

Appendix 1

Form HUD-935.2, *Affirmative Fair Housing Marketing Plan*

Affirmative Fair Housing Marketing Plan

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

OMB Approval No. 2529-0013
(exp. 09/30/2003)

1a. Applicant's Name, Address (including city, state & zip code) & Phone Number	1c. Project/Application Number	1d. Number of Units	1e. Price or Rental Range From \$ To \$
1b. Project's Name, Location (including city, State and zip code)	1f. For Multifamily Housing Only <input type="checkbox"/> Elderly <input type="checkbox"/> Non-Elderly		1g. Approximate Starting Dates (mm/dd/yyyy) Advertising Occupancy
	1h. Housing Market Area		1i. Census Tract
1j. Managing/Sales Agent's Name & Address (including city, State and zip code)			

2. Type of Affirmative Marketing Plan (mark only one) <input type="checkbox"/> Project Plan <input type="checkbox"/> Minority Area <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Mixed Area (with _____ % minority residents)	3. Direction of Marketing Activity (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts) <input type="checkbox"/> White (non-Hispanic) <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Black (non-Hispanic) <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Persons with Disabilities
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4a. Marketing Program: Commercial Media (Check the type of media to be used to advertise the availability of this housing)

Newspapers/Publications
 Radio
 TV
 Billboards
 Other (specify)

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster

(1) Will brochures, letters, or handouts be used to advertise? Yes No If "Yes", attach a copy or submit when available.

(2) For project site sign, indicate sign size _____ x _____; Logotype size _____ x _____. Attach a photograph of project sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the Sales/Rental Office Real Estate Office Model Unit Other (specify)

4c. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Racial/Ethnic Identification	Approximate Date (mm/dd/yyyy)	Person Contacted or to be Contacted
Address & Phone Number	Method of Contact	Indicate the specific function the Group/Organization will undertake in implementing the marketing program	

5. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied. <input type="checkbox"/> Newspapers/Publications <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Brochures/Leaflets/Handouts <input type="checkbox"/> Site Signs <input type="checkbox"/> Community Contacts <input type="checkbox"/> Other(specify)	6. Experience and Staff Instructions (See instructions) 6a. Staff has experience. <input type="checkbox"/> Yes <input type="checkbox"/> No 6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.
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7. Additional Considerations Attach additional sheets as needed.

8. Changes and Revisions By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to ensure continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations. Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)	For HUD-Office of Housing Use Only	
Signature & Date (mm/dd/yyyy)	Approval By Signature & Date (mm/dd/yyyy)	Disapproval By Signature & Date (mm/dd/yyyy)
Name (type or print)	Name (type or print)	Name (type or print)
Title & Name of Company	Title	Title

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The Affirmative Fair Housing Marketing Plan (AFHM) is needed to ensure that Federal agencies are taking necessary steps to eliminate discriminatory practices involving Federally insured and assisted housing. No application for any housing project or subdivision insured or subsidized under the Department's housing programs can be funded without an approved AFHM Plan. The responses are required to obtain or retain a benefit under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

Instructions

Send the Completed form to: Your Local HUD Office,
Attention: Director, Office of Housing

The Affirmative Fair Housing Marketing Regulations require that each applicant subject to these regulations carry out an affirmative program to attract prospective buyers or tenants of all minority and non-minority groups in the housing market area regardless of race, color, religion, sex, national origin, disability, or familial status. These groups include Whites (Non-Hispanic), members of minority groups, i.e., Blacks (Non-Hispanic), American Indians/Alaskan Natives, Hispanics, Asian/Pacific Islanders, persons with disabilities, or families with children in the Standard Metropolitan Statistical Areas (SMSA) or housing market area who may be subject to housing discrimination on the basis of race, color, religion, sex, national origin, disability, or familial status. The applicant shall describe on this form the activities it proposes to carry out during advance marketing, where applicable, and the initial sales rent-up period. The affirmative program also should ensure that any group(s) of persons normally **not** likely to apply for the housing without special outreach efforts (because of existing neighborhood racial or ethnic patterns, location of housing in the SMSA price or other factors), know about the housing, feel welcome to apply and have the opportunity to buy or rent.

Part 1 - Applicant and Project Identification. The applicant may obtain Census Tract location information, item 1i, from local planning agencies, public libraries and other sources of Census Data. For item 1g, specify approximate starting date of marketing activities to the groups targeted for special outreach and the anticipated date of initial occupancy. Item 1j is to be completed only if the applicant is not to implement the plan on its own.

Part 2 - Type of Affirmative Marketing Plan. Applicants for multifamily projects are to submit a Project Plan which describes the marketing program for the particular project or subdivision. Scattered site builders are to submit individual annual plans based on the racial composition of each type of census tract. For example, if a builder plans to construct units in both minority and non-minority census tracts, separate plans shall be submitted for all of the housing proposed for both types.

Part 3 - Direction of Marketing Activity. Considering factors such as price or rental of housing, the racial/ethnic characteristics of the neighborhood in which housing is (or is to be) located, the population within the housing market area, or the disability or familial status of the eligible population, public transportation routes, etc., indicate which group(s) you believe are least likely to apply without special outreach.

Part 4 - Marketing Program. The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in the Plan as least likely to apply. The applicant shall state: the type of media to be used, the names of newspapers/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in

the Plan, e.g., White (Non-Hispanic), Black (Non-Hispanic), Hispanic, Asian-American/Pacific Islander, American Indian/Alaskan Native; and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the project area or the locality and that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and women's organizations, churches, labor unions, employers, public and private agencies, disability advocates, and individuals who are connected with these organizations and/or are well-known in the community.

Part 5 - Future Marketing Activities. Self-Explanatory.

Part 6 - Experience and Staff Instructions.

- Indicate whether the applicant has previous experience in marketing housing to group(s) identified as least likely to apply for the housing.
- Describe the instructions and training given to sales/rental staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this AFHM Plan. Copies of any written materials should be submitted with the Plan, if such materials are available.

Part 7 - Additional Considerations. In this section describe other efforts not mentioned previously which are planned to attract persons in either those groups already identified in the Plan as least likely to apply for the housing or in groups nor previously identified in the Plan. Such efforts may include outreach activities to female-headed households and persons with disabilities.

Part 8 - The applicant's authorized agent signs and dates the AFHM Plan. By signing the Plan, the applicant assumes full responsibility for its implementation. The Department may at any time monitor the implementation of the Plan and request modification in its format or content, where the Department deems necessary.

Notice of Intent to Begin Marketing. No later than 90 days prior to the initiation of sales or rental marketing activities, the applicant with an approved Affirmative Fair Housing Marketing Plan shall submit notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance Regulations (24 CFR Part 108.15). It is submitted either orally or in writing to the FHEO Division of the appropriate HUD Office serving the locality in which the proposed housing is located. OMB approval of the Affirmative Fair Housing Plan includes approval of this notification procedure as part of the Plan. The burden hours for such notification are included in the total designated for this Affirmative Fair Housing Marketing Plan form.

Appendix 2

Systematic Alien Verification for Entitlements (SAVE) Program Instructions Manual

Appendix 2: Systematic Alien Verification for Entitlements (SAVE) Program Instructions Manual

PREFACE

Appendix 2 is a copy of the User Manual created by The Immigration and Naturalization Service in 2000 for the Systematic Alien Verification Entitlements (SAVE) Program. On March 1, 2003 the Immigration and Naturalization Service (INS) was abolished and the functions of INS became part of the Department of Homeland Security (DHS). Therefore any reference in this manual to Immigration and Naturalization (INS) will now mean Department of Homeland Security (DHS).

The Department of Homeland Security SAVE program Office in coordination with HUD Headquarters provides authorized HUD users with the User access codes, Computer Based Tutorial (CBT) and Quick Reference Guides needed to access the SAVE database.

Questions or comments regarding this Manual or the SAVE Program should be directed to the Department of Homeland Security, SAVE Program, ULLOCO Building, 425 I Street, NW Washington, DC 20536, 202-514-2317.

Appendix A and Appendix F of the DHS SAVE User Manual are not included in Appendix 2 of this Handbook. Form G-845 S, Appendix F, is Exhibit 4-2 of this Handbook.

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Introduction

Section 121 of the Immigration Reform and Control Act of 1986 (IRCA), as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), requires verification of citizenship and immigration status of applicants applying for many federal, state, and local public benefits. Each applicant for benefits must declare in writing whether or not they are a citizen or national of the United States, and if not, that they are in a satisfactory immigration status.

The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 requires the Immigration and Naturalization Service (INS) to respond to inquiries by federal, state, and local benefit issuing agencies and institutions seeking to verify or determine the citizenship or immigration status of any individuals within the jurisdiction of the agency for any lawful purpose.

If an applicant or recipient for any of the benefits listed in IRCA, as amended, is not a U.S. citizen or national, they must provide the benefit provider with documentation from the INS that contains their Alien Registration Number (A-Number), or verbally provide information from such documentation, that provides reasonable evidence of his or her current immigration status. The INS verifies the immigration status through automated and/or manual methods. The process of verification is known as the Systematic Alien Verification for Entitlements (SAVE) Program.

The INS is currently using the SAVE automated and manual verification processes to provide federal, state, and local benefit issuing agencies and institutions with information which will assist them in determining an individual's eligibility under Title IV of PRWORA.

1-1 Purpose and Scope

This manual describes the SAVE Program, including its legal basis, automated and manual verification processes, and administrative procedures. Chapter 2 gives general program guidelines and information on administration, and is designed for managers and supervisors at benefit issuing agencies and institutions. Chapter 3 provides a detailed overview of the primary verification process. Chapter 4 provides detailed instructions for performing secondary verification. This manual serves as both a training and reference guide for benefit providers and their managers.

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2. SAVE PROGRAM

This chapter of the Systematic Alien Verification for Entitlements (SAVE) Program Manual describes the program and explains its legal basis and measures to safeguard the rights of naturalized citizens and non-citizens.

Any questions or comments regarding this chapter of the manual should be directed to the Immigration and Naturalization Service (INS) SAVE Program at (202) 514-2317.

2-1 Background

The SAVE Program is an intergovernmental information-sharing initiative designed to aid benefit providers in verifying an applicant's immigration status, thereby ensuring that only entitled applicants receive public benefits. The INS SAVE Program provides an information service for benefit issuing agencies and institutions. The INS does not make determinations on any applicant's eligibility for a specific benefit.

The SAVE Program has been in operation since 1987. Significant costs in claims for un-entitled non-citizens have been avoided through benefit issuing agencies and institutions' participation in the SAVE Program.

2-2 SAVE Legal Basis

In 1986, Congress passed the Immigration Reform and Control Act of 1986 (IRCA), which required INS to establish a system for verifying the immigration status of non-citizen applicants for, or recipients of, certain types of federally funded benefits, and to make the system available to federal, state, and local benefit issuing agencies and institutions that administer such benefits. The IRCA and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), mandates the following programs and overseeing agencies to participate in the verification of an applicant's immigration status: the Temporary Assistance to Needy Families (TANF) Program, the Medicaid Program, and certain Territorial Assistance Programs (U.S. Department of Health and Human Services); the Unemployment Compensation Program (U.S. Department of Labor); Title IV Educational Assistance Programs (U.S. Department of Education); and certain Housing Assistance Programs (U.S. Department of Housing and Urban Development).

The PRWORA created a very complex set of eligibility requirements that cannot be easily summarized. These requirements continue to be regularly amended by Congress. The PRWORA did not affirmatively make any person eligible for any benefit. Rather, it placed a new set of limitations on non-citizen eligibility on top of any pre-existing program requirements (some of which may have limited non-citizen eligibility). With certain exceptions, PRWORA made non-citizens who are not qualified aliens ineligible for federal public benefits, and aliens who are not qualified aliens or lawful non-immigrants or aliens paroled into the United States under Section 212(d)(5) of the

INA for less than one year ineligible for state or local public benefits. There are also limitations on the eligibility of qualified aliens for benefits, again with exceptions. The PRWORA, as amended by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) and the Balanced Budget Act of 1997 (BBA), defines a “qualified alien” as:

- An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- An alien who is granted asylum under Section 208 of the INA
- A refugee who is admitted to the United States under Section 207 of the INA
- An alien who is paroled into the United States under Section 212(d)(5) of the INA for a period of at least one year
- An alien whose deportation is being withheld under Section 243(h) of the INA (as in effect prior to April 1, 1997) or whose removal has been withheld under Section 241(b)(3)
- An alien who is granted conditional entry pursuant to Section 203(a)(7) of the INA as in effect prior to April 1, 1980
- An alien who is a Cuban/Haitian Entrant as defined by Section 501(e) of the Refugee Education Assistance Act of 1980
- Certain aliens who have been battered or subjected to extreme cruelty as defined in USC Section 1641 (c)

The PRWORA restrictions do not apply to all federal, state, and locally funded activities or programs; they apply only to non-exempted “federal public benefits” and “state and local public benefits.” Therefore, benefit providers should first determine whether the particular program they administer is providing a “federal public benefit” or a “state and local public benefit” for which Title IV of PRWORA or other applied laws require alien eligibility. For example, emergency medical care and certain forms of disaster relief are exempt, as are other key benefits. If an agency requires further assistance in determining whether a specific benefit it administers is a federal, state, or local public benefit, it should contact the overseeing federal, state, or local Government agency, as that agency would be in the best position to make that determination.

The PRWORA defines “federal public benefit” as:

- Any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States.
- – AND –
- Any retirement, welfare, disability, public or assisted housing, post-secondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

The PRWORA’s definition of “state and local public benefit” parallels the definition of federal public benefit, except that it substitutes “state or local government” for “the United States.” State or local public benefits do not include federal public benefits; therefore, a benefit cannot meet both definitions. If a benefit qualifies as a “federal

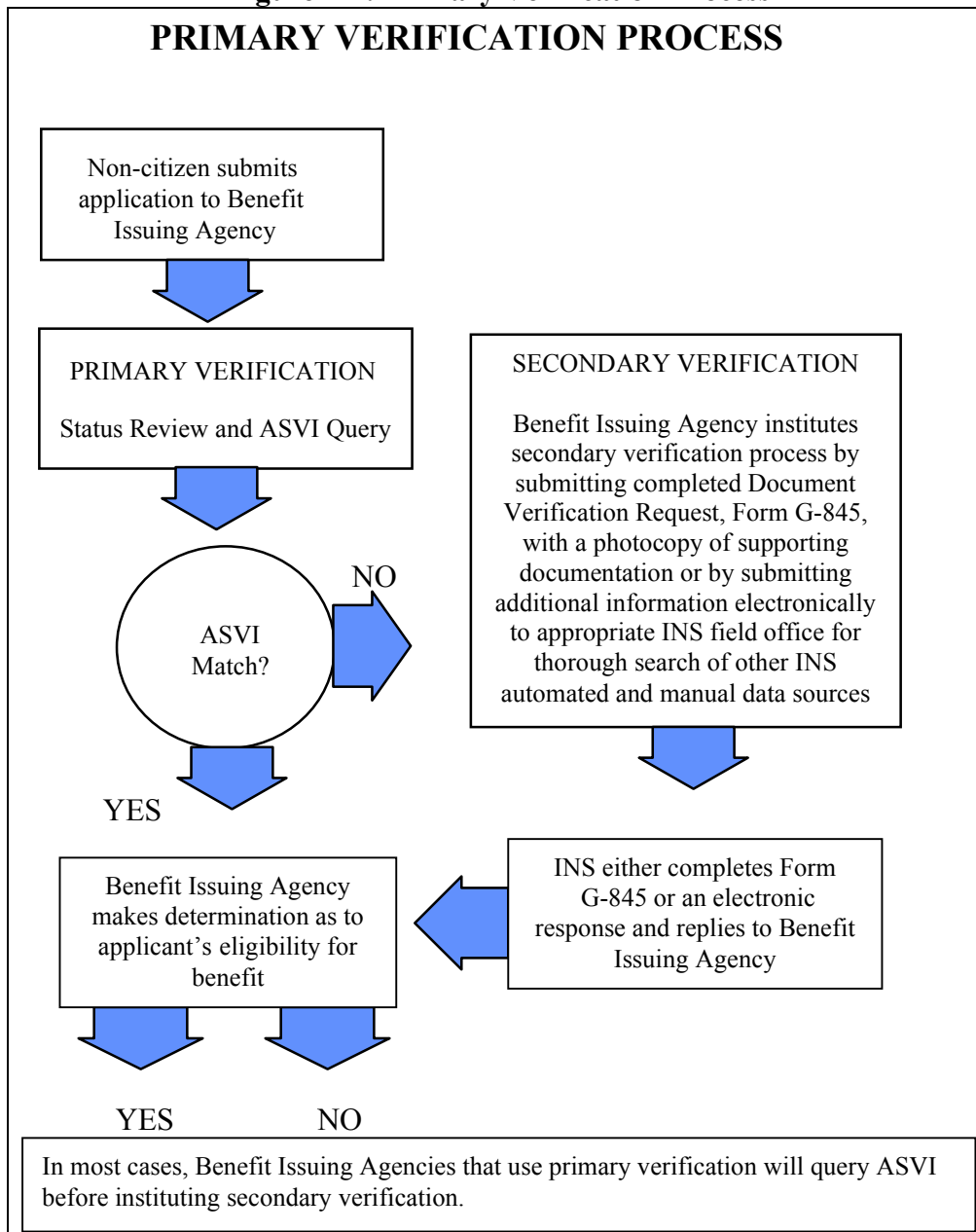
public benefit,” it is not a “state or local public benefit” regardless of whether state or local funding is also involved.

The IIRIRA requires INS to respond to inquiries by federal, state, and local benefit issuing agencies and institutions seeking to verify or determine the citizenship or immigration status of any individual within the jurisdiction of the agency for any lawful purpose. The INS is currently using the SAVE Program’s automated and manual verification processes to provide federal, state, and local benefit issuing agencies and institutions with information which will assist them in determining an individual’s eligibility under Title IV of PRWORA.

2-3 Program Components

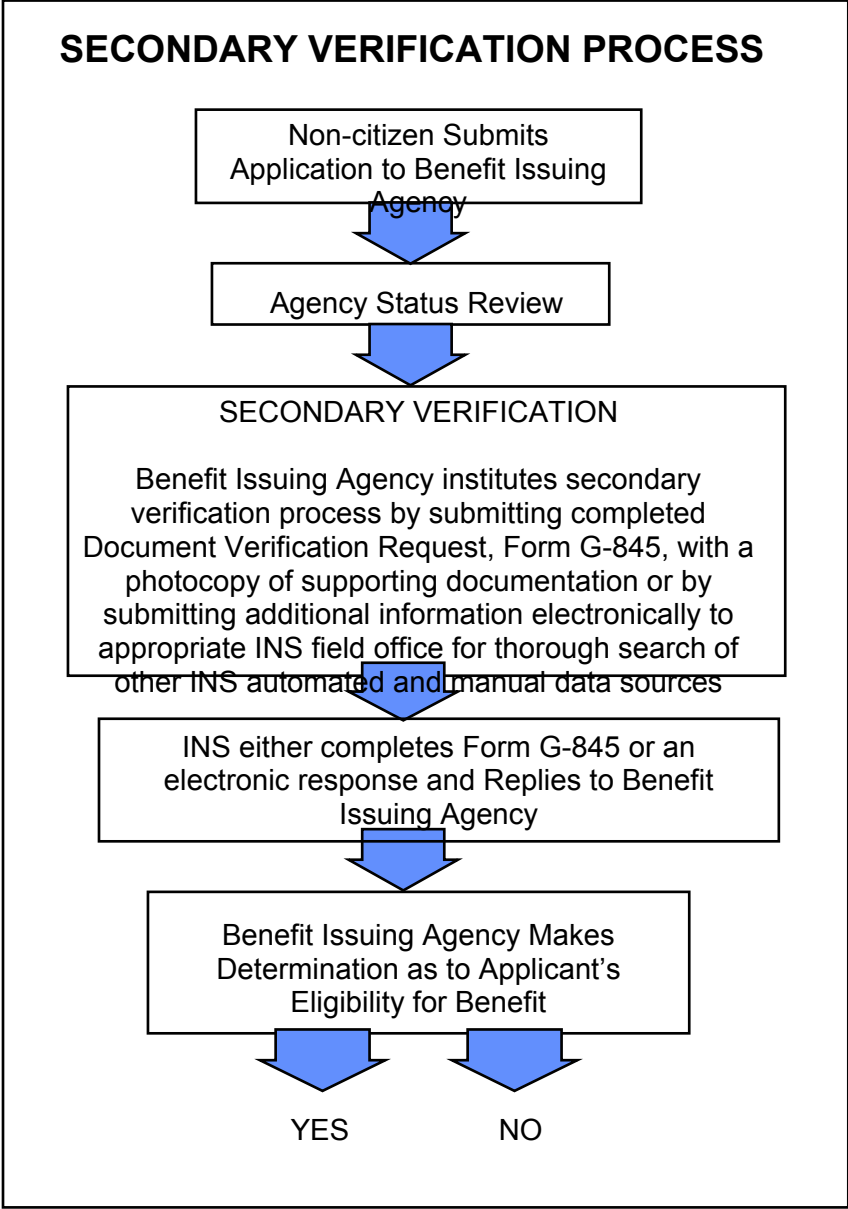
As mandated by IRCA, INS developed an effective, secure, and cost effective method of verification. The SAVE Program relies on the Alien Status Verification Index (ASVI) database, which contains information on more than 60 million non-citizens. When accessed by the user, ASVI responds within 3 to 5 seconds of the query. The ASVI database is housed and maintained under contract with Lockheed Martin Integrated Business Solutions (LMIBS). The automated process is known as the “primary verification.” The following flow chart, Figure 2-1 shows the Primary Verification Process.

Figure 2-1: Primary Verification Process



In addition, SAVE verification is available through secondary verification if the use of ASVI is not cost-effective. The SAVE Program also requires participating benefit issuing agencies and institutions to use secondary verification when directed by an ASVI system message during primary verification, or when the primary check or initial inspection of a non-citizen's immigration documentation reveals material discrepancies or when verification of a naturalized citizen is required. See Figure 2-2 for a flow chart on the Secondary Verification Process.

Figure 2-2: Secondary Verification Process

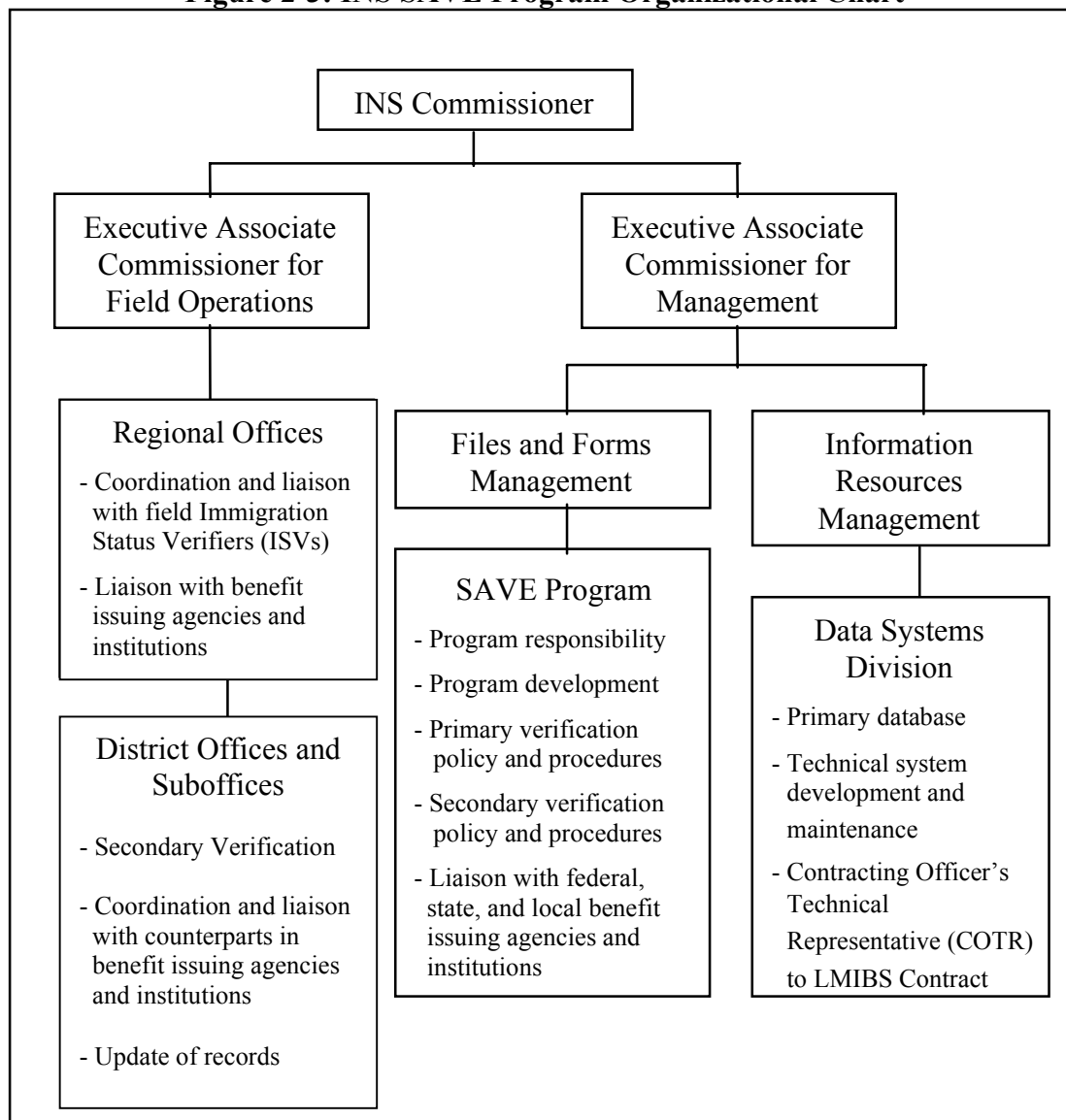


Agencies that do not access ASVI will proceed directly to the secondary verification process.

2-4 SAVE Program Administration

The SAVE Program is administered at the INS Headquarters Office in Washington, DC, by the Office of Files and Forms Management, SAVE Program. User agencies and institutions may contact INS SAVE Program staff at (202) 514-2317. The Data Systems Division of the INS Office of Information Resources Management has responsibility for providing technical support to the SAVE Program. The SAVE Program also provides policy and guidance relating to the secondary verification process to INS field offices. The INS Headquarters Office of Field Operations, Regional and District Offices, and Suboffices have operational responsibility for carrying out policy and guidance provided by the SAVE Program. Figure 2-3 is the INS organization chart as it relates to the SAVE Program.

Figure 2-3: INS SAVE Program Organizational Chart



Although IRCA, as amended by PRWORA, mandates only federal public benefit programs to participate in SAVE, any federal, state, or local benefit issuing agency or institution, or licensing issuing bureau that requires verification of a non-citizen's immigration status may inquire about participation by contacting the INS SAVE Program at (202) 514-2317.

2-5 General Verification Procedures

At the time of application, all individuals applying for public benefits listed in IRCA and PRWORA, are required to declare in writing, under penalty of perjury, whether they are a United States citizen or a United States non-citizen national, or that they are in a satisfactory immigration status. If an applicant claims to have a satisfactory immigration status, they must present immigration documentation that the federal benefit provider is required to verify with INS, or that the state and local benefit provider can opt to verify with INS, via automated access to ASVI or through manual submission of a Document Verification Request, or both.

Detailed instructions for the primary and secondary verification processes are located in Chapters 3 and 4, respectively.

2-6 Legal Protection and Safeguards

Determination of Benefits Award or denial of a benefit based on immigration status and the establishment of a fair hearing process are the responsibilities of the benefit issuing agency or institution. The benefit issuing agency or institution will obtain INS verification of immigration status, and determine whether or not the non-citizen is eligible for a benefit according to its own regulations.

Fair Hearing Each benefit issuing agency or institution will maintain its own fair hearing and appeals process for individuals who have been denied benefits. The INS will provide the appropriate immigration technical consultation and witness support necessary to the agency or institution during the fair hearing process on a prearranged and approved basis. The INS should be consulted well before the hearing is scheduled to resolve any problems, such as data discrepancies or misunderstandings that might have led to the denial.

Nondiscrimination Various Federal civil rights laws and regulations prohibit discrimination by governmental and private entities on the basis of race, color, national origin, gender, religion, age, and disability. Thus in operating or participating in a federally assisted program and implementing the requirements of the INA, as amended by PRWORA, including those described in this user's manual, a benefit

issuing agency or institution should not, on the basis of race, color, or national origin, directly or indirectly differentiate among persons in the types of program services, aids, or benefits it provides or the manner in which it provides them. For example, benefit providers should treat all similarly situated individuals in the same manner, and should not single out individuals who look or sound foreign for closer scrutiny or require them to provide additional documentation of citizenship or immigration status.

**Protection
Under Federal
Statutes**

Certain data that is released during the verification process requires INS to comply with sections of the Privacy Act (5 U.S.C. 552a). Consequently, INS will maintain a Record of Disclosure on all alien registration numbers checked through the verification process for legal permanent residents (LPRs) and naturalized citizens. The following data will be maintained regarding each query, and it will be disclosed in accordance with the Privacy Act:

- Alien registration number
- Date and time of disclosure
- Benefit issuing agency or institution requesting immigration status verification
- Non-citizen's immigration status at the time of inquiry

The INS will protect an individual's privacy to the maximum degree possible, in accordance with the Immigration and Nationality Act and any other applicable statutes.

If an immigration document does not contain an alien registration number, INS will conduct computer checks against all available INS data systems during manual verification to determine the holder's immigration status. The INS will make a record of disclosure when all the following conditions hold true:

- It finds that an alien registration number exists for that applicant;
- The document appears bona fide; and
- The non-citizen's immigration status requires disclosure accounting.

The records of disclosure created by checks made against ASVI and other systems of records will be available to any person or agency in accordance with federal statutes.

The verification processes maintain an audit trail which is used for purposes of identifying inordinate and extraordinary use of Alien Registration Numbers. Examples of such suspicious activities include non-existent Alien Registration Numbers and numbers checked

repeatedly from multiple localities within a short period of time. This information may be used by INS and other federal, state, and local law enforcement entities for investigation of possible criminal activity, in accordance with existing federal statutes. The ASVI audit trail will not be used by INS for non-criminal, administrative enforcement of immigration laws. Benefit issuing agencies or institutions that require information from the audit trail should contact the INS SAVE Program at (202) 514-2317.

Safeguards

The INS, participating benefit issuing agencies and institutions, and contractors shall protect the individual's rights to the fullest extent of the law.

Immigration and Naturalization Service. The SAVE Program has been implemented in a manner that provides for verification of immigration status without regard to sex, color, race, religion, or national origin of the individual involved. The INS stores information in a secure area in order to safeguard its confidentiality. Data usage is restricted to persons whose duties and responsibilities indicate a need for its review.

Participating Benefit Issuing Agencies and Institutions. Participating benefit issuing agencies and institutions shall provide a non-citizen applicant with a reasonable opportunity to furnish evidence of satisfactory immigration status. The benefit issuing agency or institution using SAVE should make the determination for itself whether benefits should be provided on an interim or temporary basis to applicants pending completion of the SAVE processes, applying any legal authority that may be relevant to that benefit. For example, IRCA's statutory provisions regarding Medicaid, unemployment compensation, and other Federal benefit programs required to use SAVE generally prohibit benefit issuing agencies and institutions determining eligibility for these benefits from delaying, denying, reducing, or terminating benefits pending SAVE verification.

Lockheed Martin Integrated Business Solutions (LMIBS). The database housed and maintained by LMIBS is a "read only" system. No update capability is available to the benefit providers. However, if data discrepancies in ASVI are discovered during manual verification, INS will update the database as necessary.

The LMIBS, under contract with INS, stores the database and provides access to authorized benefit issuing agencies and institutions using proper security safeguards. This system avoids dissemination of applicant information to unauthorized individuals or agencies.

3. PRIMARY VERIFICATION PROCEDURES

This chapter of the SAVE Program manual provides instructions for primary verification. It gives guidelines for evaluating non-citizen documentation, interpreting ASVI output, and selecting cases for immediate manual verification when necessary. Questions, comments, and changes regarding information in this section of the manual should be directed to the INS SAVE Program at (202) 514-2317.

3-1 Background

SAVE Program participants will generally use the Alien Status Verification Index (ASVI) database, which contains information on more than 60 million non-citizens for initial automated status verification. This automated process is known as primary verification. When accessed by the user, ASVI will respond within 3 to 5 seconds of the query. Current users access the ASVI database, which is housed and maintained by Lockheed Martin Integrated Business Solutions (LMIBS), with any one of six access methods. Those methods of access include: 3270-terminal, Personal Computer, Point-of-Sale, Touch-Tone Telephone, Electronic File Transfer, or Remote Job Entry. The touch-tone telephone, point-of-sale, and electronic file transfer access methods are no longer available to new users of the SAVE Program.

In addition, SAVE verification is available to benefit issuing agencies and institutions through a manual verification process, known as secondary verification, when the use of ASVI is not cost effective. Secondary verification is also required when primary verification reveals material discrepancies or when the user is so directed by an ASVI system message.

3-2 General Verification Procedures

At the time of application, all individuals applying for the public benefit programs listed in the Immigration Reform and Control Act of 1986 (IRCA), as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), must declare in writing, under penalty of perjury, that they are United States citizens or United States non-citizen nationals and, if not, that they are in a satisfactory immigration status. If an applicant is not a citizen or non-citizen national of the United States, they must present immigration documentation that the benefit issuing agency or institution will verify with INS, through the automated system or by submitting a Document Verification Request, Form G-845, to INS.

3-3 Required Documentation

All non-citizens applying for public benefits must present immigration documentation, or in some cases, verbally provide information from such documentation, that the benefit issuing agency or institution determines is reasonable evidence indicating a satisfactory immigration status. The document must be returned to the non-citizen by the reviewing agency.

If an applicant presents an expired document or is unable to present any immigration documentation evidencing their immigration status, refer the applicant to the local INS Office to obtain documentation of their immigration status. In unusual cases involving applicants who are hospitalized or medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship, if the applicant can provide other identifying documentation i.e., marriage records, court orders, etc., the benefit issuing agency or institution may submit the Document Verification Request and, if applicable, a copy of any expired INS document presented, to the local INS Office to verify the applicant's immigration status.

Section 264 of the Immigration and Nationality Act (INA), 8 U.S.C. 1304, states non-citizens 18 years of age or older in the United States must have immigration documentation in their possession at all times. Non-citizens without documentation, such as those who claim documents were lost or stolen, should be referred to the local INS office (as shown in the U.S. Government listing of the telephone directory) to request new documentation prior to the initiation of primary or manual verification procedures.

Most non-citizen applicants will present documentation that contains an Alien Registration Number (A-Number). This number references an individual's non-citizen file at INS. The A-Number contains seven, eight, or nine numerical digits preceded by the letter A, e.g., A72 735 835. Each A-Number is unique in that it pertains to only one person; even minors and infants who are not citizens or nationals of the United States are assigned individual A-Numbers.

Immigration documentation includes but is not limited to the examples shown in Appendix A of this manual. Except for the Arrival-Departure Record, Form I-94, such documents should show the A-Number of the bearer. Some documents have expiration dates. These dates should be checked during the benefit issuing agency or institution's visual examination of the documentation. Some forms have been released in several editions and, therefore, valid documentation may not match the example exactly. The examples in Appendix A represent those INS documents that are most commonly presented and are not all inclusive. Appendix B-Glossary, defines terms related to immigration status.

A Form I-94 with the following endorsement will have an A-Number annotated on it and is an acceptable document as long as the expiration date has not passed: *"Processed for I-551. Temporary Evidence of Lawful Admission for Permanent Residence. Valid until _____ . Employment Authorized or Temporary Form I-551, Admission for permanent resident or (port) (date) verified."* A non-citizen's passport may also contain the endorsement above and will have an A-Number annotated on the passport.

Non-citizens also may present other pertinent documents, such as marriage records or court orders, that indicate the identity or United States residency of the holder. Although these documents may not serve as adequate proof of immigration status, they may prove useful in the secondary verification process, when required.

Some INS documents do not contain a photograph of the bearer. When such documentation is presented, INS strongly recommends that the benefit provider ask for a document that includes a photograph, such as a driver's license or an employee badge. A copy of this document need not be provided during the secondary verification process because the purpose of requesting the document is to ensure that the benefit provider can identify the non-citizen satisfactorily.

3-4 Immediate Secondary Verification

Under most circumstances, an automated check of INS records through ASVI is the first step in the verification process. However, the following circumstances require that the benefit provider forego the use of ASVI and perform secondary verification immediately:

- A document appears to be counterfeit or altered. Characteristics of suspect documentation include photograph substitution and ink discoloration.
- A non-citizen presents unfamiliar INS documentation, or a document that indicates immigration status, but does not contain an A-Number.
- A non-citizen presents immigration documentation with an A-Number in the 60,000,000 or 80,000,000 series.
- The non-citizen has no immigration documentation and is hospitalized, medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship.
- The non-citizen presents a foreign passport and/or Form I-94 and the "Admission for Permanent Residence" endorsement is more than 1 year old.
- The applicant presents a Certificate of Naturalization or a Certificate of Citizenship, and verification of U.S. citizen status is required.
-

If a non-citizen applicant presents any of the above immigration documentation to the benefit issuing agency or institution, photocopies should be submitted immediately to INS with a completed Document Verification Request for secondary verification. See Chapter 4 of this manual for instructions on submitting a secondary verification request to INS.

3-5 ASVI Access Methods

Current users access the ASVI database with any one of six access methods. Those methods of access include:

- 3270-type terminal, or personal computer with 3270 emulation board, using a dedicated telecommunications line (interactive access, monitor, and printer)
- Personal computer (PC) or teletype terminal, using a standard telephone (asynchronous) line (interactive access, monitor and printer)
- Point-of-sale (POS) emulation (interactive access, PC, and printer)
- Touch-tone telephone or standard dial telephone with tone generator (interactive access, voice data response)
- Electronic file transfer (EFT) using personal computer with communications software, via a standard telephone or dedicated telecommunications line (batch access, monitor, and printer)

- Remote job entry (RJE) terminal, or personal computer with RJE emulation board, using a standard telephone or dedicated telecommunications line (batch access, monitor and printer)

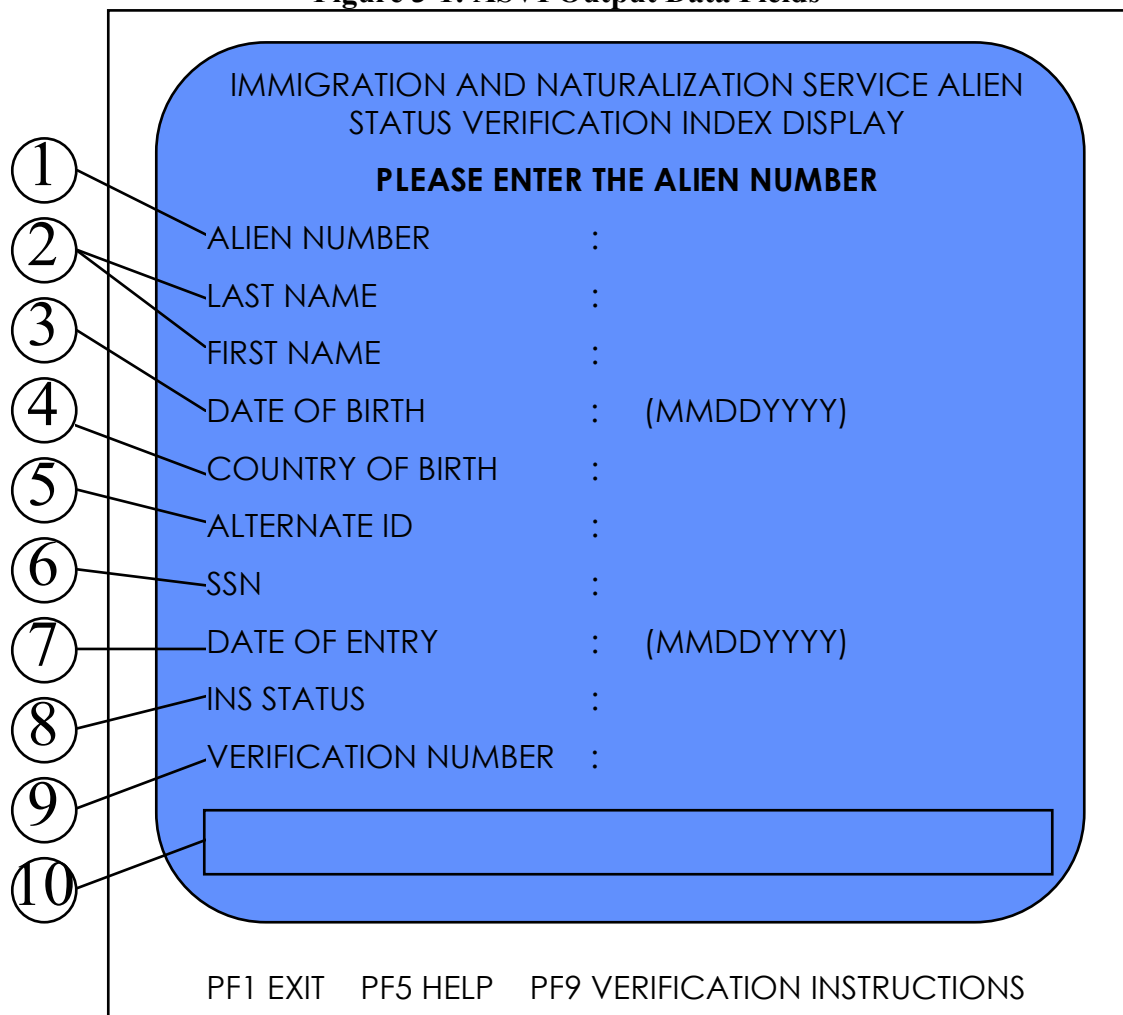
The touch-tone telephone, point-of-sale, and electronic file transfer access methods are no longer available to new users of the SAVE Program. Contact the INS SAVE Program at (202)514-2317 to obtain step-by-step instructions for accessing ASVI via any of the other methods listed above.

3-6 Understanding ASVI Output Data

The data fields contained in the display or voice output response for most ASVI users are illustrated in Figure 3-1.

Benefit providers should compare data on the documentation to the corresponding fields in ASVI. The biographical data and status information in ASVI must correspond to the data on the documentation. If the benefit provider determines that discrepancies exist, he or she should initiate the secondary verification process, as instructed in Chapter 4. Secondary verification must also be initiated when ASVI returns the message "Institute Secondary Verification."

Figure 3-1: ASVI Output Data Fields



The following is provided to assist benefit issuing agencies and institutions in understanding the data output fields provided by ASVI:

Table 1

Field	Explanation
1. Alien Number	<p>An A-Number is a seven, eight, or nine-digit number referencing an actual paper file, known as the Alien File, relating to an individual. Each A-Number is unique in that it pertains to a single person; even infant and minor non-citizens are assigned individual A-Numbers.</p> <p>When entering an A-Number into ASVI, nine digits are required. If the A-Number is less than nine digits, add leading zeros. Do not enter the “A” in any case.</p> <p>Examples: A9 735 832 - enter as 009735832 A72 735 835 - enter as 072735835 A999 999 999 - enter as 999999999</p>
2. Last Name	<p>Hispanic surnames may include as many as four names, e.g., Rivera Gonzales de Cuervo. In some cases, applicants may hyphenate parts of the surname, e.g., Rivera-Gonzales de Cuervo, whereas the database seldom uses the hyphenated format. Some non-citizens may be registered under abbreviated or Anglicized versions of their names. ASVI also may give transposed versions of names, e.g., de Cuervo Rivera Gonzales. Refer to Appendix C for a more detailed explanation of Hispanic Names.</p> <p>In Asian cultures, the surname frequently is written before the given name. The names of non-citizens from such cultures may be recorded in transposed order in INS files.</p> <p>In the case of a recent marriage, the non-citizen may not have yet furnished the new name to INS. Hence, ASVI may not reflect the name change.</p>
First Name	<p>Many Hispanic first names consist of more than one word, for example, Maria de los Angeles. Connecting prepositions and articles such as “de la” may not have been recorded properly in INS records.</p>

Field	Explanation
3. Date of Birth	Occasionally, the month and day elements of the birth date may be transposed in the ASVI database or on a non-citizen's application for benefit. The INS registers the date of birth by month, day, and year using format MMDDYYYY, e.g., 01041957 is January 4, 1957. Some cultures record dates as day, month, and year using format DDMMYYYY, e.g., 01041957 is April 1, 1957. A non-citizen may continue to provide dates in this fashion.
4. Country of Birth	<p>With certain access methods, only the first five letters of the name of the country of birth will be given in the ASVI response. In the case of Austria and Australia, however, only the last five letters of the country of birth would be shown in an abbreviated version of the country name.</p> <p>A non-citizen's country of birth is not necessarily their country of nationality, i.e., the country to which they owe allegiance.</p>
5. Alternate ID	If a non-citizen also has an Admission Number (Number issued to a non-citizen on an Arrival-Departure Record, Form I-94), it will be displayed in this field. Querying ASVI by the Admission Number is also available to benefit issuing agencies and institutions if there is a reasonable need and accessing ASVI by this number is found feasible by the INS SAVE Program.
6. Social Security Number (SSN)	INS records currently do not contain a Social Security Number for every non-citizen on file. When the SSN is available, ASVI will announce the SSN, for touch-tone telephone access, or will fill the display field with the SSN for other access methods.
7. Date of Entry	This date represents the non-citizen's most recent entry into the United States or the date his or her status was adjusted to a lawful permanent resident. The INS uses numeric representation in the format MMDDYYYY.
8. INS Status	INS has over 650 alphanumeric codes that identify a non-citizen's immigration status. ASVI displays or announces one of these codes when a query is performed. The codes are categorized into six groups that correspond to interpretative messages listed in item number 10 below. Benefit issuing agencies and institutions can obtain a description of INS codes of admission by contacting the INS SAVE Program.

Field	Explanation
9. Verification Number	The system will provide a unique verification number with the output from every query. This number will contain information that identifies the query. Users should always record this number in the applicant's file for both quality assurance and ease in processing Freedom of Information Act requests.
10. ASVI System Message/Employment Eligibility Statement	<p>This message helps the benefit-issuing agency or institution verify that a non-citizen's immigration status is valid or if a secondary verification is required. It also provides employment eligibility information. Most users will receive one of the seven messages listed below:</p> <ul style="list-style-type: none"> • Lawful Permanent Resident - Employment Authorized • Refugee - Employment Authorized • Asylee – Employment Authorized • Cuban/Haitian Entrant - Temporary Employment Authorized • Section 245A Temporary Resident - Temporary Employment Authorized • Section 210 Temporary Resident - Temporary Employment Authorized • Application Pending - Temporary Employment Authorized • Institute Secondary Verification <p>If one of the first six messages is received, normal user agency procedures for issuing benefits may continue. The seventh message, "Institute Secondary Verification," requires further inquiry into INS records. When this message appears, manual verification procedures, as described in Chapter 4, should be followed.</p>

3-7 General Information

System Hours	The ASVI database is available for interactive queries between 7:00 a.m. Eastern Standard Time (EST), and 8:00 p.m. Pacific Standard Time (PST), Monday through Friday.
Technical Assistance	Users should call the Customer Service Help Desk regarding technical problems with the ASVI System such as inability to access the system, exceptionally slow response times, and system failures. The Customer Service Help Desk provides support Monday through Friday, 8:00 a.m. EST to 8:00 p.m. EST via its toll-free telephone number, 1-800-467-0375.
Program Assistance	The INS SAVE Program will answer questions regarding program policies and enrollment procedures. Personnel are available from 7:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, at (202) 514-2317.

3-8 ASVI Enrollment Process

After a benefit issuing agency or institution expresses interest and receives approval from INS to participate in the SAVE Program, the procedures below should be followed:

Step	Action
1.	The benefit issuing agency or institution determines the best access method to meet their needs in light of the size and scope of the estimated non-citizen population. The INS SAVE Program can provide assistance in this area.
2.	A Memorandum of Understanding (MOU) is formalized with INS. An example of suggested language for a MOU is available from the INS SAVE Program.
3.	The benefit issuing agency or institution prepares a purchase order for teleprocessing services based on estimated usage and access method selected, and mails it to the INS contractor at the following address: Lockheed Martin Integrated Business Solutions, 12506 Lake Underhill Road, MP-266, ATTN: Kim Pearson, Contracts Administrator, Orlando, FL 32825-5002. Each benefit issuing agency or institution should prepare a purchase order form that is used within each respective office. The purchase order should contain the following information:
4.	<p>LENGTH OF SERVICE</p> <ul style="list-style-type: none"> Obligated dollar amount Citation of INS contract number Original signature of appropriate representative <p>Each benefit issuing agency or institution must complete a new purchase</p>

Step	Action
	order form each fiscal year (by October 1) in order to continue accessing the ASVI database.
4.	The contractor enrolls the benefit issuing agency or institution in the SAVE Program and assigns an account number. Appropriate user identification numbers, authorization codes, and instructions for accessing the ASVI database are provided at this time.
5.	The benefit issuing agency or institution accesses the ASVI database.

4-1 ASVI Billing Process

The following are billing procedures:

Step	Action
1.	The agency or institution accesses ASVI with a unique user identification number.
2.	The contractor collects usage data.
3.	The contractor prepares the billing.
4.	The contractor sends the invoice to the benefit issuing agency or institution's resource accounting division.

5. SECONDARY VERIFICATION PROCEDURES

This chapter of the SAVE Program Manual provides instructions for secondary verification, for both the Alien Status Verification Index (ASVI) and non-ASVI user. It gives guidelines for initiating secondary verification and understanding INS' response to the verification request.

Questions and comments regarding secondary verification should be directed to the INS SAVE Program at (202)-514-2317.

5-1 Background

The SAVE Program requires participating agencies and institutions to submit secondary verification requests to the INS under specified circumstances. The INS conducts thorough searches of applicable INS databases and paper files, as necessary, to respond to such secondary verification requests. A combination of both the primary and secondary components of the SAVE Program are used by a large number of SAVE users. However, status verification involving only the secondary process is available to benefit issuing agencies and institutions that have a very small number of non-citizen applicants for benefits.

The purpose of the secondary verification process is two-fold. First, it allows agencies to participate in the SAVE Program when access to the automated system would not be cost effective. Second, it provides a thorough search of all applicable INS automated databases and paper files when questions arise during the visual verification of documentation or the primary verification.

5-2 Initiating Secondary Verification

Benefit issuing agencies and institutions with access to ASVI will perform primary verification for most non-citizen applicants prior to initiating secondary verification procedures. However, certain circumstances require that the benefit provider forego the use of ASVI and perform secondary verification immediately. Refer to the "Immediate Secondary Verification" topic in Chapter 3 for circumstances that require immediate secondary verification. Additionally, secondary verification should occur after an automated ASVI check when:

- ASVI returns a response of "Institute Secondary Verification"
- A material discrepancy between an applicant's immigration documentation and the record contained in ASVI exists
- A non-citizen claims they obtained Lawful Permanent (or Conditional) Resident Status because they were a battered alien, a parent of a battered child(ren), or a victim of domestic violence. Refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Status, and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 62 FR 61344 at Exhibit B to Attachment 5 (Nov. 17, 1997), for instructions on verifying non-citizens claiming status in this category.

- Sponsorship information from the non-citizen's Affidavit of Support (Form I-864) is required

5-3 Obtaining Secondary Verification

To obtain secondary verification, the benefit provider will forward a completed Document Verification Request with fully readable photocopies of both sides of the non-citizen's immigration documentation to their local INS Office for review. The INS Offices are listed by state and county in Appendix D; their addresses are given in Appendix E.

Benefit issuing agencies and institutions mandated by the Immigration Reform and Control Act of 1986 (IRCA) to participate in the SAVE Program are required to use Form G-845S, Document Verification Request and all other participating benefit issuing agencies and institutions must use Form G-845, Document Verification Request. The Document Verification Request Supplement, Form G-845 Supplement, can be used in conjunction with both forms, but not separately to obtain additional immigration information required to make a determination for benefit eligibility as a result of the PRWORA, as amended. These forms are included in Appendix F and can be copied by benefit issuing agencies and institutions for use in instituting secondary verification.

A separate Document Verification Request should be completed for each applicant and should include copies of the documents for that person only. If a family unit has applied for a benefit, each member will require a separate Document Verification Request.

5-4 Attachments

A photocopy of all applicable printed pages of each piece of immigration documentation presented should be attached to the Document Verification Request. The INS requires that benefit issuing agencies and institutions copy all printed sides of each INS-issued card or form presented. When the non-citizen presents a foreign passport as documentation, INS only requires copies of those pages that identify the issuing country, holder, and immigration status while in the United States (i.e., Form I-94 INS stamp).

If the applicant presents expired immigration documents or is unable to present any immigration documentation evidencing his or her immigration status, the benefit issuing agency or institution should refer the applicant to the local INS office to obtain documentation of status. In unusual cases involving applicants who are hospitalized or medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship, if the applicant can provide other identifying documentation i.e., marriage records, court orders, etc., the benefit issuing agency or institution may file the Document Verification Request, and, if applicable, copies of any expired INS documents presented, with the local INS office to verify immigration status. As with any documentation of immigration status, the benefit issuing agency or institution should confirm that the status information received from INS pertains to the applicant whose identity has been verified.

Although an INS document is all the identification required to complete the secondary verification request, the attachments may include identification bearing a photograph of the applicant. If the non-citizen has presented another pertinent document, such as a marriage record or court order, it may be included as well. Refer to Appendix A for examples of commonly presented INS documentation. Note that other INS forms can serve as valid identification documents.

The name and address of the benefit issuing agency or institution submitting the Document Verification Request should be typed or stamped in the block labeled **“From.”** The INS office address the Document Verification Request is being sent to should be typed or stamped in the block labeled **“To.”**

5-5 Completing the Document Verification Request

The Document Verification Requests (Form G-845S and Form G-845) (see Appendix F) should be completed as fully as possible by the submitting agency. It is essential that the form contain sufficient information to verify the immigration status of the non-citizen. The benefit issuing agency or institution completes Section A.

The following chart provides instructions for completing Section A of Form G-845S and Form G-845.

Table 2

Field	Instructions
1. Alien Registration Number or I-94 Number	Enter the alien registration number as the letter A followed by a series of seven, eight, or nine digits. The admission number found on the Form I-94 consists of eleven digits and is found at the upper left-hand corner of the form. It may assist in the various searches made during secondary verification.
2. Applicant’s Name	Enter last, first, and middle name of applicant. If documentation indicates more than one variation of the name, enter all versions. Appendix C provides information on Hispanic names.
3. Nationality	Enter the foreign nation or country to which the applicant owes allegiance. This is normally, but not always, the country of birth.
4. Date of Birth	Enter the birth date using the MM/DD/YYYY format. If the complete date of birth is not known, give available information.

Field	Instructions
5. Social Security Number	Enter the non-citizen's nine-digit Social Security number, if known. Copy the number directly from the non-citizen's Social Security card whenever possible.
6. Verification Number	Enter the verification number assigned when ASVI was queried, if applicable. If ASVI was not queried, enter "none."
7. Photocopy of Document Attached and Other Information Attached	Indicate that INS documentation is attached by checking the top box. Use the bottom box if other information has been included in support or in lieu of INS documents.
8. Benefit/Your Case Number	If completing the Form G-845S, mark the blocks showing the benefit program(s) for which the non-citizen has applied. If completing the Form G-845, enter the benefit program(s) for which the non-citizen has applied. This block may also be used to show the benefit issuing agency's or institution's case number.
9. Name of Submitting Official	The name of the submitting official from the benefit issuing agency or institution should be entered.
10. Title of Submitting Official	The title of the submitting official from the benefit issuing agency or institution should be entered.
11. Date	The date the Document Verification Request is being completed by the submitting official from the benefit issuing agency or institution should be entered.
12. Telephone Number	The telephone number that the Immigration Status Verifier can contact the submitting official from the benefit issuing agency or institution, if necessary, should be entered

The name and address of the benefit issuing agency or institution submitting the Document Verification Request should be typed or stamped in the box labeled "**From.**" The INS office address the Document Verification Request is being sent to should be typed or stamped and the box labeled "**To.**"

5-6 Completing the Document Verification Request Supplement

The Document Verification Request Supplement (G-845 Supplement) (See Appendix F) may only be used in conjunction with the Document Verification Request (Form G-845S or Form G-845), not separately. It should also be completed as fully as possible by the benefit issuing agency or institution. The following information should be provided on Form G-845 Supplement by the benefit issuing agency or institution.

- Non-citizen applicant's last, first, and middle name;
- Social Security Number (if available);
- Alien Registration Number (A-Number) and/or I-94 Number;
- Typed or stamped name and address of submitting agency;
- Current date;
- Submitting agency's telephone number.

Refer to the "Completing the Document Verification Request" topic in this Section for more detailed instructions on providing this information.

The benefit issuing agency or institution should indicate what status information is required from INS by checking off the appropriate numbered block(s) in the "Complete the following items:" section on the top portion of the Form G-845 Supplement. It is very important that the benefit issuing agency or institution complete this section, so that INS can provide all appropriate INS status information required to make a determination regarding the applicant's eligibility for benefits under Title IV of PRWORA, as amended. The following INS information can be obtained by submitting Form G-845 Supplement:

1. Immigration status;
2. Date alien entered the United States;
3. Date status was granted;
4. Date status expires;
5. Citizen status;
6. Special benefit provisions for certain victims of abuse; and
7. Affidavit of Support.

5-7 Mailing Document Verification Requests

Photocopies of documentation should be stapled to the Document Verification Request with a single staple in the upper left-hand corner. The form and documents can be folded and placed in a window envelope, with the block labeled "To" showing in the address area. More than one G-845 can be mailed in a single envelope; however, INS discourages benefit issuing agencies and institutions from collecting forms over an extended period of time in order to mail them in bulk.

All benefit issuing agencies and institutions should mail Form G-845 to their local INS Office. The notation, "ATTN: Immigration Status Verifier," should be included on the envelope to ensure proper handling by the INS mailroom. Immigration Status Verifiers

(ISVs) are located in INS Offices throughout the United States, Puerto Rico, Virgin Islands, and Guam. To determine the correct INS Office, review the list of states and counties in Appendix D; their mailing addresses are included in Appendix F.

5-8 Obtaining Copies of the Document Verification Requests and Supplement

Benefit issuing agencies and institutions may duplicate the Document Verification Requests and Supplement provided in Appendix F; both forms should be reproduced as two-sided documents. Additional copies of the forms may also be obtained as follows:

1. Request Document Verification Request (Form G-845S and Form G-845) and the Document Verification Supplement (Form G-845 Supplement) from the INS Form Distribution Center serving your region as noted below:

East of the Mississippi River: Eastern Forms Center
P.O. Box 567
Williston, VT 05497

West of the Mississippi River: Forms Center West
5600 Rickenbacker Road
Building 701A
Bell, CA 90201

2. Download the Document Verification Requests and Supplement from the Internet: www.usdoj.gov/ins/forms.
3. Call the INS Forms Request Line: 1-800-870-3676. (Due to the high volume of calls to this line, the best time to call is early on weekday mornings.)

5-9 Document Verification Request and Supplement Responses

Immigration Status Verifiers (ISVs) will research the non-citizen applicant's records in INS automated databases and paper files, complete the response portion, Section B, of the Document Verification Request, and return both the form and attached photocopies to the requesting agency within ten working days of receipt by the local INS Office for mandated benefit issuing agencies and institutions, and within the timeframe specified in the Memorandum of Understanding (MOU) for all other benefit issuing agencies and institutions.

The secondary verification process includes the following:

- Examination of the photocopies of the immigration documentation
- Search of all applicable INS records systems (both automated and manual)
- Review of the applicant's Alien File (A-File), if required
- Evaluation of findings
- Determination of immigration status
- Return Form G-845 to benefit issuing agency or institution

Automated INS databases and paper files that may be used include:

- Central Index System (CIS) — The most complete online record of non-citizens and naturalized citizens in the United States
- Non-immigrant Information System (NIIS) — An automated database that contains information on non-immigrants, such as visitors and foreign government officials
- Computer-Linked Application Information Management System (CLAIMS) - A national automated database that records and tracks cases for immigration benefits
- Students/Schools System (STSC) — The online file of foreign students in U.S. academic and vocational educational institutions
- Deportable Alien Control System (DACs) - An automated database that records activities associated with aliens who are detained or placed under docket control for deportation or exclusion
- Alien Files — The paper files on non-citizens in the United States
- INS Microfilm Files — Files containing pre-CIS records
- Federal Records Center Index — Resource used to access retired government records

A description of each of these sources is located in Appendix G.

5-10 Understanding the INS Response

The Document Verification Request and Supplement are self-reply forms. The ISV will check all appropriate statements on the lower half and back of the Document Verification Request, and, if applicable, on the lower half and back of the Document Verification Request Supplement, to indicate the applicant's immigration status and work eligibility. Statements on the front of the Document Verification Request are interpreted as follows:

Table 3

Block	Explanation
<p>1. This document appears valid and relates to a <u>Lawful Permanent Resident</u> alien of the United States</p>	<p>Checked when the documentation submitted is determined to be a valid Form I-551, or a valid Form I-94, with the notation "<i>Processed for I-551, Temporary Evidence of Lawful Admission for Permanent Residence.</i>" (The term temporary here refers to documentary evidence. It is not intended to imply that the immigration status itself is temporary.) Immigration law allows this person to live and work in the United States on a permanent basis.</p>

Block	Explanation
<p>2. This document appears valid and relates to a <u>Conditional Resident alien</u> of the United States</p>	<p>Checked when the documentation submitted is determined to be a valid Form I-94 stamped with the notation Processed for I-551, “<i>Temporary Evidence of Lawful Admission for Permanent Residence</i>,” or a valid Form I-551. Under the law, this person is allowed to live and work in the United States. However, INS will reevaluate his or her status within 2 years. Conditional resident non-citizen status is normally granted to non-citizens that marry U.S. citizens or nationals, or lawful permanent resident non-citizens of the United States.</p>
<p>3. This document appears valid and relates to an alien <u>authorized employment</u> as indicated below:</p>	<p>Checked to indicate if the authorization covers full-time or part-time employment and when, if applicable, the period of employment will expire. “Indefinite” will be indicated if there is no specific expiration date for employment eligibility.</p>
<p>4. This document appears valid and relates to an alien who has an application pending for:</p>	<p>Checked when a non-citizen’s application for a new immigration status or change of immigration status is pending. If a change of status is pending, the appropriate block indicating the current status will also be checked. (When an application is pending, it means that a determination has not yet been made by the INS.)</p>
<p>5. This document relates to an alien having been granted <u>asylum/refugee</u> status in the United States.</p>	<p>Checked when a non-citizen has been granted asylee or refugee status in the United States, because of persecution or a well-founded fear of persecution in his or her country of nationality. These statuses are considered temporary. Documentation presented may include Form I-94, Stamped with “<i>Section 207—Refugee</i>” or “<i>Section 208—Asylee</i>” or a Form I-571, Refugee Travel Document.</p>
<p>6. This document appears valid and relates to an alien <u>paroled</u> into the United States pursuant to Section 212 of the INA</p>	<p>Checked for a non-citizen who has been allowed to enter the United States under emergency conditions or when his or her entry has been determined to be in the public interest. This status is temporary. Documentation presented may include Form I-94, stamped with “<i>Section 212(d)(5) – Parolee</i>.”</p>
<p>7. This document</p>	<p>Checked for Cubans who entered the United States</p>

Block	Explanation
appears valid and relates to an alien who is a <u>Cuban/Haitian entrant</u>	between April 15, 1980, and October 10, 1980, and Haitian who entered the country before January 1, 1981. This is a temporary status. Documentation presented may include Form I-94, stamped Cuban/Haitian Entrant. This status is covered by Section 501(e) of the Refugee Education Assistance Act of 1980, as amended.
8. This document appears valid and relates to an alien who is a <u>conditional entrant</u>	This category of non-citizens was originally defined by Section 203(a)(7) of the INA but was abolished by the Refugee Act of 1980. The INS no longer provides benefit issuing agencies and institutions with this response.
9. This document appears valid and relates to an alien who is a <u>nonimmigrant</u>	Checked to indicate a non-citizen who is temporarily in the United States for a specific purpose. This category includes students, visitors, and foreign government officials. Documentation presented may include Form I-94.
10. This document appears valid and relates to an alien <u>not authorized employment in the United States</u>	Checked when a non-citizen's status prohibits employment in the United States.
11. Continue to process as legal alien. INS is searching indices for further information	Checked if INS will withhold judgment regarding the status or validity of documentation pending further investigation. This statement does not imply that the applicant is an illegal non-citizen or the holder of fraudulent documentation. The non-citizen should be presumed eligible while INS' final notification regarding immigration status is pending.
12. This document is not valid because it appears to be:	Checked for expired documentation or when the documentation appears to be counterfeit or altered. If necessary, the ISV will use the back of the Form G-845 to elaborate on this entry. When the entries for counterfeit or altered documents are checked, the requesting agency or institution should follow its own guidelines for investigating and prosecuting cases of fraudulent documentation.
The Comments block on the second page of the Document Verification Request is used to provide the benefit provider with further instruction. It includes the following statements:	
13. No determination	Checked when the benefit issuing agency or

Block	Explanation
can be made from the information submitted. Please obtain a copy of the original alien registration documentation and resubmit.	institution is required to resubmit the Document Verification Request with copies of both sides of the original immigration documentation presented by the non-citizen applicant.
14. No determination can be made without seeing both sides of the document submitted (please resubmit request)	Checked when the benefit issuing agency or institution is required to resubmit the Document Verification Request with copies of all sides of each document presented by the non-citizen applicant.
15. Copy of document is not readable (please resubmit request)	Checked when the benefit issuing agency or institution is required to resubmit the Document Verification Request with higher quality copies of the original immigration documentation presented by the non-citizen applicant.

Blocks 16 and 17 were originally designed to assist benefit issuing agencies and institutions in determining when a non-citizen applicant was Permanently Residing [in the United States] Under Color of Law (PRUCOL). The INS would indicate if this class or category of non-citizen applicants were actively being pursued for expulsion at that time. The PRWORA replaced the PRUCOL doctrine, and Immigration Status Verifiers (ISVs) were instructed to no longer provide PRUCOL status determinations to benefit issuing agencies and institutions. However, the Noncitizen Benefit Clarification and Other Technical Amendments Act of 1998 amended PRWORA and requires INS to provide PRUCOL information to the Social Security Administration's Supplemental Security Income Program (SSA/SSI). Currently, SSA/SSI is the only program receiving PRUCOL determinations from INS.

Any additional ISV comments will be included at block 18.

The ISV will stamp and initial the front of the Document Verification Request in the block labeled "**stamp.**"

The following is an explanation of the INS information a benefit issuing agency or institution can obtain from the INS on the Document Verification Request Supplement:

1. **Immigration status.** The INS will provide the non-citizen applicant's current immigration status by conducting a thorough search of INS automated databases and paper files.
2. **Date alien entered the United States.** The INS will provide the original date the non-citizen applicant entered the United States. (This date is not always the same as what is provided through ASVI, when a non-citizen adjusts his or her immigration status. In most cases, the date of entry changes in ASVI to reflect the date the non-citizen obtained his or her Lawful Permanent Resident status.)
3. **Date status was granted.** The INS will provide the date the non-citizen obtained his or her current immigration status as noted in paragraph 1 above.
4. **Date status expires.** The INS will provide the date the non-citizen's immigration status expires. If the non-citizen's immigration status is indefinite, INS will provide this information in the response.
5. **Citizen status.** The INS will confirm whether a prior non-citizen naturalized and is a United States citizen.
6. **Special Benefit Provision for Certain Victims of Abuse.** The INS will confirm whether or not a non-citizen obtained his or her Lawful Permanent (or Conditional) Resident status because he or she was a battered alien or a parent of a battered child(ren) or a victim of domestic violence.
7. **Affidavit of Support.** The INS will confirm whether or not the non-citizen was sponsored on Form I-864, Affidavit of Support, and if so, INS will provide sponsorship information.

The ISV will initial and stamp the back of the form in the block labeled "**Stamp.**"

When the Document Verification Request and Supplement are returned, the benefit issuing agency or institution must refer to its own eligibility requirements to determine if the applicant qualifies for a benefit. The benefit provider makes the actual decision on award or denial of a benefit and is responsible for the establishment of a fair hearing process.

5-11 Delayed Replies

The Document Verification Request has been designed to allow rapid response to the submitting agency from INS. Mandated benefit issuing agencies or institutions should allow ten working days for processing. Other benefit issuing agencies and institutions should wait until the expiration of the timeframe specified in the MOU for all other benefit issuing agencies and institutions before contacting the INS Office to request information about verification. When it becomes necessary to contact the INS Office regarding the

status of a request, the benefit issuing agency or institution should be prepared to furnish the non-citizen's name, A-Number or Admission Number, and the date the original Document Verification Request was mailed to INS.

5-12 INS Record Keeping

The INS retains records on the secondary verification process to comply with the Privacy Act.

If any documentation submitted to an ISV indicates criminal misuse of government documents, it may be duplicated and forwarded to the Investigations Branch of INS or to other law enforcement agencies for initiation of an investigation or prosecution action, as may be appropriate. The benefit issuing agency or institution should follow its own guidelines for investigation and prosecuting cases of fraudulent documentation.

Glossary

Personnel at benefit issuing agencies and institutions will encounter unfamiliar terms in processing applications from non-citizens. The definitions in this glossary are informational in nature and should not be used for any other purpose. They do not represent any formal stance or policy of the Immigration and Naturalization Service (INS). Official definitions have been shortened or edited whenever necessary to facilitate use by benefit issuing agencies and institutions.

Table 4

Admission Number	An 11-digit number that is found on the Arrival-Departure Record (Form I-94) and should not be confused with the Alien Registration Number (A-Number)/Alien ID number.
Alien (Non-citizen)	Any person who is not a citizen or national of the United States.
Alien File (A-File)	The history file containing data and documentation pertaining to an individual alien. An A-File is created or amended when any one of several INS actions occurs, for example, application for permanent resident status.
Alien Registration Number (A-Number)/Alien ID Number	A unique 7-, 8- or 9-digit number assigned to an alien at the time his or her A-File is created.
Alien Status Verification Index (ASVI)	An INS database used by benefit issuing agencies and institutions, and other entities in verifying non-citizen immigration status established in accordance with the Immigration Reform and Control Act of 1986 (IRCA).
Asylee	A non-citizen already in the United States or at a port of entry who is granted asylum in the United States. Asylum may be granted to those persons who are unable or unwilling to return to their countries of nationality, or to seek the protection of those countries, because of persecution or a well-founded fear of persecution. This status is covered by Section 208 of the Immigration and Nationality Act (INA). (Also see definition for refugee, which explains the difference between asylum and refugee in the United States.)

Certificate of Citizenship	An identity document proving U.S. citizenship.
Certificate of Naturalization	An identity document proving U.S. citizenship.
Change of Non-Immigrant Status	The action of changing a non-immigrant's classification, e.g., from visitor to student.
Citizen	A person born in a country or who has become a naturalized citizen of that country.
Conditional Entrant	A refugee. (Refer to the definition for refugee conditional entrant, which more fully explains this status.)
Conditional Resident Alien	A non-citizen granted "conditional" resident status based on marriage to a U.S. citizen or national, or a permanent resident alien, for whom conditional status is removed after 2 years if INS rules favorably on a petition by the alien for retention of lawful permanent residence. (The non-citizen's children can also be granted this status.)
Document Verification Request (Form G-845)	A form used by benefit issuing agencies and institutions, and licensing issuing bureaus to request secondary verification of a non-citizen's immigration status from INS.
Documented Non-citizen (Alien)	A non-citizen in the United States who is in possession of valid INS documents.
File Control Office (FCO)	An INS office where A-files are maintained.
Green Card	A slang term describing the Alien Registration Receipt Card. Many versions of these forms are not green in color.
Illegal Alien	A foreign national who (a) entered the U.S. without inspection or with fraudulent documentation or (b) who, after entering legally as a non-immigrant, violated status and remained in the U.S. without authorization.
Immigrant	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States.

Immigrant Visa	A document, issued by a U.S. consulate or embassy abroad, which authorizes a non-citizen to apply for admission as an immigrant to the United States.
Immigration and Nationality Act of 1952 (INA)	Legislation that defined most immigration statutes now in use and formed the basis for U.S. immigration law and policies.
Immigration Reform and Control Act of 1986 (IRCA)	Legislation passed to deter illegal immigration to the United States, using employer sanctions and status verification, and to allow legalization of specific groups of non-citizens.
Immigration Status	The legal status conferred on a non-citizen by immigration law.
Immigration Status Verifier (ISV)	An INS employee who performs immigration status verification duties at local INS field offices.
Lawful Permanent Resident	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States.
Nationality	The state or country to which a person owes legal allegiance. Note that the country of birth does not necessarily correspond to the nationality.
Naturalization	The conferring of nationality of a state or country upon a person who has been born under allegiance to another nation.
Non-Immigrant	A non-citizen who seeks temporary entry to the United States for a specific purpose. This category includes foreign government officials, visitors for business and pleasure, and students. Some non-immigrants have specialized employment privileges, for example, foreign nationals who are employees of the U.S. office of a foreign-owned company.

Parolee	A non-citizen who appears to be inadmissible to the inspecting officer, but who is allowed to enter the United States under emergency conditions or when the non-citizen's entry is determined to be in the public interest. Although parolees are required to leave when the conditions supporting their parole cease to exist, they may sometimes adjust immigration status. Parolee status is covered by Section 212 of the INA.
Passport	Any travel document issued by competent authority showing the bearer's origin, identity, and nationality, if any, which is valid for the entry of the bearer into a foreign country.
Permanent Resident Alien	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States
Primary Verification	An automated query to validate a non-citizen's immigration status using the INS Alien Status Verification Index (ASVI) database.
PRUCOL	A person permanently residing in the United States under the color of law. This is not a status defined by the INA.
Refugee	Any person who is outside their country of nationality and who is unable or unwilling to return to that country because of persecution or a well-founded fear of persecution. Unlike asylees, refugees apply for and receive this status prior to entry into the United States. This status is covered by Section 207 of the INA.
Secondary Verification	A request to validate a non-citizen's immigration status, after or in lieu of automated immigration status verification, using Form G-845. Verification is performed by an ISV using various automated or manual sources.

Systematic Alien Verification for Entitlements (SAVE)	An intergovernmental information-sharing program that is available to benefit issuing agencies and institutions that need to determine a non-citizen's immigration status.
Undocumented Non-citizen (Alien)	A non-citizen in the United States without proper immigration documentation. He or she is in violation of U.S. immigration law.

Hispanic Names

The following instructions will assist user agencies in interpreting and recording Spanish language names correctly. Although INS files reflect some discrepancies, these guidelines were used in recording most Hispanic names. Note that the instructions do not apply to names from other Latin-base languages, i.e., Portuguese, French, Italian, or Romanian.

First Names

Many Spanish first names consist of more than one word, for example, Maria de los Angeles, Maria de la Luz, and Maria del Carmen. When written with a prepositional phrase, as in the examples above, the name should be treated as one first name. If the name is not recorded with a prepositional phrase, for example, Maria Luz or Maria Carmen, it should be considered first and middle names.

In recording Spanish names, nicknames should not be used. Many Spanish first names have equivalent nicknames, which are commonly used as first names, for example, Pancho for Francisco or Pepe for Jose.

Surnames

Hispanic persons customarily use the surnames of both parents. This double surname is derived from the first surname of the father and the first surname of the mother. Neither name is considered a middle name. The surname of the father precedes that of the mother.

The two surnames may be connected by the word “Y,” which means “and” for example, Juan Gomez Y Conde has Juan as a first name, Gomez as the surname of the father, and Conde as the surname of the mother. Some persons may hyphenate the two surnames, for example, Juan Gomez-Conde. For recording purposes, all double last names are entered with the father’s surname followed by the mother’s surname. Juan Gomez Y Conde would be entered as Juan Gomez Conde.

The preposition “de” with the articles “el,” “la,” “los,” or “las” will appear in a number of surnames. For example, the surname may be shown as de la Torre, de Alba, del Arco, or de la Cruz. Prepositions of this nature that precede the first surname are ignored in indexing. For example, the name of Jose de la Torre Munoz is recorded as Torre Munoz, Jose de la.

Married Names for Women

When a woman marries, she commonly drops the surname of her mother and adds the first surname of her husband, preceded by the preposition “de”. This indicates she is the “wife of” that man. Maria Gomez Garcia, when married to Juan Martinez Ramirez, would become Maria Gomez de Martinez and will be entered as Gomez de Martinez, Maria.

In the event of the husband’s death, the woman retains the same name and adds the phase “vda. de,” meaning “widow of.” For example, after her husband’s death the woman’s name would be Maria Gomez vda. de Martinez and should be entered as Gomez vda. de Martinez, Maria.

Note that the woman's first surname never changes, according to traditional Hispanic usage. After admission to the United States, however, some women have adopted the American custom of using the husband's surname as their own. Maria Gomez de Martinez may begin to give her name as Martinez, Maria Gomez.

INS Office Locations

State or Territory	Counties	INS Office
Alabama		Atlanta, GA
Alaska		Anchorage, AK
Arizona		Phoenix, AZ
Arkansas		Memphis, TN
California	Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura	Los Angeles, CA
California	Imperial and San Diego	San Diego, CA
California	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solono, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba	San Francisco, CA
Colorado		Denver, CO
Connecticut		Hartford, CT
Delaware		Philadelphia, PA
District of Columbia		Washington, DC
Florida		Miami, FL
Georgia		Atlanta, GA
Guam		Agana, GU
Hawaii		Honolulu, HI
Idaho		Helena, MT

Illinois		Chicago, IL
Indiana		Indianapolis, IN
Iowa		Omaha, NE
Kansas		Kansas City, MO
Kentucky		Memphis, TN
Louisiana		New Orleans, LA
Maine		Portland, ME

State or Territory	Counties	
Maryland		Baltimore, MD
Massachusetts		Boston, MA
Michigan		Detroit, MI
Minnesota		St. Paul, MN
Mississippi	Alcorn, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, DeSoto, Grenada, Humphreys, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Winston, and Yalobusha	Memphis, TN
Mississippi	Adams, Amite, Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Holmes, Issaquena, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Leake, Lincoln, Madison, Marion, Neshoba, Newton, Noxubee, Pearl River, Perry, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Walthall, Warren, Wayne, Wilkinson, and Yazoo	New Orleans, LA
Missouri	Andrew, Atchison, Barry, Barton, Bates, Benton, Boone, Buchanan, Caldwell, Callaway, Camden, Carroll, Cass, Cedar Christian, Clay, Clinton, Cole, Cooper, Dade, Dallas, Daviess, De Kalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Howell, Jackson, Jasper, Johnson, Laclede, Lafayette, Lawrence, Livingston, McDonald, Mercer, Miller, Moniteau, Morgan, Newton, Nodaway, Oregon, Osage, Ozark, Pettis, Platte, Polk, Pulaski, Putnam, Ray, St. Clair, Saline, Stone, Sullivan, Taney, Texas, Vernon, Webster, Worth, and Wright	Kansas City, MO

Missouri	Adair, Audrain, Bollinger, Butler, Cape Girardeau, Carter, Chariton, Clark, Crawford, Dent, Dunklin, Franklin, Gasconade, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Madrid, Pemiscot, Perry, Phelps, Pike, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Warren, Washington, and Wayne	St. Louis, MO
Montana		Helena, MT
Nebraska		Omaha, NE
Nevada	Clark, Esmeralda, Lincoln, and Nye	Las Vegas, NV
Nevada	Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine	Reno, NV
New Hampshire		Boston, MA
New Jersey		Newark, NJ
New Mexico		El Paso, TX

State or Territory	Counties	INS Office
New York	Albany, Broome, Chenango, Columbia, Delaware, Fulton, Greene, Hamilton, Herkimer, Madison, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, and Washington	Albany, NY
New York	Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Clinton, Cortland, Erie, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Niagara, Onondaga, Ontario, Orleans, Oswego, St. Lawrence, Schuyler, Seneca, Steuben, Tompkins, Wayne, Wyoming, and Yates	Buffalo, NY
New York	Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, and Westchester	New York, NY
North Carolina		Charlotte, NC
North Dakota		St. Paul, MN
Ohio		Cleveland, OH
Oklahoma		Dallas, TX
Oregon		Portland, OR
Pennsylvania	Adams, Berks, Bradford, Bucks, Cameron, Carbon, Centre, Chester, Clinton, Columbia, Cumberland, Dauphin, Delaware, Franklin, Fulton, Huntingdon, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York	Philadelphia, PA
Pennsylvania	Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland	Pittsburgh, PA
Puerto Rico		San Juan, PR
Rhode Island		Providence, RI
South Carolina		Charlotte, NC

South Dakota		St. Paul, MN
Tennessee		Memphis, TN

State or Territory	Counties	INS Office
Texas	Anderson, Andrews, Archer, Armstrong, Bailey, Baylor, Borden, Bosque, Bowie, Briscoe, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childtess, Clay, Cochran, Coilin, Coilingsworth, Comanche, Cooke, Cottie, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ellis, Erath, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Leon, Limestone, Lipscomb, Lubbock, Lynn, Marion, Martin, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Oehiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Red River, Roberts, Rockwall, Rusk, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Upshur, Van Zandt, Wheeler, Wichita, Wilbarger, Wise, Wood, Yoakum, and Young	Dallas TX
Texas	Brewster, Crane, Culberson, Eetor, El Paso, Hudspeth, Jeff Davis, Loving, Midland, Pecos, Presidio, Reeves, Terrell, Upton, Ward, and Winkler	El Paso, TX
Texas	Brooks, Cameron, Hidalgo, Kenedy, Kleberg, Starr, and Willacy	Harlingen, TX
Texas	Angelina, Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Liberty, Madison, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Walker, Waller, Washington, and Wharton	Houston, TX
Texas	Aransas, Atascosa, Bandera, Bastrop, Bee, Bell, Baxar, Blanco, Brazos, Brown, Burieson, Burner, Caldwell, Calhoun, Coke, Coleman, Comal, Concho, Coryell, Crockett, DeWitt, Dimmit, Duval, Edwards, Fails, Fayette, Frio, Gillespie, Glasscock, Goliad, Gonzales, Guadalupe, Harp, Hayes, Irion, Jackson, Jim Hogg, Jim Wells, Karnes, Kendall, Kerr, Kimble, Kinney, Lampasas, La Saile, Lavaca, Lee, Live Oak, Llano, McCulloch, McLennan, McMullen, Mason, Maverick, Medina, Menard, Milam, Mills, Nueces, Reagan, Real, Refugio, Robertson, Runnels, San Patricio, San Saba, Schleicher, Sterling, Sutton, Tom Green, Travis, Uvalde, Val Verde, Victoria, Webb, Williamson, Wilson, Zapata, and Zavala	San Antonio, TX

Utah		Denver, CO
Vermont		St. Albans, VT
Virginia	Accomack, Amelia, Brunswick, Caroline, Charles City, Chesterfield, Colonial Heights, Dinwiddie, Essex, Fredericksburg, Gloucester, Goochland, Greensville, Hanover, Henrico, Isle of Wight, James City, King and Queen, King William, Lancaster, Louisa, Lunenburg, Mathews, Mecklenburg, Middlesex, New Kent, Northampton, Northumberland, Nottoway, Powhatan, Prince Edward, Prince George, Richmond, Southhampton, Spotsylvania, Surry, Sussex, Westmoreland, and York	Norfolk, VA
State or Territory	Counties	INS Office
Virginia	Albemarle, Alleghany, Amherst, Appomattox, Arlington, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Buckingham, Campbell, Carroll, Charlotte, Clarke, Craig, Culpepper, Cumberland, Dickenson, Fairfax, Fauquier, Floyd, Fluvanna, Franklin, Frederick, Giles, Grayson, Greene, Halifax, Henry, Highland, King George, Lee, Loudoun, Madison, Montgomery, Nelson, Orange, Page, Patrick, Pittsylvania, Prince William, Pulaski, Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth, Stafford, Tazewell, Warren, Warwick, Washington, Wise, and Wythe	Washington, DC
Virgin Islands		St. Thomas, VI
Washington		Seattle, WA
Washington, DC		Washington, DC
West Virginia		Philadelphia, PA
Wisconsin		Milwaukee, WI
Wyoming		Denver, CO

INS Office Addresses

Alaska, Anchorage (ANC)	620 East 10th Avenue Suite 102 Anchorage, AK 99501-3708 Attention: Immigration Status Verifier Telephone: (907) 271-3418 Facsimile: (907) 271-3112
Arizona, Phoenix (PHO)	400 N. 5 th Street, 11 th Floor Phoenix, AZ 85004 Attention: Immigration Status Verifier Telephone: (602) 514-7711 or 7389 Facsimile: (602) 379-7791
California, Los Angeles (LOS)	300 N. Los Angeles Street Los Angeles, CA 90012 Attention: Immigration Status Verifier Telephone: (213) 894-6808 or 6573 or 6474 Facsimile: (213) 894-6660
California, San Diego (SND)	880 Front Street San Diego, CA 92101 Attention: Immigration Status Verifier Telephone: (619) 557-6727 Facsimile: (619) 557-6565
California, San Francisco (SFR)	Appraisers Building 630 Sansome Street Room 312 San Francisco, CA 94111-2280 Attention: Immigration Status Verifier Telephone: (415) 844-5121 or 5122 or 5123 or 5124 Facsimile: (415) 844-5120
Colorado, Denver (DEN)	4730 Paris Street Denver, CO 80239 Attention: Immigration Status Verifier Telephone: (303) 371-4415, Ext. 142 Facsimile: (303) 361-0617
Connecticut, Hartford (HAR)	450 Main Street Ribicoff Federal Building, Room 444 Hartford, CT 06103-3060 Attention: Immigration Status Verifier Telephone: (860) 240-3166 or 3052 Facsimile: (860) 240-3838

Florida, Miami (MIA)	7880 Biscayne Boulevard Miami, FL 33138 Attention: Immigration Status Verifier Telephone: (305) 762-3317 or 3667 or 3668 Facsimile: (305) 536-5708
Georgia, Atlanta (ATL)	77 Forsyth Street, SW Atlanta, GA 30303 Attention: Immigration Status Verifier Telephone: (404) 331-3251 Facsimile: (404) 331-3019
Guam, Agana (AGA)	Sirena Plaza Suite 100 108 Hernan Cortez Avenue Hagatna, GU 96910 Attention: Immigration Status Verifier Telephone: (671) 472-7204 Facsimile: (671) 472-7491
Hawaii, Honolulu, (HHW)	595 Ala Moana Boulevard Honolulu, HI 96813 Attention: Immigration Status Verifier Telephone: (808) 532-2726 or 2727 Facsimile: (808) 532-4687
Illinois, Chicago (CHI)	10 W. Jackson Boulevard, Room 222 Chicago, IL 60604 Attention: Immigration Status Verifier Telephone: (312) 385-1806 Facsimile: (312) 385-3409
Indiana, Indianapolis (INP)	950 N. Meridan Street Gateway Plaza, Room 400 Indianapolis, IN 46204 Attention: Immigration Status Verifier Telephone: (317) 226-6162 Facsimile: (317) 226-5424
Louisiana, New Orleans (NOL)	Postal Service Building Room T-8005 701 Loyola Avenue New Orleans, LA 70113 Attention: Immigration Status Verifier Telephone: (504) 589-6860 Facsimile: (504) 589-4451

Maine, Portland (POM)	176 Gannett Drive South Portland, ME 04106 Attention: Immigration Status Verifier Telephone: (207) 780-3628, Ext. 217 Facsimile: (207) 780-3481
Maryland, Baltimore (BAL)	Fallon Federal Building 31 Hopkins Plaza Baltimore, MD 21201 Attention: Immigration Status Verifier Telephone: (410) 962-2436 or 2437 Facsimile: (410) 962-2105
Massachusetts, Boston (BOS)	JFK Federal Building Government Center Boston, MA 02203 Attention: Immigration Status Verifier Telephone: (617) 565-4897 or 3046 Facsimile: (617) 565-4529
Michigan, Detroit (DET)	Federal Building 333 Mt. Elliott Street Detroit, MI 48207 Attention: Immigration Status Verifier Telephone: (313) 568-6058, Voice Mail 765 Facsimile: (313) 568-6004
Minnesota, St. Paul (SPM)	2901 Metro Drive Suite 100 Bloomington, MN 55425 Attention: Immigration Status Verifier Telephone: (612) 313-9032 (Press 3) Facsimile: (612) 335-9034
Missouri, Kansas City (KAN)	9747 N. Conant Avenue Kansas City, MO 64153 Attention: Immigration Status Verifier Telephone: (816) 891-6745 Facsimile: (816) 891-7639
Missouri, St. Louis (STL)	Robert A. Young Federal Building 1222 Spruce Street Room 1.100 St. Louis, MO 63103-2815 Attention: Immigration Status Verifier Telephone: (314) 539-2517 Facsimile: (314) 539-2444

Montana, Helena (HEL)	2800 Skyway Drive Helena, MT 59601 Attention: Immigration Status Verifier Telephone: (406) 449-5428 Facsimile: (406) 449-5752
Nebraska, Omaha (OMA)	3736 S. 132nd Street Omaha, NE 68144 Attention: Immigration Status Verifier Telephone: (402) 697-9302 or 9305 Facsimile: (402) 697-9064
Nevada, Las Vegas (LVG)	3373 Pepper Lane Las Vegas, NV 89120-2739 Attention: Immigration Status Verifier Telephone: (702) 388-6626 or 6868 or 6865 Facsimile: (702) 388-6627
Nevada, Reno (REN)	1351 Corporate Boulevard Reno, NV 89502 Attention: Immigration Status Verifier Telephone: (775) 784-5186 Facsimile: (775) 784-5899
New Jersey, Newark (NEW)	Federal Building 970 Broad Street Newark, NJ 07102 Attention: Immigration Status Verifier Telephone: (973) 504-6902 Facsimile: (973) 645-2304
New York, Albany (ALB)	1086 Troy-Schenectady Road Latham, NY 12110 Attention: Immigration Status Verifier Telephone: (518) 220-2100, Ext. 117 Facsimile: (518) 220-2171
New York, Buffalo (BUF)	130 Delaware Avenue Buffalo, NY 14202 Attention: Immigration Status Verifier Telephone: (716) 551-4741, Ext. 4627 or Ext. 4275 Facsimile: (716) 551-4720
New York, New York (NYC)	26 Federal Plaza 7th Floor, Room 130 New York, NY 10278 Attention: Immigration Status Verifier Telephone: (212) 264-5740 or 5766 or 5073 or 5872 Facsimile: (212) 264-5436

North Carolina, Charlotte (CLT)	210 East Woodlawn Road Building 6, Suite 138 Charlotte, NC 28217 Attention: Immigration Status Verifier Telephone: (704) 672-6940 Facsimile: (704) 672-6989
Ohio, Cleveland (CLE)	1240 East 9th Street Room 1917 Cleveland, OH 44199 Attention: Immigration Status Verifier Telephone: (216) 522-2268 or (216) 522-2612 Facsimile: (216) 522-7039
Oregon, Portland (POO)	Federal Office Building 511 Northwest Broadway Portland, OR 97209 Attention: Immigration Status Verifier Telephone: (503) 326-5934 or 5944 Facsimile: (503) 326-7182
Pennsylvania, Philadelphia (PHI)	1600 Callowhill Street Philadelphia, PA 19130 Attention: Immigration Status Verifier Telephone: (215) 656-7186 or 7182 Facsimile: (215) 656-7200
Pennsylvania, Pittsburgh (PIT)	314 Liberty Building 1000 Liberty Avenue Pittsburgh, PA 15222 Attention: Immigration Status Verifier Telephone: (412) 395-4551 or 4552 Facsimile: (412) 395-6375
Puerto Rico, San Juan (SAJ)	PO Box 365068 San Juan, PR 00936 Attention: Immigration Status Verifier Telephone: (787) 706-2357 or 2358 Facsimile: (787) 706-2303
Rhode Island, Providence (PRO)	200 Dyer Street Providence, RI 02903 Attention: Immigration Status Verifier Telephone: (401) 528-5563 or 5528 Facsimile: (401) 528-5549

Tennessee, Memphis (MEM)	1341 Sycamore View Suite 100 Memphis, TN 38134 Attention: Immigration Status Verifier Telephone: (901) 544-0256, Ext. 121 or 122 Facsimile: (901) 544-0572
Texas, Dallas (DAL)	8101 North Stemmons Freeway Dallas, TX 75247 Attention: Immigration Status Verifier Telephone: (214) 905-5725 or 5726 Facsimile: (214) 905-5587
Texas, El Paso (ELP)	1545 Hawkins Boulevard El Paso, TX 79925 Attention: Immigration Status Verifier Telephone: (915) 225-1823 or 1824 or 1818 Facsimile: (915) 225-1812
Texas, Harlingen (HLG)	2102 Teege Street Harlingen, TX 78550 Attention: Immigration Status Verifier Telephone: (956) 427-8691 or 8921 or 8922 Facsimile: (956) 423-7147
Texas, Houston (HOU)	126 Northpoint Drive Houston, TX 77060 Attention: Immigration Status Verifier Telephone: (281) 774-4685 or 4689 or 4818 Facsimile: (281) 774-5983
Texas, San Antonio (SNA)	8940 Fourwinds Drive Suite 2020 San Antonio, TX 78239 Attention: Immigration Status Verifier Telephone: (210) 967-7037 or 7038 or 7039 Facsimile: (210) 967-7032
Vermont, St. Albans (STA)	Federal Building P.O. Box 328 St. Albans, VT 05478 Attention: Immigration Status Verifier Telephone: (802) 527-3257 Facsimile: (802) 527-3262

Vermont Service Center (VSC)	75 Lower Welden Street St. Albans, VT 05479-0001 Attention: Immigration Status Verifier Telephone: (802) 527-4700, Ext. 4676 Facsimile: (802) 527-3252 or 3159
Virginia, Norfolk (NOR)	Norfolk Commerce Park 5280 Hennemam Drive Norfolk, VA 23513 Attention: Immigration Status Verifier Telephone: (757) 858-6183 or 6184 Facsimile: (757) 858-6273
Virgin Islands, St. Thomas, Charlotte Amalie (CHA)	Nisky Center Suite 1A, First Floor South St. Thomas, VI 00802 Attention: Immigration Status Verifier Telephone: (340) 774-1390 Facsimile: (340) 776-4981
Washington, DC (WAS)	4420 North Fairfax Drive Arlington, VA 22203 Attention: Immigration Status Verifier Telephone: (202) 307-1651 or 1587 or 1558 Facsimile: (202) 307-1628
Washington, Seattle (SEA)	815 Airport Way South Seattle, WA 98134 Attention: Immigration Status Verifier Telephone: (206) 553-1394 or 7928 or 0636 or 0649 Facsimile: (206) 553-2730
Wisconsin, Milwaukee (MIL)	Federal Building Room 186 517 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Immigration Status Verifier Telephone: (414) 297-3592 Facsimile: (414) 297-3152

INS Records Systems

The Central Index System (CIS) is the centralized computer-based information system that serves INS in both the immigration services and enforcement areas. The CIS references all Alien Files numbered A12 000 000 and above, and many with lower numbers. The CIS users may:

- Perform searches using the Alien Registration Number, Social Security number, Naturalization Number, and other keys.
- Search records by exact name, “sounds like” name, and alias name.
- Reference other INS systems that contain data pertinent to each record.
- Track the location and transfer of Alien Files between INS offices.

Non-Immigrant Information System

The Non-Immigrant Information System (NIIS) is a mainframe system available to all INS offices with access to the Department of Justice (DOJ) computer. It stores arrival and departure records for non-immigrant foreign nationals and provides automation support for tracking their arrivals and departures.

Alien Status Verification Index

A subset of CIS and NIIS, the Alien Status Verification Index (ASVI) database contains information on over 60 million non-citizens and is used by benefit issuing agencies and institutions in verifying non-citizen immigration status. Chapter 3 of this manual gives additional information on the ASVI database.

Computer-Linked Applications Information Management System

The Computer-Linked Applications Information Management System (CLAIMS) is a local area network (LAN) and a mainframe system that records and tracks cases for immigration benefits. It incorporates casework-oriented software systems designed to support the processing of applications or petitions for immigration benefits. The CLAIMS database supports the adjudication efforts of the INS and serves as a central source for document production. The Direct Mail Program instituted by the INS allows the public to mail applications and petitions directly to INS Service Centers and to locations where they are processed on a LAN version of the system. These records are then migrated to the mainframe system for further processing. The CLAIMS also includes a receipt tracking system in which an application is received and then adjudicated. Adjudicators working CLAIMS cases are restricted from contact with the public in order to maintain a high level of productivity. Cases that require contact with the public are transferred from the Service Centers to the District Offices for interviews with the applicant. External interagency interfaces include: the Social Security Administration, the Internal Revenue Service, the Department of State, the U.S. Customs Service, and the Federal Bureau of Investigations.

Students/Schools System

The Students/Schools System (STSC) is an automated database that contains information on foreign students at U.S. academic and vocational educational institutions.

Deportable Alien Control System

The Deportable Alien Control System (DACCS) is an automated database that supports field casework activities associated with aliens who are detained or placed under docket control for deportation or exclusion. All INS field offices have access to the system.

Alien Files

The Alien Files (A-Files) are the comprehensive paper files on individuals of interest to the INS. The A-File contains copies of all pertinent INS documents. The jacket number on a folder is assigned as the A-Number.

INS Microfilm Files

Before automation, many INS source documents and file indices resided on microfilm for efficiency of storage and retrieval.

Federal Records Center Index

The INS maintains index cards of A-Files that have been retired to Federal Records Centers. The INS may retrieve these A-Files upon request. The index cards contain much of the same data as the CIS, including the A-Number, name, date and place of birth, date and port of entry, and alien status.

Questions and Answers

Q: What is the SAVE program?

A: The Systematic Alien Verification for Entitlements (SAVE) program is an intergovernmental information-sharing initiative designed to aid federal, state, and local benefit providers in determining a non-citizen's immigration status, and thereby ensure that only entitled non-citizens receive public benefits.

Q: What is the cost of the SAVE program to the user?

A: The cost of access to the Immigration and Naturalization Service's Alien Status Verification Index (ASVI) varies by access method. We currently offer five different access methods with a transaction cost that varies from \$.02 to \$.23 per query.

Q: What is the system's response time?

A: The response time for a primary (automated) query of the ASVI database is 3 to 5 seconds. The manual verification process for the mandated agencies is within 10 working days and is negotiable with non-mandated agencies, usually within 20 working days.

Q: What safeguards exist in the SAVE system to prevent benefit issuing agencies and institutions from erroneously denying a benefit based on a primary response from INS?

A: Under the standardized SAVE system, in most cases, a benefit is never denied, delayed, reduced, or terminated based solely upon the response from primary. A secondary verification procedure is in place as a precautionary measure.

Q: Is any further action required when a non-citizen's status is verified in the Alien Status Verification Index (ASVI)?

A: No further check is required if there are no material differences between the data in ASVI and the information in the non-citizen's immigration documentation, and if the status on the screen does not state "Institute Secondary Verification."

Q: What if the applicant's Alien Registration Number, when queried in ASVI, shows information about a different individual?

A: Users must make certain that biographical data matches the non-citizen applicant. If not, "secondary verification" should be instituted with INS.

Q: What does “Institute Secondary Verification” mean?

A: This is one response to primary verification that benefit issuing agencies and institutions will receive from ASVI. When this message is received, obtain photocopies of the front and back of the non-citizen’s immigration documentation, attach to a completed Document Verification Request, and forward the form to the designated Immigration and Naturalization Service File Control Office for secondary verification. Immigration documentation presented by the applicant must be returned to the applicant.

Q: Is the applicant an “illegal non-citizen” when secondary verification is requested?

A: No. A request for secondary verification means that the present classification in the computer database indicates something other than a legal permanent resident. In some instances, this means that the non-citizen’s record is very new. Secondary verification is a safeguard to prevent denial of benefits to eligible non-citizen applicants. It also should be used whenever there is a discrepancy between information in ASVI and information presented by the applicant.

Q: Does INS provide information to federal, state, and local government benefit issuing agencies and institutions to assist them in understanding INS’ role in the SAVE process?

A: Yes. The SAVE program provides the users with user manuals and conducts periodic users’ meetings to discuss INS’ role and address the users’ concerns. In addition, SAVE program staff members are available to answer questions either in writing or by telephone.

Q: Will INS be involved in verifying citizenship status?

A: Yes. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) requires INS to respond to inquiries by federal, state, and local government agencies seeking to verify or determine the citizenship or immigration status of any individual within the jurisdiction of the agency for any lawful purpose. Additionally, IIRIRA provides that the Attorney General, in consultation with the Secretary of Health and Human Services, will establish procedures for persons applying for public benefits to provide proof of citizenship in a fair and non-discriminatory manner.

Q: Is INS' database capable of providing the information that states and agencies will need?

A: INS' current SAVE program can electronically verify the status of most lawful permanent residents as well as aliens in many other categories. Copies of documents must be sent to INS for further verification for certain groups of aliens or when status cannot be verified immediately through the automated system. This additional verification ensures that all available INS records systems can be checked and that benefits are not delayed, denied, reduced, or terminated to eligible persons. It is anticipated that the SAVE program will be able to accommodate the anticipated workload under the welfare provisions.

Q: For what programs do states have to verify immigration status with the INS?

A: Verification is mandatory for federal public benefits. State and local benefit issuing agencies and institutions may choose to verify immigration status with INS for applicants for state and local public benefit programs.

Q: Can INS verify sponsorship information?

A: Yes. INS currently supplies benefit issuing agencies and institutions with information that sponsors provided on the original affidavit of support. However, this information is not currently automated and is provided through the secondary verification process. The IIRIRA requires that INS make sponsorship information available in the SAVE system.

Q: Are all non-citizens in the United States required to carry non-citizen registration documents?

A: Section 264(e) of the Immigration and Nationality Act states in part that, "Every alien, 18 years of age and older, shall at all times carry with him and have in his personal possession any certificate of alien registration or alien registration receipt card issued to him..." Failure to comply with the provisions of this subsection constitutes a misdemeanor and, if found guilty, a non-citizen can be subject to a fine, imprisonment, or both.

Q: What documents should a non-citizen have in his or her possession?

A: There are many types of non-citizen registration documents. Most non-citizens will have one of the following items: Resident Alien Card (Form I-551), Employment Authorization Card (Form I-688A), Employment Authorization Document (Form I-688B or (Form I-766), Temporary Resident Card (I-688), Fee Receipt (Form I-689), Arrival-Departure Record (Form I-94), Re-Entry Permit (Form I-327), or Refugee Travel Document (Form I-571). Other types of non-citizen documentation include notifications on the letterhead of the Immigration and Naturalization Service, U.S. stamps in passports, or INS computer-printed fee receipts. If an applicant presents an unfamiliar type of documentation, follow the secondary verification procedures outlined in this manual.

Q: Is it legal to photocopy Immigration and Naturalization Service documents?

A: Most non-citizen registration documentation may be photocopied. However, use of the copies for criminal purposes constitutes fraud. Any document issued by the Immigration and Naturalization Service that cannot be copied will have a warning printed on the document.

Appendix 3

Acceptable Forms of Verification

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Age. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Birth Certificate Baptismal Certificate Military Discharge papers Valid passport Census document showing age Naturalization certificate Social Security Administration Benefits printout 		
<ul style="list-style-type: none"> Alimony or child support. 	<ul style="list-style-type: none"> Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule. Written statement provided by ex-spouse or income source indicating all of above. If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments. 	<ul style="list-style-type: none"> Telephone or in-person contact with ex-spouse or income source documented in file by the owner. 	<ul style="list-style-type: none"> Copy of most recent check, recording date, amount, and check number. Recent original letters from the court. 	<ul style="list-style-type: none"> Notarized statement or affidavit signed by applicant indicating amount received. If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due. 	<ul style="list-style-type: none"> Amounts awarded but not received can be excluded from annual income only when applicants have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Assets disposed of for less than fair market value. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years. If applicable, certification signed by the owner of the asset disposed of that shows: <ul style="list-style-type: none"> Type of assets disposed of; Date disposed of; Amount received; and Market value of asset at the time of disposition. 	<ul style="list-style-type: none"> Only count assets disposed of within a two-year period prior to examination or re-examination.

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^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Auxiliary apparatus. 	<ul style="list-style-type: none"> Written verification from source of costs and purpose of apparatus. Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member. In case where the disabled person is employed, statement from employer that apparatus is necessary for employment. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources documented in file by the owner. 	<ul style="list-style-type: none"> Copies of receipts or evidence of periodic payments for apparatus. 		<ul style="list-style-type: none"> The owner must determine if expense is to be considered medical or disability assistance.
<ul style="list-style-type: none"> Care attendant for disabled family members. 	<ul style="list-style-type: none"> Written verification from attendant stating amount received, frequency of payments, hours of care. Written certification from doctor or rehabilitation agency that care is necessary to employment of family member. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the owner. 	<ul style="list-style-type: none"> Copies of receipts or cancelled checks indicating payment amount and frequency. 	<ul style="list-style-type: none"> Notarized statement or signed affidavit attesting to amounts paid. 	<ul style="list-style-type: none"> The owner must determine if this expense is to be considered medical or disability assistance.

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^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment). 	<ul style="list-style-type: none"> Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education. Verification of employment as required under Employment Income. Verification of student status (full or part-time) as required under Full-Time Student Status. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the owner. 	<ul style="list-style-type: none"> Copies of receipts or cancelled checks indicating payments. For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care. 	<ul style="list-style-type: none"> For verification of “looking for work,” details of job search effort as required by owner’s written policy. 	<ul style="list-style-type: none"> Allowance provided only for care of children 12 and younger. When same care provider takes care of children and disabled person, the owner must prorate expenses accordingly. Owners should keep in mind that costs may be higher in summer months and during holiday periods. The owner must determine which family member has been enabled to work. Care for employment and education must be prorated to compare to earnings. Costs must be “reasonable.”
<ul style="list-style-type: none"> Citizenship 				<ul style="list-style-type: none"> Citizens must sign declaration certifying U.S. Citizenship. 	<ul style="list-style-type: none"> Owners may require applicants/residents to provide verification of citizenship.

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^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Current net family assets. 	<ul style="list-style-type: none"> Verification forms, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert nonliquid assets into cash. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate source, documented in file by the owner. 	<ul style="list-style-type: none"> Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution. Copies of real estate tax statements, if tax authority uses approximate market value. Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash. Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs. 	<ul style="list-style-type: none"> Notarized statement or signed affidavit stating cash value of assets or verifying cash held at applicant's home or in safe deposit box. 	<ul style="list-style-type: none"> Use current balance in savings accounts and average monthly balance in checking accounts for last 6 months. Use cash value of all assets (the net amount the applicant would receive if the asset were converted to cash). NOTE: This information can usually be obtained simultaneously when verifying income from assets and employment (e.g., value of pension).

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES			Documents Provided by Applicant	Self-Declaration	Verification Tips
	Third Party ^a		Written ^b			
	Oral ^c	Written ^b				
<ul style="list-style-type: none"> Disability status. 	<ul style="list-style-type: none"> Verification from medical professional stating that individual qualifies under the definition of disability. 	<ul style="list-style-type: none"> Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation. 		<ul style="list-style-type: none"> Not appropriate. 	<ul style="list-style-type: none"> If a person receives Social Security Disability solely due to a drug or alcohol problem, the person is not considered disabled under housing law. A person that does not receive Social Security Disability may still qualify under the definition of a person with disabilities. Owners must not seek to verify information about a person's specific disability other than obtaining a professional's opinion of qualification under the definition of a person with disabilities. 	

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Dividend income and savings account interest income. 	<ul style="list-style-type: none"> Verification form completed by bank. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate party, documented in file by the owner. 	<ul style="list-style-type: none"> Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest). Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months. Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant. 	<ul style="list-style-type: none"> Not appropriate. 	<ul style="list-style-type: none"> The owner must obtain enough information to accurately project income over next 12 months. Verify interest rate as well as asset value.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Employment Income including tips, gratuities, overtime. 	<ul style="list-style-type: none"> Verification form completed by employer. 	<ul style="list-style-type: none"> Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the owner. 	<ul style="list-style-type: none"> W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected. Paycheck stubs or earning statements. 	<ul style="list-style-type: none"> Notarized statements or affidavits signed by applicant that describe amount and source of income. 	<ul style="list-style-type: none"> Always verify: frequency of gross pay (i.e., hourly, biweekly, monthly, bimonthly); anticipated increases in pay and effective dates; overtime. Require most recent 6-8 consecutive pay stubs; do not use check without stub. For a fee, additional information can be obtained from The Work Number 800-996-7556; First American Registry 800-999-0350; and Verifax 800-969-5100. Fees are valid project expenses. Information does not replace third-party verification.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Family composition. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Birth certificates Divorce actions Drivers' licenses Employer records Income tax returns Marriage certificates School records Social Security Administration records Social service agency records Support payment records Utility bills Veterans Administration (VA) records 		<ul style="list-style-type: none"> An owner may seek verification only if the owner has clear written policy.
<ul style="list-style-type: none"> Family type. <p>(Information verified only to determine eligibility for project, preferences, and allowances.)</p>	<ul style="list-style-type: none"> Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification. Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the owner. 	<ul style="list-style-type: none"> Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, baptismal certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits. Disabled, blind: evidence of receipt of SSI or Disability benefits. 	<ul style="list-style-type: none"> Elderly Status: Applicant's signature on application is generally sufficient. 	<ul style="list-style-type: none"> Unless the applicant receives income or benefits for which elderly or disabled status is a requirement, such status must be verified. Status of disabled family members must be verified for entitlement to \$480 dependent deduction and disability assistance allowance. Owner may not ask the nature/extent of disability.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

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Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Full-time student status (of family member 18 or older, excluding head, spouse, or foster children). 	<ul style="list-style-type: none"> Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources documented in file by the owner. 	<ul style="list-style-type: none"> School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended. 		
<ul style="list-style-type: none"> Immigration Status. 	<ul style="list-style-type: none"> Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845. 	<ul style="list-style-type: none"> None. 	<ul style="list-style-type: none"> Applicant/resident must provide appropriate immigration documents to initiate verification. 	<ul style="list-style-type: none"> Noncitizens must sign declaration certifying the following: <ul style="list-style-type: none"> – Eligible immigration status; or – Decision not to claim eligible status. 	<ul style="list-style-type: none"> Owners must require noncitizens requesting assistance to provide verification of eligible immigration status.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions). 	<ul style="list-style-type: none"> Award or benefit notification letters prepared and signed by authorizing agency. TRACS or REAC may provide verification for social security. 	<ul style="list-style-type: none"> Telephone or in-person contact with income source, documented in file by the owner. NOTE: For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party. 	<ul style="list-style-type: none"> Current or recent check stubs with date, amount, and check number recorded by the owner. Award letters or computer printout from court or public agency. Copies of validated bank deposit slips, with identification by bank. Most recent quarterly pension account statement. 		<ul style="list-style-type: none"> Checks or automatic bank deposit slips may not provide gross amounts of benefits if applicant has deductions made for Medicare Insurance. Pay stubs for the most recent four to six weeks should be obtained. Copying of U.S. Treasury checks is not permitted. Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended.
<ul style="list-style-type: none"> Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.) 	<ul style="list-style-type: none"> Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained. 	<ul style="list-style-type: none"> Telephone or in-person contact with appropriate party, documented in file by the owner. 	<ul style="list-style-type: none"> Copy of the contract. Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months. NOTE: Copy of a check paid by the buyer to the applicant is not acceptable. 		<ul style="list-style-type: none"> Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset. The owner must get enough information to compute the actual interest income for the next 12 months.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Medical expenses. 	<ul style="list-style-type: none"> Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance. 	<ul style="list-style-type: none"> Telephone or in-person contact with these sources, documented in file by the owner. 	<ul style="list-style-type: none"> Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months. Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months. Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant. Receipts or ticket stubs that verify transportation expenses directly related to medical expenses. 	<ul style="list-style-type: none"> Notarized statement or signed affidavit of transportation expenses directly related to medical treatment, if there is no other source of verification. 	<ul style="list-style-type: none"> Medical expenses are not allowable as deduction unless applicant is an elderly or disabled family. Status must be verified.
<ul style="list-style-type: none"> Need for an assistive animal. 	<ul style="list-style-type: none"> Letter from medical provider. 				<ul style="list-style-type: none"> If the owner's policy is to verify this need, owner must implement policy consistently.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Net Income for a business. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Form 1040 with Schedule C, E, or F. Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement. Any loan application listing income derived from business during the preceding 12 months. For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E. 		
<ul style="list-style-type: none"> Recurring contributions and gifts. 	<ul style="list-style-type: none"> Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts. 	<ul style="list-style-type: none"> Telephone or in-person contact with source documented in file by the owner. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts. 	<ul style="list-style-type: none"> Sporadic contributions and gifts are not counted as income.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Self-employment, tips, gratuities, etc. 	None available.	None available.	<ul style="list-style-type: none"> Form 1040/1040A showing amount earned and employment period. 	<ul style="list-style-type: none"> Notarized statement or affidavit signed by applicant showing amount earned and pay period. 	
<ul style="list-style-type: none"> Social security number. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Original Social Security card Driver's license with SSN Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union. Earnings statements on payroll stubs Bank statement Form 1099 Benefit award letter Retirement benefit letter Life insurance policy Court records 	<ul style="list-style-type: none"> Certification that document is complete/accurate unless original Social Security card is provided. 	<ul style="list-style-type: none"> Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 will be able to disclose their social security numbers but unable to supply cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to DHS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating that social security numbers have been assigned.
<ul style="list-style-type: none"> Unborn children. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> None required. 	<ul style="list-style-type: none"> Applicant/tenant self-certifies to pregnancy. 	<ul style="list-style-type: none"> Owner may not verify further than self-certification.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			Self-Declaration	Verification Tips
	Third Party ^a		Documents Provided by Applicant		
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Unemployment compensation. 	<ul style="list-style-type: none"> Verification form completed by source. 	<ul style="list-style-type: none"> Telephone or in-person contact with agency documented in a file by an owner. 	<ul style="list-style-type: none"> Copies of checks or records from agency provided by applicant stating payment amounts and dates. Benefit notification letter signed by authorizing agency. 		<ul style="list-style-type: none"> Frequency of payments and expected length of benefit term must be verified. Income not expected to last full 12 months must be calculated based on 12 months and interim recertification completed when benefits stop.
<ul style="list-style-type: none"> Welfare payments (as-paid states only). 	<ul style="list-style-type: none"> Verification form completed by welfare department indicating maximum amount family may receive. Maximum shelter schedule by household size with ratable reduction schedule. 	<ul style="list-style-type: none"> Telephone or in-person contact with income source, documented in file by the owner. 	<ul style="list-style-type: none"> Maximum shelter allowance schedule with ratable reduction schedule provided by applicant. 	<ul style="list-style-type: none"> Not appropriate. 	<ul style="list-style-type: none"> Actual welfare benefit amount not sufficient as proof of income in "as-paid" states or localities since income is defined as maximum shelter amount.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 3: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party ^a		Documents Provided by Applicant	Self-Declaration	
	Written ^b	Oral ^c			
<ul style="list-style-type: none"> Zero Income. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Applicant/Tenant self-certifies to zero income. 	<ul style="list-style-type: none"> Owners may require applicant/tenant to sign verification release of information forms for state, local, and federal benefits programs, as well as the HUD 9887 and HUD 9887-A. Owners may require the tenant to reverify zero income status at least every 90 days.

^a**NOTE:** Requests for verification from third parties must be accompanied by a Consent to Release form.

^b**NOTE:** If the original document is witnessed but is a document that should not be copied, the owner should record the type of document, any control or serial numbers, and the issuer. The owner should also initial and date this notation in the file.

^c**NOTE:** For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.

Appendix 4

HUD Model Leases

- **Appendix 4-A: Model Lease for Subsidized Programs (Family Model Lease)**
- **Appendix 4-B: Model Lease for Section 202/8 or Section 202 PRACs**
- **Appendix 4-C: Model Lease for Section 202 PRACs**
- **Appendix 4-D: Model Lease for Section 811 PRACs**

Appendix 4-A

Model Lease for Subsidized Programs (Family Model Lease)

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are _____, referred to as the Landlord, and _____ (A) _____, referred to as the Tenant. The Landlord leases to the Tenant unit number _____, located at _____ in the project known as _____.
2. Length of Time (Term): The initial term of this Agreement shall begin on _____ (A) _____ and end on _____ (B) _____. After the initial term ends, the Agreement will continue for successive terms of one _____ (C) _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$ _____ (A) _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ (B) _____ per month. This amount is due on the _____ (C) _____ day of the month at _____ (D) _____.
The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Certification and Recertification of Tenant Eligibility Form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
 - a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
 - d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;

- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may Collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$_____ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put "x" by any Utility Included in Tenant Rent
_____	Heat	_____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (Specify.	_____
_____	_____	_____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3)

Show \$ Amount Tenant
Pays to Landlord in
Addition to Rent

Parking	\$ _____
Other (Specify.)	\$ _____
_____	\$ _____

- 8. Security Deposits: The Tenant has deposited \$___ (A)___ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

-
- C. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at (B) %, beginning (C) , less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within (D) days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ for each key not returned.
10. Maintenance:
- a. The Landlord agrees to:
 - (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;

- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order:
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide

accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions:

The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Certification and Recertification of Tenant Eligibility. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

14. Rules:

The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications:

Every year around the __ (A) __ day of _____ (B) __, the Landlord will request the Tenant to report the income and composition

of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
- b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.
 - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction.

However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)

- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of

assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units according to the size of the household and the age and sex of the household members. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.

- a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
- b. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.

- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.
21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.
23. Termination of Tenancy:
- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit. If the Tenant does not give the full 30-day notice, the Tenant shall be liable for rent up to the end of the 30 days for which notice was required or to the date the unit is re-rented, whichever date comes first.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord

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- and Tenant Act;
3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant is 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;
 8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Tenant to prepare a defense;
- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- advise the Tenant of his/her right to defend the action in court.

- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

- 24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

- 25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

- 26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

- 27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
 - a. Attachment No. 1 - Certification and Recertification of Tenant Eligibility. (59 Certification)
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).

- 28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

- 29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of

the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

1. _____ /_____/_____
Date Signed

2. _____ /_____/_____
Date Signed

3. _____ /_____/_____
Date Signed

LANDLORD
BY:

1. _____ /_____/_____
Date Signed

Appendix 4-B

Model Lease for Section 202/8 or Section 202 PACs

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Project Name

HUD Project Number

Model Lease For Use Under:

(1) The Section 202 Program of Housing for the Elderly or Handicapped in conjunction with the Section 8 Housing Assistance Payments Program; and (2) the Section 202 Program for Nonelderly Handicapped Families and Individuals in conjunction with Section 162 assistance and Project Assistance Contracts.

This agreement made and entered into this _____ day of _____, 20__, between _____, as LANDLORD, and _____, as TENANT.

WITNESSETH

WHEREAS, the LANDLORD is the Mortgagor under a Mortgage covering the project in which the hereinafter described unit is situated, which secures a loan made by the Secretary of Housing and Urban Development (HUD)(hereinafter "Secretary") pursuant to Section 202 of the Housing Act of 1959, as amended, and

WHEREAS, the LANDLORD has entered into a Housing Assistance Payments (HAP) Contract with the Secretary, or the LANDLORD has entered into a Project Assistance Contract (PAC) with the Secretary, (STRIKE INAPPLICABLE CONTRACT), and

WHEREAS, pursuant to a Regulatory Agreement entered into between the LANDLORD and the Secretary, the LANDLORD has agreed to limit occupancy of the project to elderly or handicapped families and individuals as defined in Section 202 of the Housing Act of 1959, as amended, and applicable HUD regulations under criteria for eligibility of TENANTS for admission to Section 8 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the HAP Contract, or applicable HUD regulations under criteria for eligibility of TENANTS for admission to Section 162 assisted units and conditions of continued occupancy in accordance with the terms and provisions of the PAC, (STRIKE INAPPLICABLE REGULATIONS); and

WHEREAS, the LANDLORD has determined that the TENANT is eligible to pay less than the contract rent for the described unit,

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as

for a term of one year commencing on the _____ day of _____, 20__,

and ending on the _____ day of _____, 20__.

2. The total rent (Contract Rent) shall be \$_____ per month.

3. The total rent specified in Paragraph 2, above, shall include the following utilities:

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility Allowance is \$_____:

Charges for such service(s) is/are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose. (Note: Utility Allowance is not applicable to non-Section 8 tenants.)

4. Where meal service is a condition of occupancy, the charge for such meals shall be \$_____ per month, and a mandatory meals agreement will be made a part of this lease.

5. Of the total rent, \$_____ shall be payable by or at the direction of HUD as housing assistance payments, or project assistance payments (STRIKE INAPPLICABLE PAYMENTS) on behalf of the TENANT, and \$_____ shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in HUD requirements, changes in the TENANT's family income, family composition, or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT. (Note: This paragraph is not applicable to non-Section 8 tenants.)

6. The TENANT's share of the rent shall be due and payable on or before the first day of each month at _____ to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

7. A security deposit equal to one month's total tenant payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$_____ against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

8. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

9. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.

(a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

(b) The LANDLORD's right to terminate this Agreement is governed by the regulation at 24 CFR Part 247. The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

(c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

(d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, or (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

(e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.

(f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, and (4) be served on the TENANT in the manner prescribed by paragraph (g) below.

(g) The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

(h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall in all cases be governed by 24 CFR Part 245 and other applicable HUD regulations. This notice and tender shall be served on the TENANT in the manner prescribed in paragraph (g) and must be received by the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised Agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.

(i) The Landlord may terminate this Agreement for the following reasons:

1. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

2. determination made by the Landlord that a household member is illegally using a drug;

3. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

4. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

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

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

5. if the tenant is 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

6. if the tenant is violating a condition of probation or parole under Federal or State law;

7. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

8. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

10. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements. (Note: This paragraph is not applicable to non-Section 8 tenants.)

11. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay. (Note: This paragraph is not applicable to non-Section 8 tenants.)

12. LANDLORD and TENANT agree that if, upon recertification, TENANT'S income is found to be sufficient to pay the Contract Rent plus any Utility Allowance, the TENANT shall then be required to bear the cost of all such housing expense, but he/she will no longer be required to make income certifications under this lease.

13. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and his/her family's only place of residence.

14. TENANT agrees to pay to the LANDLORD any rental which should have been paid but for (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

15. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:

(a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;

(b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by

TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

(c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;

(e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements;

(f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD; and

(g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

16. The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant or visitor's disability. Optional: The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.

17. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary and decent condition.

18. The TENANT, by the execution of this Agreement, agrees that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.

19. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

20. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of the LANDLORD, without damage to the premises.

21. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of cancelling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

22. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income. in accordance with HUD requirements.

23. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

24. Interim recertifications.

(a) The TENANT agrees to advise the Landlord immediately if any of the following changes occur.

1. Any household member moves out of the unit.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. The household's income cumulatively increases by \$200 or more a month.

(b) The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent.

(c) If the Tenant does not advise the Landlord of the interim changes concerning household members or increase in income, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

(d) The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

25. Removal of Subsidy:

(a) The Tenant understands that assistance made available on his/her behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

(b) The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

(c) Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant

submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

26. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

27. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.

28. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

29. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

- a. Attachment No. 1 – Certification and Recertification of Tenant Eligibility. (59 Certification)
- b. Attachment No. 2 – Unit Inspection Report.
- c. Attachment No. 3 – House Rules (if any).
- d. Attachment No. 4 – Pet Rules.

WITNESS:

_____ LANDLORD

_____ By: _____
Date

_____ TENANT
Date

Appendix 4-C

Model Lease for Section 202 PRACs

202 PRAC LEASE

Supportive Housing for the Elderly

This agreement made and entered into this _____ day of _____, 20__, between _____, as LANDLORD, and _____, as TENANT.

WITNESSETH:

WHEREAS, the LANDLORD is the Mortgagor under a Mortgage covering the project in which the hereinafter described unit is situated, which secures a capital advance made by the Secretary of Housing and Urban Development (HUD) (hereinafter "Secretary") pursuant to Section 202 of the Housing Act of 1959, as amended, and

WHEREAS, the LANDLORD has entered into a Project Rental Assistance Contract (PRAC) with the Secretary.

WHEREAS, pursuant to a Regulatory Agreement entered into between the LANDLORD and the Secretary, the LANDLORD has agreed to limit occupancy of the project to elderly families and individuals as defined in Section 202 of the Housing Act of 1959, as amended, and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the PRAC Contract, and

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as _____ for a term of one year, commencing on the _____ day of _____, 20__, and ending on the _____ day of _____, 20__.

2. The total rent (Contract Rent) shall be \$ _____ per month.

3. The total rent specified in Paragraph 2, above, shall include the following utilities:

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility allowance is \$_____.

Charges for such service(s) is/are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose.

4. Of the total rent, \$_____ shall be payable by or at the direction of HUD as project rental assistance payments on behalf of the TENANT, and \$_____ shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in HUD's requirements, changes in the TENANT's family income, family composition, or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT.

5. The TENANT'S share of the rent shall be due and payable on or before the first day of each month at _____ to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

6. A security deposit in an amount equal to one month's total tenant payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$_____ against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents, and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

7. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

8. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of one month each at the aforesaid rental, subject to adjustment as herein provided.

(a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with

State law terminate this Agreement by so advising the LANDLORD in writing.

(b) The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary at 24 CFR 891.430 and 24 CFR Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (a) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises-, any criminal activity that threatens the health or safety of any on-site property management staff responsible for managing the premises; or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, and the tenancy shall terminate at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

(c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

(d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, or knowingly providing incomplete

or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

(e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.

(f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, and (4) be served on the TENANT in the manner prescribed by paragraph (g) below.

(g) The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

(h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall in all cases be governed by **24 CFR Part 245**, and other applicable HUD regulations. This notice and tender shall be served on the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised Agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.

(i) The LANDLORD may terminate this Agreement for the following reasons:

1. drug related criminal activity engaged in on or near the premises, by any TENANT, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
2. determination made by the LANDLORD that a household member is illegally using a drug;
3. determination made by the LANDLORD that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
4. criminal activity by a tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
5. if the TENANT is 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
6. if the TENANT is violating a condition of probation or parole under Federal or State law;
7. determination made by the LANDLORD that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
8. if the LANDLORD determines that the tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
9. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements.
10. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD

agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay.

11. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and his/her family's only place of residence.

12. TENANT agrees to pay the LANDLORD any rental which should have been paid but for (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

13. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:

(a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;

(b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANT under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

(c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused;

(e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements"

(f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD, and

(g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

14. The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 Subpart C) and the pet rules promulgated under 24 CFR 5.315). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C and applicable regulations and State or local law. These regulations include 24 CFR Part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant's or visitor's disability.

[Optional] The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363.

15. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.

16. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT.

The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.

17. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

18. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose; and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs of fences, at the option of the LANDLORD, without damage to the premises.

19. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

20. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.

22. Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

23. Tenants' rights to organize: LANDLORD agrees to allow TENANT organizers to conduct on the property the activities related to the establishment or operation of a TENANT organization set out in accordance with HUD requirements.

24. Interim recertifications:

a. The TENANT agrees to advise the LANDLORD immediately if any of the following changes occur:

1. Any household member moves out of the unit.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. The household's income cumulatively increases by \$200 or more a month.

b. The TENANT may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the LANDLORD has confirmation that the decrease in income or change in other factors will last less than one month, the LANDLORD will verify the information and make the appropriate rent reduction. However, if the TENANT'S income will be partially or fully restored within two months, the LANDLORD may delay the certification process until the new income is known, but the rent reduction will be retroactive and LANDLORD may not evict the TENANT for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The TENANT has thirty days after receiving written notice of any rent due for the above described time period to pay or the LANDLORD can evict for nonpayment of rent.

c. If the TENANT does not advise the LANDLORD of the interim changes concerning household members or increase in income, the TENANT may be subject to eviction. The LANDLORD may evict TENANT only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The TENANT may request to meet with the LANDLORD to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the TENANT requests such a meeting, the LANDLORD agrees to meet with the TENANT and explain how the TENTANT'S rent or assistance payment, if any, was computed.

25. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

- a. Attachment No. 1 - Certification and Recertification of Tenant Eligibility. (59 Certification)
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

d. Attachment No. 4 - Pet Rules

WITNESS:

_____ LANDLORD

Date

By: _____

Date

_____ TENANT

Appendix 4-D

Model Lease for Section 811 PRACs

811 PRAC LEASE

SUPPORTIVE HOUSING FOR PERSONS WITH DISABILITIES

This agreement made and entered into this _____ day of _____, 20__, between _____ as LANDLORD, and _____ as Tenant.

WITNESSETH:

WHEREAS, the LANDLORD is the Mortgagor under a Mortgage covering the project in which the hereinafter described unit is situated, which secures a capital advance made by the Secretary of Housing and Urban Development (HUD) (hereinafter "Secretary") pursuant to Section 811 of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 and

WHEREAS, the LANDLORD has entered into a Project Rental Assistance Contract (PRAC) with the Secretary.

WHEREAS, pursuant to a Regulatory Agreement entered into between the LANDLORD and the Secretary, the LANDLORD has agreed to limit occupancy of the project to persons with disabilities as defined in Section 811 of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 and applicable HUD regulations under criteria for eligibility of TENANTS for admission to assisted units and conditions of continued occupancy in accordance with the terms and provisions of the PRAC Contract, and

NOW THEREFORE,

1. The LANDLORD leases to the TENANT, and the TENANT leases from the LANDLORD dwelling unit in the project known as _____ for a term of one year commencing on the ____ day of _____, 20__, and ending on the ____ day of _____, 20__.

2. The total rent (Contract Rent) shall be \$_____ per month.

3. The total rent specified in Paragraph 2, above, shall include the following utilities:

(If the total rent includes all utilities, enter "ALL"; where TENANTS pay some or all utilities, enter the following additional paragraph as 3a.)

The total rent stipulated herein does not include the cost of the following utility service(s), for which the Utility Allowance is \$_____.

Charges for such service(s) are to be paid directly by the TENANT to the utility company/companies providing such service(s). If the Utility Allowance exceeds the required TENANT's share of the total housing expense per HUD-approved schedule and criteria, the LANDLORD shall pay the TENANT the amount of such excess on behalf of the Government upon receipt of funds from HUD for that purpose.

4. Of the total rent, \$_____ shall be payable by or at the direction of HUD as project rental assistance payments on behalf of the TENANT, and \$_____ shall be payable by the TENANT. These amounts shall be subject to change by reason of changes in requirements, changes in the TENANT's family income, family composition or extent of exceptional medical or other unusual expenses in accordance with HUD-established schedules and criteria; or by reason of adjustment by HUD of any applicable Utility Allowance. Any such change shall be effective as of the date stated in a Notice to the TENANT.

5. The TENANT's share of the rent shall be due and payable on or before the first day of each month at _____ to the LANDLORD, or to such other person or persons or at such places as the LANDLORD may from time to time designate in writing.

6. A security deposit in an amount equal to one month's total TENANT payment or \$50, whichever is greater, shall be required at the time of execution of this Agreement. Accordingly, TENANT hereby makes a deposit of \$_____ against any damage except reasonable wear done to the premises by the TENANT, his/her family, guests, or agents; and agrees to pay when billed the full amount of any such damage in order that the deposit will remain intact. Upon termination of this Lease, the deposit is to be refunded to the TENANT or to be applied to any such damage or any rent delinquency. The LANDLORD shall comply with all State and local laws regarding interest payments on security deposits.

7. The LANDLORD shall not discriminate against the TENANT in the provision of services or in any other manner on the grounds of race, color, creed, religion, sex, familial status, national origin, or disability.

8. Unless terminated or modified as provided herein, this Agreement shall be automatically renewed for successive terms of One month each at the aforesaid rental, subject to adjustment as herein provided.

(a) The TENANT may terminate this Agreement at the end of the initial term or any successive term by giving 30 days written notice in advance to the LANDLORD. Whenever the LANDLORD has been in material noncompliance with this Agreement, the TENANT may in accordance with State law terminate this Agreement by so advising the LANDLORD in writing.

(b) The LANDLORD's right to terminate this Agreement is governed by the regulation of the Secretary at 24 CFR 891.430 and Part 247 (herein referred to as the HUD Regulation). The HUD Regulation provides that the LANDLORD may terminate this Agreement only under the following circumstances:

(1) The LANDLORD may terminate, effective at the end of the initial term or any successive term, by giving the TENANT notification in the manner prescribed in paragraph (g) below that the term of this Agreement is not renewed and this Agreement is accordingly terminated. This termination must be based upon either material noncompliance with this Agreement, material failure to carry out obligations under any State landlord or tenant act, or criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; any criminal activity that threatens the health or safety of any on-site project management staff responsible for managing the premises, or any drug-related criminal activity on or near such premises, engaged in by a resident, any member of the resident's household or other person under the resident's control; or other good cause. When the termination of the tenancy is based on other good cause, the termination notice shall so state, at the end of a term and in accordance with the termination provisions of this Agreement, but in no case earlier than 30 days after receipt by the TENANT of the notice. Where the termination notice is based on material noncompliance with this Agreement or material failure to carry out obligations under a State landlord and tenant act, the time of service shall be in accordance with the previous sentence or State law, whichever is later.

(2) Notwithstanding subparagraph (1), whenever the TENANT has been in material noncompliance with this Agreement, the LANDLORD may, in accordance with State law and the HUD Regulation, terminate this Agreement by notifying the TENANT in the manner prescribed in paragraph (g) below.

(c) If the TENANT does not vacate the premises on the effective date of the termination of this Agreement, the LANDLORD may pursue all judicial remedies under State or local law for the eviction of the TENANT, and in accordance with the requirements in the HUD Regulation.

(d) The term "material noncompliance with this Agreement" shall, in the case of the TENANT, include (1) one or more substantial violations of this Agreement, (2) repeated minor violations of this Agreement which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, interfere with the management of the project or have an adverse financial effect on the project, (3) failure of the TENANT to timely supply all required information on the income and composition, or eligibility factors of the TENANT household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 5, Subpart B or knowingly providing incomplete or inaccurate information). Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period permitted under State law shall constitute a substantial violation. The payment of rent or any other financial obligation due under this Agreement after the due date but within any grace period permitted under State law shall constitute a minor violation.

(e) The conduct of the TENANT cannot be deemed other good cause unless the LANDLORD has given the TENANT prior notice that said

conduct shall henceforth constitute a basis for termination of this Agreement. Said notice shall be served on the TENANT in the manner prescribed in paragraph (g) below.

(f) The LANDLORD's determination to terminate this Agreement shall be in writing and shall (1) state that the Agreement is terminated on a date specified therein, (2) state the reasons for the LANDLORD's action with enough specificity so as to enable the TENANT to prepare a defense, (3) advise the TENANT that if he or she remains in the leased unit on the date specified for termination, the LANDLORD may seek to enforce the termination only by bringing a judicial action at which time the TENANT may present a defense, and (4) be served on the TENANT in the manner prescribed by paragraph (g) below.

(g) The LANDLORD's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed, to the TENANT at his/her address at the project, with a proper return address, and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by affixing the notice to the door. Service shall not be deemed effective until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be received by the TENANT shall be the date on which the first class letter provided for in clause (1) herein is mailed, or the date on which the notice provided for in clause (2) is properly given, whichever is later.

(h) The LANDLORD may, with the prior approval of HUD, modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term, by serving an appropriate notice on the TENANT, together with the tender of a revised Agreement or an addendum revising the existing Agreement. Any increase in rent shall, in all cases, be governed by **24 CFR Part 245, and other applicable HUD regulations**. This notice and tender shall be served on the TENANT (as defined in paragraph (g)) at least 30 days prior to the last date on which the TENANT has the right to terminate the tenancy without being bound by the codified terms and conditions. The TENANT may accept it by executing the tendered revised agreement or addendum, or may reject it by giving the LANDLORD written notice at least 30 days prior to its effective date that he/she intends to terminate the tenancy. The TENANT's termination notice shall be accomplished by sending a letter by first class mail, properly stamped and addressed to the LANDLORD at his/her address.

(i) The LANDLORD may terminate this Agreement for the following reasons:

1. drug related criminal activity engaged in on or near the premises, by any TENANT, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

2. determination made by the LANDLORD that a household member is illegally using a drug;

3. determination made by the LANDLORD that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

4. criminal activity by a tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control:

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

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

5. if the TENANT is 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

6. if the TENANT is violating a condition of probation or parole under Federal or State law;

7. determination made by the LANDLORD that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

8. if the LANDLORD determines that the tenant, any member of the TENANT'S household, a guest or another person under the TENANT'S control has engaged in criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

9. TENANT agrees that the family income, family composition and other eligibility requirements shall be deemed substantial and material obligations of his/her tenancy with respect to the amount of rental he/she will be obligated to pay and his/her right of occupancy, and that a recertification of income shall be made to the LANDLORD annually from the date of this lease in accordance with HUD regulations and requirements.

10. TENANT agrees that the TENANT's share of the monthly rental payment is subject to adjustment by the LANDLORD to reflect income changes which are disclosed on any of TENANT's recertification of income, and TENANT agrees to be bound by such adjustment. LANDLORD agrees to give 30 days written notice of any such adjustment to the TENANT, by an addendum to be made a part of this lease, stating the amount of the adjusted monthly rental which the TENANT will be required to pay.

11. The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the

TENANT and his/her family. The TENANT agrees to reside in this unit and agrees that this unit shall be the TENANT's and his/her family's only place of residence.

12. TENANT agrees to pay the LANDLORD any rental which should have been paid but for (a) TENANT's misrepresentation in his/her initial income certification or recertification, or in any other information furnished to the LANDLORD or (b) TENANT's failure to supply income recertification when required or to supply information requested by the LANDLORD.

13. TENANT for himself/herself and his/her heirs, executors and administrators agrees as follows:

(a) To pay the rent herein stated promptly when due, without any deductions whatsoever, and without any obligation on the part of the LANDLORD to make any demand for the same;

(b) To keep the premises in a clean and sanitary condition, and to comply with all obligations imposed upon TENANTS under applicable provisions of building and housing codes materially affecting health and safety with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties and costs for violations or noncompliance by TENANT with any of said laws, requirements or regulations, and from all liability arising out of any such violations or noncompliance.

(c) Not to use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(d) That if any damage to the property shall be caused by his/her acts or neglect, the TENANT shall forthwith repair such damage at his/her own expense, and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may, at his/her option, make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD for the total cost of the damages so caused,

(e) To permit the LANDLORD, or his/her agents, or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements,

(f) Not to install a washing machine, clothes dryer, or air conditioning unit in the apartment without the prior approval of the LANDLORD; and

(g) To permit the LANDLORD or his/her agents to bring appropriate legal action in the event of a breach or threatened breach by the TENANT of any of the covenants or provisions of this lease.

14. The TENANT is permitted to keep common household pets in his/her dwelling unit or in an independent living facility (subject to the provisions in 24 CFR Part 5, Subpart C) and the et rules promulgated under 24 CFR 5.315). Project owners may limit the number of common

household pets to one pet in each group home. (24 CFR 5.318(b)(ii)). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5, Subpart C, and applicable regulations and State or local law. These regulations include 24 CFR Part 247 (Evictions From Certain Subsidized and HUD-Owned Projects) and provisions governing the termination of tenancy under the Project Rental Assistance Contract.

Note: The Part 5 Pet Rules do not apply to an animal used by a Tenant or visitor that is needed as a reasonable accommodation for the Tenant's or visitor's disability.

[Optional] The LANDLORD may after reasonable notice to the TENANT and during reasonable hours, enter and inspect the premises. Entry and inspection is permitted only if the LANDLORD has received a signed, written complaint alleging (or the LANDLORD has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

If there is not State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR 5.363. (NOTE: Paragraph 14 does not apply to individual residents of 811 Group Homes.)

15. The LANDLORD agrees to comply with the requirement of all applicable Federal, State, and local laws, including health, housing and building codes and to deliver and maintain the premises in safe, sanitary decent condition.

16. The TENANT, by the execution of this Agreement, admits that the dwelling unit described herein has been inspected by him/her and meets with his/her approval. The TENANT acknowledges hereby that said premises have been satisfactorily completed and that the LANDLORD will not be required to repaint, replaster, or otherwise perform any other work, labor, or service which it has already performed for the TENANT. The TENANT admits that he/she has inspected the unit and found it to be in good and tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear excepted.

17. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the LANDLORD in writing. The LANDLORD agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

18. TENANT agrees not to waste utilities furnished by the LANDLORD; not to use utilities or equipment for any improper or unauthorized purpose, and not to place fixtures, signs, or fences in or about the premises without the prior permission of the LANDLORD in writing. If such permission is obtained, TENANT agrees, upon termination of the lease, to remove any fixtures, signs of fences, at the option of the LANDLORD, without damage to the premises.

19. This Agreement shall be subordinate in respect to any mortgages that are now on or that hereafter may be placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Agreement, and the TENANT agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Agreement to any such mortgage or mortgages and a refusal to execute such instruments shall entitle the LANDLORD, or the LANDLORD's assigns and legal representatives to the option of canceling this Agreement without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

20. Failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the LANDLORD's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

21. In return for the TENANT's continued fulfillment of the terms and conditions of this Agreement, the LANDLORD covenants that the TENANT may at all times, while this Agreement remains in effect, have and enjoy for his/her sole use and benefit the above described property.

22. Tenant Income Verification: The TENANT must promptly provide the LANDLORD with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

23. Tenants' rights to organize: LANDLORD agrees to allow TENANT organizers to conduct on the property the activities related to the establishment or operation of a TENANT organization set out in accordance with HUD requirements.

24. Interim recertifications:

a. The TENANT agrees to advise the LANDLORD immediately if any of the following changes occur.

1. Any household member moves out of the unit.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
3. The household's income cumulatively increases by \$200 or more a month.

b. The TENANT may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the LANDLORD has confirmation that the decrease in income or change in other factors will last less than one month, the LANDLORD will verify the information and make the appropriate rent reduction. However, if the TENANT'S income will be partially or fully restored within two months, the LANDLORD may delay the certification process until the new income is known, but the rent reduction will be retroactive and LANDLORD may not evict the TENANT for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The TENANT has thirty days after receiving written notice of any rent due for the above described time period to pay or the LANDLORD can evict for nonpayment of rent.

c. If the TENANT does not advise the LANDLORD of the interim changes concerning household members or increase in income, the TENANT may be subject to eviction. The LANDLORD may evict TENANT only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The TENANT may request to meet with the LANDLORD to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the TENANT requests such a meeting, the LANDLORD agrees to meet with the TENANT and explain how the TENTANT'S rent or assistance payment, if any, was computed.

25. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of the Agreement and the following attachments to the Agreement and understands that these attachments are part of the Agreement.

- a. Attachment No. 1 - Certification and Recertification of Tenant Eligibility. (59 Certification)
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).
- d. Attachment No. 4 - Pet Rules

WITNESS:

_____ LANDLORD

Date

By: _____

Date

_____ TENANT

Appendix 5

Sample Move-In/Move-Out Inspection Format

Appendix 5: Move-In/Move-Out Inspection Format

[Company name]
[Company address]

Property		Resident	
Apartment No.	Unit Size	Move-In Inspection Date	Move-Out Inspection Date

Item	Condition		Cost to Correct
	Move-In	Move-Out	
ENTRANCE/HALLS			
Steps and landings			
Handrails			
Doors			
Hardware/Locks			
Floors/Coverings			
Walls/Coverings			
Ceilings			
Windows/Coverings			
Lighting ¹			
Electrical Outlets			
Closets ²			
Fire alarms/equipment			
LIVING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Lighting ¹			
Electrical outlets			

Item	Condition		Cost to Correct
	Move-In	Move-Out	
DINING ROOM			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
KITCHEN			
Range			
Refrigerator			
Sink/Faucets ³			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Lighting ¹			
Electrical outlets			
Cabinets			
Closets/Pantry ²			
Exhaust fan			
Fire alarms/equipment			
BEDROOM(S)			
Doors and locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Covering			
Closets ²			
Lighting ¹			
Electrical outlets			

Item	Condition		Cost to Correct
	Move-In	Move-Out	
BATHROOM(S)			
Sink/Faucets ³			
Shower/Tub ³			
Curtain rack/Door			
Towel rack			
Toilet			
Doors/Locks			
Floor/Coverings			
Walls/Coverings			
Ceiling			
Windows/Coverings			
Closets ²			
Cabinets			
Exhaust fan			
Lighting ¹			
Electrical outlets			
OTHER EQUIPMENT			
Heating Equipment			
Air-conditioning unit(s)			
Hot-water heater			
Smoke/Fire alarms			
Thermostat			
Door bell			
TOTAL			
1. Fixtures, Bulbs, Switches, and Timers 2. Floor/Walls/Ceiling, Shelves/Rods, Lighting 3. Water pressure and Hot water			

Move-In

This inspection report represents the condition of the unit. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

Manager's Signature

I have inspected the apartment and found it to be in good condition, excepting the items noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Move-Out

Manager's Signature

Agree with move-out inspection

Disagree with move-out inspection

If disagree, list specific items of disagreement.

Resident's Signature

Resident's Signature

	By	Date
Prepared	_____	_____
Reviewed	_____	_____
Prepared	_____	_____
Reviewed	_____	_____

Appendix 6

Completing the 50059 Data Requirements

When the Owner Must Fully Complete the Data Requirements and When the Owner Partially Completes Them

Appendix 6: Completing the 50059 Data Requirements

When the Owner Must Fully Complete the Data Requirements and When the Owner Partially Completes Them

Refer to Chapter 5 for the business rules to use in completing the 50059 data requirements. The data requirements for these certifications are identified in **Appendix 7**. The current TRACS MAT Guide contains information about the specific data requirements. The MAT Guide, which is referenced in Figure 9-7, is available from the HUD TRACS Internet site [www.hud.gov/offices/hsg/mfh/trx/trxsum.cfm]. This appendix is based on MAT Guide, TRACS Release 2.0.1.B. Because TRACS will be updated more often than this handbook, property owners should always check the TRACS Internet site for updated versions and changes.

I. Actions for Which Owners **MUST FULLY** Complete the Owner and Tenant Data Requirements

NOTE: Signatures by the head, spouse, co-head, all adult members of the household and the owner are required on the 50059 facsimile.

- A. Move-ins.
- B. Initial certifications.
- C. Annual recertifications.
- D. Interim recertifications.
- E. When converting a Rent Supplement or RAP tenant to Section 8.
- F. When a HUD-owned project is sold and a tenant begins to receive Section 8 as a result of the sale.
- G. When correcting a previous full submission.
- H. When there is a change in the person who is head of household.

II. Actions for Which Owners **MUST PARTIALLY** Complete the 50059 Data Requirements

- A. For the following actions, owners are only required to submit a partial set of 50059 data requirements.
1. Address change.
 2. Move-out.
 3. Termination of assistance.
 4. Unit transfer.
 5. Gross rent change.
- B. Owners must follow the procedures below to meet the data requirements for these actions. These procedures ensure that TRACS has up-to-date information regarding tenants at a property.
1. Complete the items of the 50059 data requirements listed below for the particular transaction being performed. Also complete Section A from Appendix 7 to identify the partial certification.
 2. Obtain signatures on a facsimile of partial submissions where indicated by the presence of Owner Signed Date (MAT Field 78 in MAT10 Section 2: Basic Record) and Tenant Signed Date (MAT Field 77 in MAT10 Section 2: Basic Record) and file in the tenant file.
- NOTE:** If State law or landlord/tenant ordinances require tenant signatures on a facsimile for certain transactions, and such signatures are not indicated in this appendix, then the owner must obtain tenant signatures in accordance with local or State law or ordinance.
- C. **Tenant Address**

The following MAT fields listed in Figure 1 must be submitted to process a change of tenant address, record a tenant address different than the unit address and delete a tenant address in TRACS.

Figure 1: Tenant Address Change Data Requirements

MAT15: Address Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
4	MOC	Head of Household ID	Alphanumeric	<ul style="list-style-type: none"> The SSN/TRACS ID of the Head of Household. Enter 999999999 if the head of household is present but has no SSN/TRACS ID. Head of Household ID Code is required if the unit is occupied and assisted. If the unit is unoccupied or unassisted at the time of the Unit Address Load, the Head of Household ID Code is not required. When the head of the household occupying the unit has no SSN or "T-ID," the name and birth date will be required and the Head of Household ID Code field is to be 9-filled. Head of Household ID Code is required for a tenant mailing address MAT15.
5	MOC	Head Last Name	Alphanumeric	Required if the unit is occupied, but the head of household has no SSN and the owner does not have the tenant's "T-ID." Not required for unoccupied or unassisted units.
6	MOC	Head First Name	Alphanumeric	Required if the unit is occupied, but the head of household has no SSN and the owner does not have the tenant's "T-ID." Not required for unoccupied or unassisted units.
7	MOC	Head Middle Initial	Alphanumeric	Required if the unit is occupied, but the head of household has no SSN and the owner does not have the tenant's "T-ID." Not required for unoccupied or unassisted units. Blanks are accepted in this field.
8	MOC	Head Birth Date	Date MMDDYYYY	Required if the unit is occupied, but the head of household has no SSN and the owner does not have the tenant's "T-ID." Not required for unoccupied or unassisted units.
9	F	Building ID	Alphanumeric	

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT15: Address Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
10	MOC	Unit Number	Alphanumeric	<ul style="list-style-type: none"> Unit Number is mandatory for a MAT15 Unit Address Add/Update transaction. It is not required for a Tenant Mailing Address. Unit Number must be entered using a standard format for the project that meets the “unique within a project” requirement. This must be the same format used when “Unit Number” is entered in (re)certifications (MAT10), move-outs (MAT40), and unit transfers (MAT70).
11	MOC	Previous Unit Number	Alphanumeric	The Previous Unit Number is required only when the MAT15 is submitted to change the Unit Number or Address. This field must be populated for unit address change transactions, using the previous Unit Number exactly as it was submitted to TRACS. The Previous Unit Number is required even if the Unit Number is not the address element being changed. The previous unit number is also required when using the MAT15 to renumber units within the project. The MAT15 will be rejected if TRACS cannot find the previous unit number.
12	M	Address Type	Alphanumeric	Identifies Unit or Mailing Address. A Head of Household ID Code is required for mailing addresses. Values are: “U” = Unit Address “M” = Mailing Address (if different from Unit Address)
13	M	Transaction Type	Numeric	Valid Transaction Type action by owner/agents are: 1 = Address Deletion 2 = Address Add/Update (Used for both initial loads and updates) 3 = Renumber Unit
14	MOC	First Address Line	Alphanumeric	First Address Line is required for an Address initial load or update. It should contain the unit number meeting the requirements for mail delivery by the USPS. For a tenant mailing address, the First Address Line can be used for a “care of” or “attention” name. First Address Line is not required for an Address Deletion.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT15: Address Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
15		Second Address Line	Alphanumeric	Second Address Line.
16		Third Address Line	Alphanumeric	Third Address Line.
17	MOC	City Name	Alphanumeric	Required on an Address Load or Address Update transaction.
18	MOC	State Code	Alphanumeric	Required on an Address Load and an Address Update transaction.
19	MOC	Zip – 5	Numeric	Required on an Address Load and an Address Update transaction. For codes see United States Postal Services Publication 65, available from local post office.
20		Zip – 4	Numeric	Must enter all zeros when no ZIP-4 is provided.
21	M	Mobility Accessibility Code	Alphanumeric	Identifies unit's accessibility status for tenants with mobility impairments. Values are: Y = Accessible for Mobility Impaired N = Not Accessible for Mobility Impaired.
22	M	Hearing Accessibility Code	Alphanumeric	Identifies unit's accessibility status for tenants with hearing impairments. Values are: Y = Accessible for the Hearing Impaired N = Not Accessible for the Hearing Impaired.
23	M	Visual Accessibility Code	Alphanumeric	Identifies unit's accessibility status for tenants with visual impairments. Values are: Y = Accessible for the Visually Impaired N = Not Accessible for the Visually Impaired.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

D. Move-Out

The following MAT fields listed in Figure 2 must be submitted to process a move-out in TRACS.

Figure 2: Move-Out Data Requirements

MAT40 Move-Out Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
4	M	Transaction Type	Alphanumeric	Value = MO
5	M	Head of Household ID Code	Alphanumeric	The SSN/TRACS ID of the Head of Household. Enter 999999999 if the head of household has no SSN/TRACS ID, and submit the Head of Household's name and birth date.
6	MOC	Head Last Name	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
7	MOC	Head First Name	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
8	MOC	Head Middle Initial	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
9	MOC	Head Birth Date	Date MMDDYYYY	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
10	M	Move-Out Date	Date MMDDYYYY	The date the tenant moved out of the project.
11	M	Unit Number	Alphanumeric	The unit from which the tenant moved. The unit number must exist in the TRACS address table and be associated with the tenant moving out; otherwise, a discrepancy message will be returned to the sender.
12	F	Building ID	Alphanumeric	The building from which the tenant moved.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT40 Move-Out Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
13	M	Move-Out Code	Alphanumeric	The valid codes are: 1 = Owner initiated for nonpayment of rent 2 = Owner initiated other than nonpayment of rent 3 = Tenant initiated 4 = Death of sole family member 5 = Unit Transfer between two contracts or projects
14	MOC	Date of Death	Date MMDDYYYY	Required if the Move-Out Code is "4." The unit is to be vacated within 14 days of the date of death of the sole household member. TRACS will generate a discrepancy if the Move-Out Date is greater than 14 days following the date of death.
15	M	Voucher Date	Date	The voucher period in which the move-out adjustment is reflected.
16	F	Correction Type	Alphanumeric	1 = Reserved 2 = Corrects owner/agent error 3 = Corrects tenant misreporting error
17	F	Transaction Effective Date of Move-Out Being Corrected	Date	This is a "MOC" field. It must be populated if the Correction Type is populated. For corrections to Move-Outs, enter the Transaction Effective Date of the full certification to which the move-out was applied. If the move-out was applied to the wrong certification occurrence, delete the move-out (MAT20) and resubmit with the appropriate Transaction Effective Date in the Move-Out transaction.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

E. Termination of Assistance

The following MAT fields listed in Figure 3 must be submitted to process a termination of assistance in TRACS.

Figure 3: Termination of Assistance Data Requirements

MAT65 Termination Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
4	M	Transaction Type	Alphanumeric	Value = TM
5	M	Head of Household ID Code	Alphanumeric	The SSN/TRACS ID of the Head of Household. Enter 999999999 if the head of household has no SSN/TRACS ID, and enter the Head of Household's name and birth date.
6	MOC	Head Last Name	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
7	MOC	Head First Name	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
8	MOC	Head Middle Initial	Alphanumeric	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
9	MOC	Head Birth Date	Date	Required only if the head of household has no SSN and the owner does not have the tenant's "T-ID."
10	M	Term Effective Date	Date MMDDYYYY	The date this termination became or will become effective.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT65 Termination Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
11	M	Termination Code	Alphanumeric	<p>Valid Termination Codes:</p> <p>TI = Equals/Exceeds Gross Rent (Replaces "TTP").</p> <p>TC = Did not supply citizenship/eligible alien documentation.</p> <p>TR = Did not recertify on time. Tenant required to pay market rent.</p> <p>TF = Tenant refused to transfer as agreed or submitted false data.</p> <p>CE = Subsidy contract expired or combined with a renewal contract.</p> <p>The following codes are reserved for HUD use only.</p> <p>EN = Contract terminated for enforcement action.</p> <p>HQ = TRACS generated termination for failure to recertify or failure to submit a termination or move-out.</p>
12		Description	Alphanumeric	Free-form text.
13	F	Building ID	Alphanumeric	The building in which the tenant lives.
14	M	Unit Number	Alphanumeric	The unit in which the tenant lives.
15	M	Voucher Date	Date MMDDYYYY:	The date of the voucher in which the termination is reflected. NOTE: "DD" is always "01".
16	F	Correction Type	Alphanumeric	<p>1 = Reserved</p> <p>2 = Corrects owner/agent error</p> <p>3 = Corrects tenant misreporting error</p>
17	F	Transaction Effective Date of Termination Being Corrected	Date	This is a "MOC" field. It must be populated if the Correction Type is populated. For corrections to Terminations, enter the Transaction Effective Date of the full certification to which the termination was applied. If the termination was applied to the wrong certification occurrence, delete the termination (MAT20) and resubmit with the appropriate Transaction Effective Date in the termination transaction.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

F. Unit Transfer/Gross Rent Change

The following MAT fields listed in Figure 4 must be submitted to process a unit transfer or gross rent change in TRACS.

1. **Unit Transfers:** Instructions vary depending on whether the transfer within the project is between the same contract or between two different contracts.

NOTE: In electronically transmitting certification data, “project” includes buildings located on adjacent sites and managed as one project, even if the buildings have separate mortgages and/or project numbers.

- a. Unit transfer within the same contract. If the transfer occurs within the same contract, consider it as a unit transfer (UT). Complete the following 50059 data requirements listed in Figure 4.
- b. Unit transfer between two contracts. First process a termination (MAT 65) using the termination code CE (CE = Subsidy contract expired or combined with a renewal contract), and then process an initial certification (IC) for this tenant by fully completing the 50059 data requirements in Appendix 7. Because this is the same project, the tenant is not subject to admission and eligibility requirements.

NOTE: The next recertification date will change because of this action, and the owner should change it back to the former recertification anniversary date.

NOTE: If a unit transfer occurs in conjunction with an annual recertification, it is considered an annual recertification, not a transfer, and the owner must fully complete the data requirements in Appendix 7.

2. **Gross Rent Changes:** If the gross rent change occurs in conjunction with an annual recertification, then the action is not a gross rent change. It is an annual recertification and a complete recertification is required. See Appendix 7.

NOTE: Complete the items marked with an asterisk (*) only if the rent changes as a result of the unit transfer or a gross rent change.

Figure 4: Unit Transfer and Gross Rent Change Data Requirements

MAT70 Unit Transfer/Gross Rent Change Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
4	M	Transaction Type	Alphanumeric	Values are: GR = Gross Rent Change UT = Unit Transfer NOTE: Unit Transfers can only be used if the project number and contract number do not change. Otherwise, a Move-Out and an Initial Certification is used to effect the transfer.
5	M	Head of Household ID Code	Alphanumeric	The SSN/TRACS ID of the Head of Household. Enter 999999999 if the Head of Household has no SSN/TRACS ID, and enter the Head of Household's name and birth date.
6	MOC	Head Last Name	Alphanumeric	Required only if the Head of Household has no SSN and the owner does not have the tenant's "T-ID."
7	MOC	Head First Name	Alphanumeric	Required only if the Head of Household has no SSN and the owner does not have the tenant's "T-ID."
8	MOC	Head Middle Initial	Alphanumeric	Required only if the Head of Household has no SSN and the owner does not have the tenant's "T-ID."
9	MOC	Head Birth Date	Date	Required only if the Head of Household has no SSN and the owner does not have the tenant's "T-ID."
10	M	Transaction Effective Date	Date MMDDYYYY	The date this transaction (gross rent change or unit transfer) is effective.
11	M	New Unit Number	Alphanumeric	The unit into which the tenant is moving (the unit number must be unique within a project). Enter 9999999999 if this transaction is for a rent change only and there is no change in unit number.
12	F	Building ID	Alphanumeric	The building into which the tenant is moving.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT70 Unit Transfer/Gross Rent Change Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
14	M	New Contract Rent Amount*	Numeric	<p>Contract/Basic Rent. Enter the rent HUD or the Contract Administrator has approved for this unit. The Contract Rent is the Section 8 RAP Contract Rent, the Section 236 Basic Rent, the Section 221(d)(3) BMIR Rent or the Rent Supplement unit rent, as applicable. Obtain this amount from the project's Rental Schedule (Form HUD-92458) or subsidy contract.</p> <p>For Section 202 PAC or PRAC and Section 811 PRAC projects, if the tenant pays utilities separately, enter the operating rent (operating cost) minus the HUD-approved utility allowances. If all utilities are included in the rent, enter the operating rent.</p> <p>Enter 9999 (all 9's) if this transaction is for a unit transfer only and there is no change in contract rent.</p>
15		Tenant Rent*	Numeric	<p>The amount payable monthly by the family as rent to the owner.</p> <ul style="list-style-type: none"> Where all utilities (except telephone) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the owner, tenant rent equals total tenant payment less the utility allowance.
16		Total Tenant Payment*	Numeric	<p>The total amount the HUD rent formula requires the tenant to pay toward the gross rent. Total Tenant Payment is computed in accordance with the formula in Exhibit 5-9.</p> <p>Enter 0 if not applicable.</p>
17		Gross Rent*	Numeric	<p>The sum of the contract rent and any utility allowance. If there is no utility allowance, the gross rent equals the contract rent. For Section 202 and Section 811 PRAC projects, the gross rent is referred to as the operating rent.</p> <p>Enter total of Contract/Basic Rent and Utility Allowance.</p>

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT70 Unit Transfer/Gross Rent Change Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
18		Utility Allowance Amount*	Numeric	<p>HUD's or the Contract Administrator's estimate of the average monthly utility bills (except telephone) for an energy-conscious household. This estimate considers only utilities paid directly by the tenant. If all utilities are included in the rent, there is not a utility allowance. Utility allowances vary by unit type and are listed on the project's rent schedule or HAP contract.</p> <p>If all utilities are included in the rent, enter 0. Otherwise, enter the amount HUD or the Contract Administrator has approved for this unit type. This amount can be obtained from the project's Rental Schedule (Form HUD-92458) or subsidy contract.</p>
19		Utility Reimbursement*	Numeric	<p>The amount, if any, by which the utility allowance for a unit exceeds the total tenant payment for the family occupying the unit.</p> <p>NOTE: If this is a mixed family as defined in paragraph 3-12 B.5, Restrictions on Assistance to Noncitizens (or later instruction), consult with Chapter 5 on how to complete this item.</p> <p>Submit prorated amount for prorated tenant. Prorated amounts are for noncitizen households only.</p>
20		Assistance Payment Amount*	Numeric	<p>The monthly amount that HUD pays toward a tenant's rent and utility costs. These payments include Rent Supplement, RAP, PAC, PRAC, and Section 8 regular monthly payments.</p> <p>NOTE: Section 8 special claims payments or interest reduction payments which are paid monthly to mortgagees on behalf of Section 236 projects are not considered assistance payments.</p> <p>Enter 0 if not applicable. A negative assistance payment amount is only valid for a PRAC unit. Submit prorated amount for prorated tenant.</p> <p>NOTE: Enter negative numbers with the sign in the leftmost position and the number right-adjusted and zero filled (e.g., -00045). Positive values are unsigned.</p>
21	M	Voucher Date	Date (MMDDYYYY)	(MMDDYYYY): The date of the voucher being affected by the Unit Transfer or Gross Rent Change. Note: "DD" is always "01."

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

MAT70 Unit Transfer/Gross Rent Change Record				
MAT Field	Note	Field Name	Field Type	Definitions and Edits
22	MOC	Previous Unit Number	Alphanumeric	The Previous Unit Number is required if the MAT70 is a unit transfer (New Unit Number is not equal to "9999999999").

REMEMBER: Complete the items marked with an asterisk (*) only if the rent changes as a result of the unit transfer.

M = Mandatory field; has a value not equal to spaces or zeros. MOC = Mandatory on condition(s). F = Future field; TRACS will value with the appropriate fill characters.

Appendix 7

The 50059 Data Requirements

Appendix 7: The 50059 Data Requirements

Owners are required to electronically transmit tenant data from certifications and recertifications to HUD/Contract Administrator via the Tenant Rental Assistance Certification System (TRACS). This appendix serves as the basis for the certifications that must be signed by the tenant and the owner regarding the data that they each provide for the 50059 data requirements. It also contains the required data elements for electronic transmissions.

See Chapter 5 of HUD Handbook 4350.3 for the business rules, which support the data requirements in this appendix and the requirements to electronically transmit this data in the HUD TRACS MAT guide. This chapter also contains the requirements concerning the owner and tenant certifications. Consult with Chapter 5 regarding verification requirements for any information that is entered into these 50059 data requirements. Refer to the TRACS Information Packet (see Additional Program Resources in Chapter 1) for technical information about 50059 data requirements and data submissions.

U.S. Department of Housing and Urban Development

OMB Approval #2502-0204 (exp. 10/31/2004)

1 **Note:**

See Chapter 5 of HUD Handbook 4350.3. This chapter sets out the required elements for certifications. **Appendix 7** contains the instructions for completing each field contained in the certification. The following format is provided as an example only.

2 **Notice to Owners:**

Penalties for Misusing Applicant and Tenant Information: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government. HUD, the Public Housing Authority (PHA), and any owner (or any employee of HUD, the PHA, or the owner), may be subject to penalties for unauthorized disclosures or improper uses of information collected from the applicant or tenant. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or tenant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or tenant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA, or the owner responsible for the unauthorized disclosure or improper use.

3 Privacy Act Notice to Tenants:

The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937, as amended (42 U.S.C. 1437 et seq.); the Housing and Urban-Rural Recovery Act of 1983 (P.L. 98-181); the Housing and Community Development Technical Amendments of 1984 (P.L. 98-479); and by the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information is being collected by HUD to determine an applicant's eligibility, the recommended unit size, and the amount the tenant(s) must pay toward rent and utilities. HUD uses this information to assist in managing certain HUD properties, to protect the government's financial interest, and to verify the accuracy of the information furnished. HUD or a PHA may conduct a computer match to verify the information you provide. This information may be released to appropriate federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested. Failure to provide any information may result in a delay or rejection of your eligibility approval.

4 Public Reporting Burden:

The reporting burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2502-2024), Washington, D.C. 20503.

5 Include the following certification to be signed and dated by the owner (or designated agent):

"Warning to Owners: Your signature indicates that you agree with this certification statement. The 50059 data requirements: I certify that this Tenant's eligibility, rent, and assistance payment have been computed in accordance with HUD's regulations and administrative procedures and that all required verifications were obtained. I also certify that the computations are based upon the data provided by the Tenant. I have read and understand the purpose and uses of collecting the required information from applicants and tenants and I understand that misuse of this information can lead to personal penalties to me."

6 Include the following certification statement to be signed and dated by the family head, any spouse or co-head, and all adult family members:

"Warning to Tenants: Your signature means that you agree with the following certification statements. This certification covers the information provided by the Applicant/Tenant in Sections C, D, and E of the 50059 data requirements (see below). This information is used in determining eligibility or the level of benefits."

I/We certify that the information I/we have provided is true and complete to the best of my/our knowledge and belief.

I/We understand that, if I/we furnish false or incomplete information, I/we can be fined up to \$10,000 or imprisoned up to five years, or lose the subsidy HUD pays and have my/our rent increased.

I/We have read the Privacy Act Notice.

The 50059 data requirements are divided into five areas:

- A. Summary (or Header) Record
This record counts and totals the four other areas for the certification.
- B. Basic Record
There is a single basic record for this certification. It brings together those records needed to determine Total Tenant Payment, Tenant Rent, Assistance Payment, etc.
- C. Household (Family) Record
There is a single basic record for each household member for the certification. It generally tracks the previous Part II. Household Composition.
- D. Income Record
There is a record for every income source for each household member.
- E. Asset Record
There is a record for each asset source for each household member.

Section A. Summary (or Header) Record

59 Field	Field Name	Definition						
A1.	Project Name	Enter the project name that appears on the regulatory agreement or subsidy contract. This will be the current project name in the Contracts database. If there is a discrepancy with Contracts, the name submitted on the data requirements will not be stored by TRACS.						
A2.	Subsidy Type (C – 3)	<p>Enter the code for the subsidy the tenant will receive during the period covered by this submission. Enter only one code.</p> <p>0 = Zero is used with MAT15 Address Records to establish addresses for unoccupied units that are not assisted by one of the subsidies listed below or for market rent tenants that are not in Section 236 or Section 221(d)(3) BMIR units.</p> <p>1 = Section 8 2 = Rent Supplement 3 = RAP 4 = Section 236 5 = Section 221(d)(3) BMIR 6 = Reserved 7 = Section 202 PRAC 8 = Section 811 PRAC 9 = Section 202/162 PAC</p> <p>If a tenant receives Section 8, Rent Supplement, or RAP assistance in a project that is also subsidized through Section 236 or Section 221(d)(3) BMIR, enter only the "deeper" subsidy (i.e., Section 8, Rent Supplement, or RAP).</p> <p>Use Code 1 (Section 8) only for Section 8 assistance that is the result of a project-based Section 8 contract for the project. Do not enter Code 1 for tenants who receive Section 8 Rental Certificate or Rental Voucher assistance; instead, enter the appropriate subsidy code for these tenants (Section 236, [4] or Section 221(d)(3) BMIR [5]).</p>						
A3.	Property ID	[Future Field.]						
A4.	Project Number	<p>Enter the 8-digit FHA, Elderly Housing, or State Agency noninsured project number. Do not enter dashes or a subsidy suffix (e.g., SUP, RAP). Sample entries are provided below.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">FHA Insured Project</td> <td style="width: 30%;">12144026</td> </tr> <tr> <td>Elderly Housing Projects</td> <td>121EH001</td> </tr> <tr> <td>Other Noninsured Projects</td> <td>121001N1</td> </tr> </table> <p>NOTE: Previously, owners entered "FmHA" for RHS Section 515/8 projects. This is no longer required.</p>	FHA Insured Project	12144026	Elderly Housing Projects	121EH001	Other Noninsured Projects	121001N1
FHA Insured Project	12144026							
Elderly Housing Projects	121EH001							
Other Noninsured Projects	121001N1							

Section A. Summary (or Header) Record

59 Field	Field Name	Definition
A5.	Contract Number	Complete for Section 8 projects (including State Agency and USDA RHS 515/8 projects), Section 202 PAC projects, Section 202 PRAC, and Section 811 PRAC projects. Enter the 11-digit subsidy contract number (e.g., CA26L000001). Do not enter dashes.
A6.	Total Records Sent	The total number of physical records sent in this transmission, including this header record and the TENND record. A physical record is each TENXX, each MATXX record and each section record for those MATXX records that have section records.
A7.	Project's Telecom Address	The project's telecommunications identifier assigned by HUD. Positions 1 through 5 must contain "TRACM." The last five positions are the HUD assigned number.
A8.	OA Transmission Date	Format: MMDDYYYY This is a system date stamp representing the date this file was sent by the Owner or Contract Administrator (CA) to TRACS, or by the Owner to the CA. No dashes or spaces should be used in this field.
A9.	OA Software Vendor	Name of the software product used by the owner or CA to create this submission. If the software was developed in-house, enter "Developed In-House."
A10.	Release/Version	The release or version number associated with the software used by the owner or CA to create this submission. Enter "N/A" if no Release or Version identification exists.
A11.	Contract Administrator (CA) ID	Mandatory for Contract Administrator submissions to TRACS: Enter the five-character CA ID assigned by the HUD accounting system.
A12.	Sender's Telecom Address	Mandatory for Contract Administrators or other entities receiving submissions and forwarding them to TRACS. The telecommunications identifier assigned by HUD to the sender submitting the data to TRACS. Positions 1-5 must contain "TRACM."
A13.	CA Transmission Data	Mandatory for Contract Administrators or other entities receiving submissions and forwarding them to TRACS. Format: MMDDYYYY This is a system date stamp representing the date this file was sent to TRACS by the CA or third party. No dashes or spaces should be used in this field.
A14.	CA Software Vendor	Mandatory for Contract Administrators or other entities receiving submissions and forwarding them to TRACS. Name of the software product used by the CA or third party to create this submission. If the software was developed in-house, enter "Developed InHouse."
A15.	CA Software Release/Version	Mandatory for Contract Administrators or other entities receiving submissions and forwarding them to TRACS. The release or version number associated with the software used to create this file. Enter "N/A" if no Release or Version identification exists.

Section A. Summary (or Header) Record

59 Field	Field Name	Definition
A16.	Agency Defined Data	Reserved for the use of CA or other entities receiving submissions and forwarding them to TRACS. This field may contain any value the agency wishes to use. Its purpose is to provide a way for the agency to track their transmissions or for any other purpose. These data will be returned as a field in the HUD transmission acknowledgment.

Section B. Basic Record

59 Field	Field Name	Definition
B1.	Owner Generated Tenant ID Number (Optional)	Owners or CAs may enter a tenant ID number that assists the owner in tracking tenants. All TRACS transmissions to the owner or CA will include this ID number. TRACS will not edit this ID number nor will it display this ID number on any screens or reports.
B2.	Previous Head ID	Enter the social security number (SSN) of the Head. If the previous Family Head does not have an SSN, enter the number generated by TRACS ("T" is the first character) or if TRACS has not previously assigned a number for this person, enter 999999999.
B3.	Previous MAT10 Effective Date	MMDDYYYY. Code a value only if the head of household identifiers (Head of Household ID or certification Effective Date) of a previous MAT10 have changed. This value should be the Certification Effective Date, identifying the previous MAT10 for this head of household.
B4.	Previous Head Last Name	Enter the last name.
B5.	Previous Head First Name	Enter the first name.
B6.	Previous Head Middle Initial	Enter the middle initial.
B7.	Previous Head Birth Date	Enter the birth date of the previous Family Head.
B8.	FIPS County Code	The Federal Information Processing Standards code designating the county in which the project is located. [Future Field.]

Section B. Basic Record

59		
Field	Field Name	Definition
B9.	Transaction Effective Date	<p>Enter the date the action in this transaction is to be effective:</p> <p>Move-in Certification (MI): This is the date the tenant moved into the unit. See Field 11 of Appendix 10, Form HUD 52670A-Part 1.</p> <p>Initial Certification (IC): This is the date the tenant began to receive the type of subsidy checked in 59 Field A2, Subsidy Type, of the 50059 data requirements.</p> <p>Annual Recertification (AR): This is the effective date of Annual Recertification. (See Chapter 7, Section 1: Annual Recertification, of HUD Handbook 4350.3.)</p> <p>Interim Recertification (IR): This is the effective date of Interim Recertification. (See Chapter 7, Section 2: Interim Recertification, of HUD Handbook 4350.3.)</p> <p>Move-Out (MO): The last full day a tenant remains in occupancy. When a tenant moves midday, the move-out date is the day prior. For move-outs without notice, enter the date management takes possession of the unit. For the death of the sole family member, enter the date provided by paragraph 9.12 E in HUD Handbook 4350.3, which is the earlier of a) 14 days after the tenant died, or b) the day the unit was vacated.</p> <p>Termination of Assistance (TM): See Chapter 8, Section 1: Termination of Assistance, of HUD Handbook 4350.3.</p> <p>Unit Transfer Transaction (UT): The date this transaction (gross rent change or unit transfer) is effective.</p> <p>Gross Rent Change (GR): This is the effective date of Gross Rent Change.</p> <p>Prevalidation Transaction (PV): [Future Field].</p> <p>Conversion from RAP to Section 8 certification effective date to Section 8 (CR): This is the date on which the tenant begins to receive Section 8 assistance.</p> <p>Conversion from Rent Supplement to Section 8 certification effective date (CS): This is the date on which the tenant begins to receive Section 8 assistance.</p> <p>Corrections to Existing Certifications (59 Field B13 is completed):</p> <p>For changes in TTP determine whether any change in the tenant's TTP is effective retroactively or prospectively, in accordance with paragraph 7-8.</p>
B10	Project Move-In Date	<p>MMDDYYYY</p> <p>The date the tenant moved into the project.</p>
B11.	Transaction Type (Formerly Certification Type)	<p>Valid Codes:</p> <p>AR = Annual Recertification (Formerly "4")</p> <p>CR = Converted from RAP to Section 8 (Formerly "2" plus Converted from Program Type = "R")</p> <p>CS = Converted from Rent Supplement (Formerly "2" plus Converted from Program Type = "S")</p> <p>IC = Initial Certification (Formerly "3")</p> <p>IR = Interim Recertification (Formerly "5")</p> <p>MI = Move In (Formerly "1")</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B12.	Action Processed Code	The valid code is: Space = Not a correction 1 = Correction to a prior 50059. Rent rebate is not supported by TRACS.
B13.	Correction Type Code	If the Action Processed Code is "1," Correction Type must be populated. The values are: Space = No correction 1 = Administrative Resubmissions. 2 = Corrects owner or Contract Administrator certification errors. 3 = Corrects tenant misreporting.
B14.	Effective Date of Certification Being Corrected	Complete this field only if: 59 Field B11, Transaction Type, reports one of the transactions listed below: Move-Out (MO) Termination of Assistance (TM) Unit Transfer (UT) Gross Rent Change (GR) OR 59 Field B13 reports a correction. Enter the effective date of the certification being changed by this transaction. This will link the current transaction to the certification that it affects. Careful: this is not the effective date of this transaction. Example: If a termination, effective 9/01/01, is to be processed against a certification with an effective date of 12/01/00, the Termination of Assistance Transaction Effective Date (59 Field B9) is 9/01/01 and the Effective Date of the Certification Being Affected (59 Field B14) is 12/01/00.

Section B. Basic Record

59		
Field	Field Name	Definition
B15.	Previous Subsidy (Former Subsidy Change Indicator)	<p>The previous subsidy when there has been a change in subsidy for the tenant or when the tenant moves from assisted to market rent or from market rent to assisted.</p> <p>Space = No previous history in this project.</p> <p>0 = Market Rent Tenants not covered by Section 236 or Section 221(d)(3) BMIR</p> <p>1 = Section 8</p> <p>2 = Rent Supplement</p> <p>3 = RAP</p> <p>4 = Section 236</p> <p>5 = Section 221(d)(3) BMIR</p> <p>7 = Section 202 PRAC (Capital Advance)</p> <p>8 = Section 811 PRAC (Capital Advance)</p> <p>9 = Section 202/162 PAC</p>
B16.	Conversion Date Code	<p>Applies only to tenants converted from Rent Supplement or RAP and who are now receiving Section 8. Values are:</p> <p>1 = Converted before 10/01/81</p> <p>2 = Converted between 10/01/81 and 9/30/84</p> <p>3 = Converted on or after 10/01/84</p>
B17.	Age 62 at Conversion Indicator	<p>Applies only to tenants converted from Rent Supplement or RAP and who are now receiving Section 8. Values are:</p> <p>Y = Head or spouse 62 on date of conversion</p> <p>N = Neither head nor spouse was 62</p>
B18.	Continuous Section 8 Indicator	<p>Applies only to tenants converted from Rent Supplement or RAP and who are now receiving Section 8. Values are:</p> <p>Y = Received Section 8 continuously since conversion</p> <p>N = Have not received Section 8 continuously since conversion</p>
B19.	Race NOTE: TRACS changes are pending on the revised racial categories.	<p>Enter one code for race that best describes the family head.</p> <p>1 = White</p> <p>2 = Black</p> <p>3 = American Indian/Native American</p> <p>4 = Asian/Pacific Islander</p>
B20.	Ethnicity NOTE: TRACS changes are pending on the revised ethnicity category.	<p>Enter one code for ethnicity that best describes the Family head:</p> <p>1 = Hispanic</p> <p>2 = Non-Hispanic</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B21.	Previous Housing Code	Valid Previous Housing Codes: 1 = Substandard 2 = Without or Soon to Be Without Housing 3 = Standard 4 = Conventional Public Housing (Owned by a Public Housing Agency)
B22.	Displacement Status Code	Valid Displacement Status Codes: 1 = Government Action 2 = Natural Disaster 3 = Private Action 4 = Not Displaced
B23.	Number of Family Members	Number of Members Whose Income and Circumstances Are Considered in Determining Annual Income: Enter the number of family members who have one of the following relationship codes in 59 Field C5: H, S, K, D, and O.
B24.	Number of Non-Family Members	Other Individuals Whose Income and Circumstances Are NOT Considered in Determining Annual Income: Enter the number of individuals who have one of the following relationship codes in 59 Field C5: F and L. Income of these individuals is not considered in determining the family's Annual Income. These individuals do not qualify the family for adjustments to Annual Income, except that: Child care expenses for the care of a foster child (F) under age 13 may be considered.
B25.	Number of Dependents	Enter the number of persons listed as "D" in 59 Field C5 (Relationship Code).
B26.	Total Assets	Enter the total cash value of the assets listed in 59 Field E2, Description (Asset).
B27.	Total Income from Assets	Enter the total of actual income from all assets in 59 Field E5 that are anticipated to be received by the family.
B28.	Reported Passbook Rate Percent	Enter the passbook rate as provided in HUD Handbook 4350.3, paragraph 5-7 F, if the value of 59 Field E4, Cash Value Amount, is greater than \$5,000. Otherwise, enter zero.
B29.	Imputed Income from Assets	Multiply the amount in 59 Field E4, Cash Value Amount, by the amount in 59 Field B28, Reported Passbook Rate Percent (if that amount is other than zero). If 59 Field B28 is zero, do not complete 59 Field B29 (Imputed Income from Assets.) Leave it blank.

Section B. Basic Record

59		
Field	Field Name	Definition
B30.	Total Employment Income	Includes the sum of family incomes with income codes: B = Business F = Federal Wage M = Military Wage W = Nonfederal Wage
B31.	Total Pension Income	Includes the sum of family incomes with income codes: PE = Pensions SI = Supplemental Security Income SS = Social Security
B32.	Total Public Assistance Income	Includes the sum of family incomes with income codes: T = TANF (Formerly AFDC) G = General Assistance
B33.	Total Other Income	Includes the sum of family incomes with income codes: CS = Child Support I = Indian Trust N = Other Nonwage Source U = Unemployment
B34.	Non-Asset Income	Enter the sum of the values entered in 59 Field D3, Income Amount, for all family members whose income is counted.
B35.	Annual Income Amount	Enter 59 Field B34, Non-Asset Income + (Greater of 59 Field B27, Total Income from Assets, or 59 Field B29, Imputed Income from Assets)

Section B. Basic Record

59		
Field	Field Name	Definition
B36.	Low-Income Limit Amount	<p>Income limits are used to establish eligibility for move-ins, initial certifications, and Section 221(d)(3) BMIR recertification. Income limits must be entered for all families for statistical purposes. To determine which income limit applies to a particular family, use the number of family members shown in 59 Field B23.</p> <p>1. Section 221(d)(3) BMIR Tenants. Enter the amount of the HUD-provided Section 221(d)(3) BMIR Income Limit. If 59 Field B35 (Annual Income Amount) is greater than 59 Field B36 (Low-Income Limit Amount) and this is a:</p> <p>Move-in, the applicant may not be admitted to a Section 221(d)(3) BMIR unit (even if the tenant is willing to pay the market rent).</p> <p>Recertification, the tenant must pay the Section 221(d)(3) BMIR market rent.</p> <p>2. All Other Tenants. Enter the HUD-provided Section 8 Low-Income Limit (which includes PAC).</p> <p>If 59 Field B35, Total Annual Income, is greater than 59 Field B36, Low-Income Limit, and this is a move-in or an initial certification, see HUD Handbook 4350.3 to determine if the tenant can be admitted.</p> <p>If HUD Handbook 4350.3 permits you to admit this tenant, the tenant must pay the market rent.</p>
B37.	Very Low-Income Limit Amount	Complete for Section 8 units, Section 202 PAC, Section 202 PRAC, and Section 811 PRAC units. Enter the HUD-provided Section 8 Very Low-Income Limit
B38.	Extremely Low-Income Limit Amount	<p>Zeros if not applicable.</p> <p>Required for: Section 8, not used for Section 202/162 PAC, Section 202 PRAC and Section 811 PRAC.</p> <p>Less than 30% of median income.</p>
B39.	Eligibility Universe Code	<p>Complete for Section 8 units only. Enter:</p> <p>[1] If the HAP contract for this unit was effective before 10/1/81.</p> <p>[2] If the HAP contract for this unit was effective on or after 10/1/81.</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B40.	Current Income Status Code	<p>Section 8 Only. Enter the status of the Section 8 tenant's current Annual Income when compared to the income limits.</p> <p>[1] Lower [2] Very Low [3] Extremely Low</p> <p>You must enter an Exception Code in (59 Field B42) for this family to be eligible for Section 8 if the following are true:</p> <p>The Income status, "lower" (Code 1), was selected in 59 Field B40;</p> <p>The certification transaction type in 59 Field B11 is a Move-in or Initial Certification (MI or IC); AND</p> <p>The "post 1981" eligibility universe (Code 2) was selected in 59 Field B39.</p>
B41.	Section 8 Assistance 1984 Indicator	<p>Space = Not Section 8</p> <p>Y = Yes</p> <p>N = No</p> <p>Complete only if Eligibility Universe Code (59 Field B39) is Post-1981 ("2") <u>and</u> Current Income Status Code (59 Field B40) is Lower ("1"); otherwise, space fill.</p>
B42.	Income Exception Code	<p>Complete this field if the family met the conditions listed in 59 Field B40.</p> <p>Indicate the HUD exception for which this family is eligible. These include:</p> <p>CV = The Tenant:</p> <p>(1) Was converted (or is now being converted) from RAP or Rent Supplement; or</p> <p>(2) Received (or will now) begin to receive Section 8 as a result of a sale of a HUD-owned project.</p> <p>EDT = HUD approved exception for an in-place tenant who would otherwise be displaced as described in HUD Handbook 4350.3.</p> <p>EIT = Do not use for new move-ins. Continue to use this code for tenants who previously received a HUD approved income exception.</p> <p>EAT or AA = Do not use this code for new move-ins. Continue to use this code for tenants who previously received an exception based upon these codes.</p> <p>EP = Tenant was admitted under one of the HUD-approved project-based exceptions as described in HUD Handbook 4350.3.</p>

Section B. Basic Record

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Field	Field Name	Definition
B43.	Dependent Allowance	Enter the product of \$480 multiplied by 59 Field B25, Number of Dependents.
B44.	Market Rent	Enter the HUD or Contract Administrator approved Market Rent/Section 202 PRAC and Section 811 PRAC Operating Rent.
B45.	3% of Income	Enter the product of 59 Field B35, Annual Income Amount, multiplied by 0.03.
B46.	Disability Expense	<p>Enter the total the family expects to pay during the 12-month period following the Effective Transaction Date. See paragraph 5-10 C for an explanation of disability expenses.</p> <p>NOTE: If you enter expenses here, then 59 Field C14, Care Codes, must show that an adult family member is able to work because disability assistance is available.</p>
B47.	Disability Allowance	<p>1. If 59 Field B45, 3% of Annual Income, is greater than 59 Field B46, Disability Expense, enter zero.</p> <p>2. Otherwise, enter the lesser of:</p> <p>59 Field B46 minus 59 Field B45 (Total Disability Assistance Expense minus 3 percent of Income). This amount cannot exceed the total amount of income reported in 59 Field D3, Member Income, for the family member(s) that are coded with an "H" in 59 Field C14, Care Code.</p> <p>NOTE: If any income of a family member in 59 Field B79, Child Care Expense A, was used to justify child care expenses that enable the family member to work, the same income cannot also be used to justify disability assistance expenses. However, if the income earned by the family member (because of the disability expense) exceeds the child care expense, any balance can be used to support a claim for disability assistance expenses. In other words:</p> <p>59 Field B79 + 59 Field B46 (Child Care Expenses Related to Family Member Working plus Disability Expense) cannot exceed the total amount of income in 59 Field D3 (Income Amount) that is marked with the code CH. If the sum of these fields is greater than those fields coded CH in 59 Field D3, reduce 59 Field B46 until the sum equals the amount of income in 59 Field D3 that is coded CH.</p>
B48.	Medical Expense	Enter the total amount of medical expenses the family expects to pay (not paid or reimbursed from another source) during the 12 months following the Transaction Effective Date. (This field only applies to households in which the head/spouse or co-head is disabled or will be 62 or older on the effective date of this submission.) If the family will have no medical expenses, leave this field blank.

Section B. Basic Record

59		
Field	Field Name	Definition
B49.	Medical Allowance	<p>1. If 59 Field B46, Disability Expense, is greater than or equal to 59 Field B45, 3% of Income, enter the amount from 59 Field B48, Medical Expenses in 59 Field B49 (Medical Allowance).</p> <p>2. Otherwise, enter: $([59 \text{ Field B48, Medical Expenses plus } 59 \text{ Field B46, Disability Expense}] \text{ minus } 59 \text{ Field B45, } 3\% \text{ of Income})$.</p> <p>If the result is negative, leave this field blank.</p>
B50.	Elderly Allowance	Enter \$400 if the head/spouse or co-head is disabled, or will be 62 or older on the effective date of this submission.
B51.	Total Allowance	<p>Add 59 Field B43 (Dependent Allowance) + 59 Field B79 (Child Care Expense A) + 59 Field B80 (Child Care Expense B) + 59 Field B47 (Disability Allowance) + 59 Field B49 (Medical Allowance) + 59 Field B50 (Elderly Allowance).</p> <p>Total Allowances equals the sum of the following: Allowance for Dependents + Child Care Allowance (for working and going to school) + Allowable Disability Assistance Expense + Allowable Medical Expenses + Elderly Family Allowance.</p>
B52.	Adjusted Income Amount	Enter 59 Field B35 (Annual Income Amount) minus 59 Field B51 (Total Allowances)
B53.	Contract Rent Amount	<p>Enter the rent HUD or the Contract Administrator has approved for this unit. The Contract Rent Amount is the Section 8 RAP contract rent, the Section 236 basic rent, the Section 221(d)(3) BMIR rent or the Rent Supplement unit rent, as applicable. Obtain this amount from the project's rental schedule (form HUD-92458) or subsidy contract.</p> <p>For Section 202 PAC or PRAC and Section 811 PRAC projects, if the tenant pays utilities separately, enter the operating rent (operating cost) minus the HUD-approved utility allowances. If all utilities are included in the rent, enter the operating rent.</p>
B54.	Utility Allowance Amount	If all utilities are included in the rent, enter 0. Otherwise, enter the amount HUD or the Contract Administrator has approved for this unit type. This amount can be obtained from the project's Rental Schedule (form HUD-92458) or subsidy contract.
B55.	Gross Rent	Enter total of 59 Field B53 (Contract Rent Amount) and 59 Field B54 (Utility Allowance Amount).

Section B. Basic Record

59		
Field	Field Name	Definition
B56.	Welfare Rent	<p>Enter the applicable Welfare Rent only if:</p> <p>(1) The tenant will receive welfare assistance during the certification period AND</p> <p>(2) The tenant resides in an "as-paid" State or locality in which a separate housing allowance is provided may be adjusted (independently of the family's other welfare benefits) based upon the family's actual housing costs. (See paragraph 5-6 I of HUD Handbook 4350.3 for additional guidance.)</p> <p>Otherwise, leave this field blank (not applicable).</p>
B57.	HCDA %	Value = 30 or 00.
B58.	Worksheet Code	Enter the Worksheet Code for the worksheet used to calculate the TTP. Valid Worksheet Code values are: D, E, F, or G.
B59.	Minimum Rent Hardship Exemption Code	<p>Required if a Section 8 tenant is claiming exemption from the \$25 minimum rent. Applies only to Section 8.</p> <p>Valid Codes are:</p> <p>Space = Not Applicable</p> <p>1 = Lost eligibility or awaiting an eligibility determination for a federal, State, or local assistance program.</p> <p>2 = Family would otherwise be evicted because it is unable to pay the minimum rent.</p> <p>3 = Family income has decreased due to changed circumstances, including loss of employment.</p> <p>4 = Death in family</p> <p>5 = Other circumstances determined by the responsible entity or HUD and includes the period during which the agent processes an exemption request.</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B60.	Total Tenant Payment	<p>For Section 221(d)(3) BMIR and Section 236 Tenants. Leave Blank.</p> <p>For Section 8, RAP, Rent Supplement, Section 202 PAC, Section 202 PRAC, and Section 811 PRAC tenants, enter the TTP as follows:</p> <p>59 Field B60 (Total Tenant Payment) Section 8, RAP, and Section 202 PAC tenants. If TTP (59 Field B60) is greater than Gross Rent (59 Field B55), the family is not eligible for assistance under these programs. Reduce the TTP to the Gross Rent.</p> <p>59 Field B60 Section 202 PRAC and Section 811 PRAC tenants. Enter TTP from 59 Field B60 even if it is greater than the Gross/Operating Rent/Operating Costs (59 Field B55).</p> <p>59 Field B60 Rent Supplement Projects. If TTP (59 Field B60) is greater than the Gross Rent (59 Field B55), reduce the TTP to the Gross Rent.</p> <p>If this is a mixed family as defined in paragraph 3-12 and the Glossary, consult with Exhibits 3-12, 3-13, or 3-14 on how to complete this item.</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B61.	Tenant Rent	<p>Section 236 Tenants. Where all utilities are included in the rents (There is no utility allowance). Enter the greater of:</p> <ul style="list-style-type: none"> • 59 Field B52 (Adjusted Income) / 12 months x .30, or • 59 Field B53 (Contract Rent) <p style="text-align: center;">But never more than 59 Field B44 (Market Rent)</p> <p>Where some utilities are paid by the tenant (There is no utility allowance). Enter the greater of:</p> <ul style="list-style-type: none"> • 59 Field B52 (Adjusted Income) / 12 months x .30 minus 59 Field B54 (Utility Allowance) • 59 Field B52 (Adjusted Income) / 12 months x .25, or • 59 Field B53 (Contract Rent) <p style="text-align: center;">But never more than 59 Field B44 (Market Rent)</p> <p>Section 8/RAP/Rent Supplement/Section 202 PAC, Section 202 PRAC, and Section 811 PRAC tenants. Enter 59 Field B60 (TTP) minus 59 Field B54 (Utility Allowance). If the utility allowance is greater than the total tenant payment, enter zero and complete 59 Field B62.</p> <p>Section 221(d)(3) BMIR Tenants</p> <p>(1) At initial occupancy, charge the tenant the contract rent (59 Field B53). No special calculations or worksheets are needed.</p> <p>(2) At Recertification if the tenant's annual income (59 Field B35) is:</p> <p>(a) Less than or equal to 110% of the Section 221(d)(3) BMIR income limit (59 Field B36-B38) charge the tenant the BMIR rent</p> <p>(b) Greater than 110% of the Section 221(d)(3) BMIR limit, charge the tenant the BMIR rent. (59 Field B56)</p> <p>NOTE: If this is a mixed family as defined in paragraph 3.12 and the Glossary, consult with Exhibits 3-12, 3-13, or 3-14 on how to complete this item.</p>
B62.	Utility Reimbursement	<p>If utility allowance (59 Field B54) is greater than the TTP (59 Field B60) enter the difference. Otherwise leave this item blank.</p> <p>NOTE: If this is a mixed family as defined in paragraph 3-12 and the Glossary, consult with Exhibits 3-12, 3-13, and 3-14 on how to complete this field.</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B63.	Assistance Payment Amount	<p>For Section 221(d)(3) BMIR and Section 236 tenants, leave blank.</p> <p>For all other tenants, enter Gross Rent/PRAC Operating Rent/PAC Operating Cost minus Total Tenant Payment.</p> <p>If this amount is a negative number:</p> <p style="padding-left: 40px;">For PRAC tenants ONLY, enter the negative number.</p> <p style="padding-left: 40px;">For all other tenants, enter zero.</p> <p>NOTE FOR RENT SUPPLEMENT TENANTS: If this is a move-in or an initial certification and the assistance payment is less than 10% of the Gross Rent, the tenant is not eligible for Rent Supplement assistance. Recompute the tenant's rent as follows:</p> <p>(1) For Section 221(d)(3) BMIR projects, charge the BMIR rent.</p> <p>(2) For Section 236 projects, use the Section 236 formula to compute the tenant's rent.</p> <p>(3) For Rent Supplement projects, charge the HUD-approved market rent.</p> <p>If this is a mixed family as defined in paragraph 3-12 and the Glossary, consult with Exhibits 3-12, 3-13, and 3-14 on how to complete this field.</p>
B64.	% Actually Charged	<p>Leave this blank for tenants who pay only the BMIR rent.</p> <p>For all projects except Section 236 enter:</p> $\text{TTP} = \frac{\text{Adjusted Income}}{12} \quad \text{59 Field B60}$ $\text{(Adjusted Income / 12)} \quad \text{(59 Field B52 / 12)}$ <p>For Section 236 and Section 221(d)(3) BMIR tenants, enter:</p> $\frac{\text{TR / UA}}{\text{Adjusted Income / 12}} = \frac{\text{59 Field B61 / 59 Field B54}}{\text{59 Field B52 / 12}}$ <p>For tenants whose rents are calculated on worksheets D, F, and G, obtain this percentage from the applicable worksheet.</p>
B65.	Police or Security Tenant	<p>Indicate if the tenant family has been granted the special privileges reserved for police or security professionals in Section 8 projects. The income limits do not apply, and the TTP must be at least 50% of contract rent. No vacancy claim can be filed for the unit when the police or security professional moves out.</p> <p>Acceptable Values:</p> <p>Y = Police or Security privileges apply to this Section 8 tenant</p> <p>N or Space = No police or security privileges apply</p>
B66.	Next Recertification Date	Enter the date of the next scheduled annual recertification date for this family as prescribed by Chapter 7, Section 1: Annual Recertification of HUD Handbook 4350.3.

Section B. Basic Record

59		
Field	Field Name	Definition
B67.	Bedroom Count	Enter the number of bedrooms in the unit. (See Chapter 3, Section 2 of HUD Handbook 4350.3 for guidance on occupancy standards and how many bedrooms a family may have.)
B68.	Building ID	[Future Field.]
B69.	Unit Number	If each unit number is used only once within a project, enter unit numbers (e.g., 201, 402). If a unit number is used more than once within a project, use a unique method to identify each unit. Each building could perhaps be given a letter or an additional number before the unit number. Do not use a street address.
B70.	Security Deposit	A payment required by an owner to be held during the term of the lease (or the time period the tenant occupies the unit) to offset damages incurred due to the actions of the tenant. Such damages may include physical damage to the property, theft of property, and failure to pay back rent. See Chapter 6, Section 2 of HUD Handbook 4350.3 for more information on security deposits.
B71.	Region Code	The 2-character code for the Area associated with this certified household. [Future Field.]
B72.	Field Office Code	Refer to the HUD Area/State Office codes. Enter the number assigned to the HUD Field Office in which the project is located. [Future Field.]
B73.	Tenant Signed Date	The Family head and any spouse or co-head must sign and date (mmddyyyy) a 50059 certification generated by the owner's automated system, as provided by Chapter 9, Section 1 of HUD Handbook 4350.3. If the individuals sign the 50059 certification on different dates, use the earlier date for transmission to TRACS.
B74.	Owner Signed Date	The owner, or his or her representative, must sign and date (mmddyyyy) a 50059 certification generated by the owner's automated system, as provided by Chapter 9, Section 1 of HUD Handbook 4350.3.

Section B. Basic Record

59		
Field	Field Name	Definition
B75.	Household Assistance Status Codes	<p>This field relates to HUD's restrictions on assistance to noncitizens. Enter one of the codes listed below. Consult with paragraph 3-12 and the Glossary for the definitions of terms used in this field and for guidance in determining which code to use.</p> <p>N = Subsidy type is NOT subject to Restrictions on Assistance to Noncitizens.</p> <p>F = Verification of eligibility is pending. A family in this status is awaiting verification of eligibility and receives full assistance.</p> <p>E = All members of the family are eligible for assistance.</p> <p>C = This mixed family, resident on/before June 19, 1995, qualifies for continuation of full assistance.</p> <p>P = This family qualifies for and receives prorated assistance.</p> <p>T = This family is NOT eligible for assistance or this family elects temporary deferral of termination status. Families for which this code applies receive a temporary deferral of termination.</p>
B76.	Family Addition Adoption	The number of expected adopted family members. [Future Field.]
B77.	Family Addition Pregnancy	The number of expected family additions by childbirth. [Future Field.]
B78.	Family Addition Foster Children	The number of expected foster children as family additions. [Future Field.]
B79.	Child Care Expense A (Expenses that enable a family member to work)	<p>Enter the amount of Child Care expense used to enable the family member to work. This amount cannot exceed the total amount of employment income (codes M, W, F, and B in 59 Field D2, Income Source) that is derived because the child care is available. This income, which is reported in 59 Field D3, Income Amount, is coded with a "C" in 59 Field C14, Care Codes.</p> <p>NOTE: See paragraph 5-10 B; For full-time students who pay for child care while they work, the maximum child care allowance is \$480.</p>
B80.	Child Care Expenses B (Expenses that enable a family member to look for work or to attend school)	Enter the amount of child care expense used to enable the family member to look for work or attend school.

Section B. Basic Record

59		
Field	Field Name	Definition
B81.	Voucher Date	<p>Enter the month and year for which the regular tenant assistance payments are requested. Enter mmyyyy. Example: 012001. This is the date that appears in Field 10 of the Form HUD-52670, <i>Housing Owner's Certification and Application for Housing Assistance Payments</i>. Complete this 59 Field B81 (Voucher Date) for all transactions except for prevalidations and address loads (future implementation). See Appendix 9 of HUD Handbook 4350.3 for further information.</p> <p>NOTE: This field does not apply to transactions where the subsidy type in 59 Field A2 of the 50059 data requirements is either 4 or 5 [Section 236 or Section 221(d)(3) BMIR only, where there is no assistance contract.]</p>
B82.	Secondary Subsidy Type	<p>This applies to non-citizens who live in a Section 236 project, receive Rent Supplement, RAP, or Section 8 assistance, and receive prorated benefits. Valid value are "s" = for this household; or "space" = for a household which does not live in a Section 236 project</p> <p>NOTE: Space = Blank</p>
B83.	Survivor Indicator	<p>Indicates that the current head of household does not meet the special conditions to qualify for the unit, but does qualify as the survivor of the person who originally met the special requirements and qualified for the unit.</p> <p>Valid value is:</p> <p>"Y" = Yes</p>
B84.	Waiver Type Code	[Future Field.]
B85.	Move-Into Unit Date (Family)	Enter the date the family moved into this project. This is the original date the family moved into the project, not this unit. [Future Field.]
B86.	Owner Preference Code	Preference codes (excluding Federal Preference Codes) indicate local preference codes (if applicable).
B87.	Baseline Certification Indicator	This indicator is valued with "Y" when establishing a family in TRACS with an AR, IR, Move In, or Initial Certification. A Correction can be a baseline. Without the baseline indicator, tenants can only be established in the TRACS database with an MI, IC, or Correction. The Transaction Effective Date of the Baseline Certification must be within 13 months of the current date.
B88.	Plan of Action Indicator	<p>This indicator is valued with "2" or "6" if the project is either Title II or Title VI. This indicator will be used to modify the Section 8 edit to accept Plan of Action computations. This indicator is valued with:</p> <p>2 = if the project is under Plan of Action Title II.</p> <p>6 = if the project is under Plan of Action Title VI.</p>

Section B. Basic Record

59		
Field	Field Name	Definition
B89.	HUD-Owned Indicator	This indicator is valued with "Y" if the project is HUD-owned. This indicator will permit HUD-owned projects to submit certifications to TRACS.
B90.	Unit Transfer Code	<p>The values are:</p> <p>Space = Not a Unit Transfer</p> <p>Y = Unit Transfer</p> <p>NOTE: If the unit number in a (re)certification is not the same as the (re)certification it supersedes, and the unit transfer indicator is not 'Y,' the (re)certification will be rejected.</p> <p>Neither the project number nor the contract number can change with a unit transfer. If either attribute changes, effect the transfer by moving the tenant out of his or her previous unit and use an Initial Certification to establish the tenant in his or her new unit.</p> <p>A MAT70 should be submitted for a unit transfer where the tenant is not to be recertified.</p>
B91.	Previous Unit Number	The previous unit number is required if the (re)certification includes a unit transfer.
B92.	Mobility Impaired	<p>Family is mobility impaired:</p> <p>Y = Yes</p> <p>N = No</p>
B93.	Hearing Impaired	<p>Family is hearing impaired:</p> <p>Y = Yes</p> <p>N = No</p>
B94.	Visually Impaired	<p>Family is visually impaired:</p> <p>Y = Yes</p> <p>N = No</p>
B95.	Tenant Unable to Sign Indicator	<p>The tenant is legitimately unable to sign the 50059 in time to achieve an on-time recertification. Submit a correction with the Tenant Signed Date (59 Field B73) populated when the tenant is able to sign.</p> <p>Y = Yes (Tenant signed date = null date)</p> <p>N = No (Tenant signed date populated with a legitimate date)</p>

Section C. Household (Family) Record

59 Field	Field Name	Definition
C1.	Member Number	The head of household must have a member number of "01." Also, 59 Field C5, Relationship Code, must be coded "H." No other family records for the household may contain these codes. Assign a member number to each family member. These member numbers will be used to associate income to specific family members. Zeros (00) are not valid.
C2.	Last Name	List the names (last name, first name, middle initial) of each person who lives in the unit, including persons with the following codes in 59 Field C5, Relationship Code: F and L.
C3.	First Name	
C4.	Middle Initial	

Section C. Household (Family) Record

59 Field	Field Name	Definition
C5.	Relationship Code	<p>List persons living in the unit in the following order and state each person's relationship to the head by using one of the codes listed below. See Chapter 3 of HUD Handbook 4350.3 concerning the eligibility of families to assisted housing. Only the following codes may be entered.</p> <p>H - Head (There can be only one head. If there is a spouse or co-head, list the same person as head on each recertification, as long as that person resides in the household. List the other person as spouse or co-head on each recertification.)</p> <p>S - Spouse (There either can be a spouse or co-head, but not both.)</p> <p>K - Co-head (See paragraph 5-6 A for guidance on how to count emancipated minors.) For the Section 202/8, Section 202 PAC, and Section 202 PRAC and Section 811 PRAC projects, to qualify for admission/assistance, persons must be age 62 or, if disabled, at least 18 years old. Therefore, a head, spouse or co-head under the age of 18 would not occur in these programs.</p> <p>D - Dependent. See paragraph 5-6 A of HUD Handbook 4350.3. Count any member of the family currently living in the unit who is:</p> <ul style="list-style-type: none"> -Age 17 or younger. -18 or older and disabled or a full-time student. -Child temporarily absent due to placement in a foster home. -Child who is subject to joint custody agreement (lives in unit at least 50% of time). -Full-time student (regardless of age) away at school but lives with family during school breaks. -Child being adopted (or custody being sought) and currently living in unit. <p>O - Other adult member of the family who is not the head, spouse or co-head and whose income is counted in determining the family's annual income. See paragraph 5-6. This member's status cannot be used to justify the family's eligibility for the elderly or medical allowances.</p> <p>F - Foster child under the age of 18 or child of a foster child. See paragraph 5-6 A. The income of a child in this category is not counted in determining the family's annual income; the child does not qualify the family for a dependent allowance nor are medical or handicap assistance expenses considered for children in this category. However, child care expenses for children in this category who are under the age of 13 are considered under the child.</p>

Section C. Household (Family) Record

59 Field	Field Name	Definition
C5. (Cont.)	Relationship Code – continued	L - Others Living in the Unit Who are not Members of the Tenant Family. See paragraph 5-6. Include, but not limited to foster adults, and live-in aides. See the regulatory definitions of these terms in the Glossary in HUD Handbook 4350.3. See also paragraph 3.6 E for guidance on live-in attendants. Persons in this category do not have rights under the lease. Persons in this category are not considered members of the family and their income is not counted in determining the family's annual income.
C6.	Sex Code	For each person listed, enter "F" for female or "M" for male. Leave blank for unborn children and minors being pursued for adoption or legal custody who are not yet residents of the unit, even if the sex is known.
C7.	Birth Date	Enter month, day, and year for each person listed using the following format – mmddyyyy. Do not complete for unborn children or persons under the age of 18 who are being pursued for custody or adoption who do not yet live in the unit.
C8.	Special Status Code	<p>Completion of this field will help to indicate adjustments to annual income which the family is entitled to receive. In the future, this field will also provide information on elderly tenants who are frail.</p> <p>Enter any of the codes listed below which apply to family members identified in 59 Field C5 (Relationship Code) as H, S, K, D, and O. Enter all codes below which apply. (See HUD Handbook 4350.3, Glossary, for the definitions of the terms "Elderly Family," "Elderly Person," "Disabled Family," and "Disabled Household.")</p> <p>E = Elderly Head, Spouse, Co-head (individual is at least 62 years old) as of the effective date of this certification. (Such individual must have one of the following codes in 59 Field C5: H, S, or K.)</p> <p>S = Full-time student who is at least 18 years old as of the effective date of this certification and who is not the Head, Spouse, Co-head. (Such individual must have been identified in 59 Field C5 with Code D.)</p> <p>H = Family Member who is disabled. (Such individual must have been identified in 59 Field C5 with one of the following codes: H, S, K, or D.)</p> <p>F = Frail Elderly [Future Field.]</p> <p>J = Dependent whose custody is jointly shared by more than one family.</p>

Section C. Household (Family) Record

59 Field	Field Name	Definition
C9.	Identification Code	<p>SSN or TRACS ID Number. Enter the 9-digit social security number of family members who are 6 years of age and older. Regulations do not require owners to enter social security numbers for children under six years of age; however, social security numbers should be entered if available. Do not use dashes. If the family member does not have a social security number, enter 999999999 in this field the first time information for this family is submitted. A TRACS Tenant ID number will be generated by the TRACS system and owners will be notified of the numbers. This number should be entered on each subsequent submission until a social security number is reported.</p> <p>Do not include social security numbers for persons who are not family members (i.e., live-in attendants, foster children, and foster adults. TRACS will assign a Tenant ID number for these individuals.)</p>
C10.	Member Eligibility Code	<p>Enter one of the following codes for each person listed in 59 Field C2-C8 (list of all persons residing in the unit). Consult with paragraph 3-12 and the Glossary on what the terms below mean. Obtain the information about each individual by reviewing the tenant/applicant declaration:</p> <p>EC = individual is a citizen or national EN = individual is a noncitizen with eligible immigration status IC = Ineligible noncitizen child of a family head or spouse (NOTE: A co-head does not qualify for continued assistance.) IN = Member is an ineligible noncitizen IP = Ineligible parent of a head of household or spouse (NOTE: A co-head is not eligible for continued assistance.) PV = individual's eligibility status is pending verification XX = individuals who are not counted as members of the family (i.e., foster children, live-in attendants, foster adults). 59 Field C5 shows a relationship code of "F" or "L" for these individuals.</p>
C11.	Alien Registration Number	Enter the Alien Registration Number for each member of the family provided on the applicant or tenant declaration made regarding eligible immigration status. Do not enter dashes.
C12.	Occupation Description	[Future Field.]
C13.	Able to Work Care Code	<p>Assistance provided so a household member can work.</p> <p>Valid codes are:</p> <p>C = Child Care H = Handicapped (This field includes disabled.) CH = Both</p>

Section C. Household (Family) Record

59 Field	Field Name	Definition
C14.	Care Codes	<p>Complete this field only if the family incurs child care or disability expenses that enable an adult family member to work. Consult with paragraph 5-10 of HUD Handbook 4350.3 on what expenses to count. Enter the code next to the income of the adult who is able to work as a result of the expense.</p> <p>C = An adult who is able to work because child care is available.</p> <p>H = Each adult who is able to work because handicapped assistance is available. [This field includes disabled.]</p> <p>CH = Each adult who is able to work because both child care and handicap assistance is available.</p> <p>The following income types in 59 Field D2 can be used to determine the employment ceiling for child care and handicap care allowances: M, F, W, and B.</p> <p>EXAMPLE: Ms. Wright works two jobs (Nonfederal wages – W), earning \$10,000 and \$4,000 respectively. She pays for child care for the first job only. The owner would enter C by the \$10,000 amount but not by the second amount.</p>

Section D. Income Record

59 Field	Field Name	Definition
D1.	Member Number	Numeric starting with "01" for the Head of Household. The member number in the income record must be the same as the Member Number in the MAT10, Section 3 Family Record for the family member associated with the income record. Zeros (00) are not valid.
D2.	Code (Income Type)	<p>Enter each source of income separately for each family member. Attribute the source to family members using the Member Number from 59 Field C9, Identification Code. Enter the source of the income using the following codes:</p> <p>PE = Pensions (including veterans pensions, military retirement, and income from all other pensions and annuities)</p> <p>T = TANF (Temporary Assistance for Needy Families)</p> <p>SS = Social Security</p> <p>G = General Assistance</p> <p>SI = Supplemental Security Income (SSI)</p> <p>CS = Child Support</p> <p>M = Military Pay</p> <p>F = Federal Wage</p> <p>W = Nonfederal Wage (including salaries, tips, commission bonuses, and other income from employment)</p> <p>U = Unemployment</p> <p>I = Indian Trust</p> <p>B = Business (including distributed profits and net income from business)</p> <p>N = Other Nonwage Source (including alimony, unemployment benefits)</p> <p>EXAMPLE: Member 01 works three nonfederal jobs, paying \$10,000, \$4,000, and \$2,000, respectively. Enter each source of income separately and attribute Code W, Nonfederal Wage, to each: W - \$10,000; W - \$4,000; and W - \$2,000.</p>
D3.	Amount (Income)	Enter the amount anticipated to be received during the 12-month period following the Transaction Effective Date for each family member in accordance with paragraph 5-5 of HUD Handbook 4350.3. Do not include income from assets.

Section D. Income Record

59 Field	Field Name	Definition
D4.	New Household Member Income Indicator	<p>A new income-producing member to this household who was not on a previous 50059 or who was not producing income on the previous 50059.</p> <p>Valid values are:</p> <p>Y = New income member</p> <p>N = Not a new income member</p> <p>Space = Not applicable</p> <p>[Future Field.]</p>
D5.	Newly Employed Income Indicator	<p>A member of a household who was unemployed on previous 50059 but is now employed on this 50059.</p> <p>“Y” = Newly employed</p> <p>“N” = Still unemployed</p> <p>Space = Not applicable</p> <p>[Future Field.]</p>
D6.	SSN Benefits Claim Number	<p>Enter the social security claim number under which a family member receives income benefits only if it is different from that member's own number. NOTE: Enter the alpha/numeric suffix attached to the end of the social security claim number. Do not enter dashes.</p> <p>[Future Field]</p>

Section E. Asset Record

59 Field	Field Name	Definition
E1.	Member Number	Numeric starting with "01" for the Head of Household. The member number in the asset record must be the same as the Member Number in the MAT10, Section 3 Family Record for the family member associated with the asset record. Zeros (00) are not valid.
E2.	Description	List the type of each asset now owned and each asset disposed of for less than fair market value in the two years preceding the date in 59 Field B9, Transaction Effective Date. Examples: "checking account"; "savings account"; "IRA"; "Stamp collection."
E3.	Status	Classify each asset entered in 59 Field E2 as follows: Enter C (for current), for an asset that the household currently owns. Enter I (for imputed), for any asset the family has disposed of that must still be counted in accordance with HUD Handbook 4350.3. An imputed value is used for these assets, since they have already been disposed of and there is no actual income.
E4.	Cash Value Amount	Enter the cash value of each asset listed in 59 Field E2, Description (Asset). Refer to paragraph 5-7 C on valuing assets.
E5.	Actual Yearly Income Amount	For each asset identified in 59 Field E2, enter the actual yearly income anticipated to be received by the family.
E6.	Date Divested	MMDDYYYY. The date the family disposed of the asset.

Appendix 8
50059 Data Entry Rules

Appendix 8: 50059 Data Entry Rules

Appendix 8 provides:

- Data entry rules for the 50059 data requirements;
- Examples of rounding; and
- Data entry rules for TRACS transmissions.

1. Data Entry Rules for the 50059 Data Requirements

- A. Round up at \$0.50. This procedure is consistent with the data entry instructions for TRACS.

Example – Rounding Procedures	
<u>Amount</u>	<u>Rounded Amount</u>
\$49.49	\$49.00
\$49.50	\$50.00

- B. Carry decimals from one step to another on calculations made before a TRACS entry is made.

Each calculation in the following examples is performed prior to the TRACS submission. Therefore, actual numbers are used in each calculation.

2. Examples of Rounding

- A. In computing an individual tenant's income, an hourly wage should be computed as follows:

$$\$5.11/\text{hour} \times 33.25 \text{ hours per week} \times 52 \text{ weeks}$$

$$\$5.11 \times 33.25 = \$169.9075 = \$169.91$$

$$\$169.91 \times 52 = \$8,835.32$$

Note that the owner carried the decimals from one step to the next because these are pre-TRACS calculations. The owner will go on to enter \$8,835 as the income for this individual into the 50059 data requirements, which will then be transmitted to TRACS. See the discussion below on TRACS data-entry requirements.

- B. A family has the following assets: \$1,331.49 (Savings); \$4,322.50 (IRA); \$3,255.50 (cash value of life insurance). The owner will round each asset to the nearest dollar and enter the rounded amounts into the 50059 data requirements, which will then be transmitted to TRACS.

\$ 1,331 Savings

\$ 4,323 IRAs

\$ 3,256 Life Insurance

\$ 8,910 Total Cash Value of All Assets

- C. In calculating amounts for adjustments such as Total Medical Expenses, each expense should be calculated and rounded to the nearest \$0.01. The expenses to the \$0.01 are added together to produce a total that is then rounded to the nearest dollar.

\$33.66 Prescription

\$236.00 Doctor's visit

\$269.66 Total

Enter \$270 in the 50059 data requirements.

3. Data Entry Rules for TRACS Transmissions

Owners and software vendors must follow the instructions included in the MAT Guide regarding data entry for TRACS transmissions (e.g., right/left justifications, number of fields, field length, etc.).

- Only whole numbers may be transmitted to TRACS.
- When rounding, dollar amounts must be rounded down at \$0.49 and up at \$0.50.
- Do not carry decimals through several transactions once a TRACS entry has been made.

Example

<u>Family Member</u>	<u>Actual Amount</u>	<u>Reported to TRACS</u>
1	\$ 7,655.49	\$ 7,655
2	\$ 8,400.50	\$ 8,401
3	\$ <u>3,900.47</u>	\$ <u>3,900</u>
	\$ 19,956.20	\$ 19,956

In this example, each individual member's actual earned income, rounded to a whole number, is submitted to TRACS.

Example – When Computing TTP in MAT 10, Field 64 of the 50059 Data Requirements

Annual income in the following example had already been determined and entered as a record in the TRACS submission. Therefore, it is already a rounded number. (**NOTE:** These are only a sample of the calculations used to determine TTP.)

- Annual Adjusted Income divided by 12 months = Monthly Adjusted Income
 $\$6,525 / 12 = \543.75 (\$6,525 was previously entered and is a rounded number.)
- Monthly Adjusted Income multiplied by .30
 $\$543.75 \times .30 = \$163.125 = 163.13$
 This amount has not been entered into TRACS, so the owner would use the decimals.
- The amount that the owner enters for TTP would be the highest of the three amounts provided in Exhibit 5-9. That amount would be rounded when it is entered into the 50059 data requirements.

NOTE: It would be incorrect for the owner to use the actual amount of annual income in this calculation, since Annual Income has already been entered onto the 50059 data requirements.

Example

Again, in the following example of correct rounding, the individual income amounts are rounded because they are transmitted to TRACS. A member of a household had the following earned income:

<u>Family Member</u>	<u>Actual Earned Income</u>	<u>Amount Entered in the Data Requirements and Submitted to TRACS</u>
1	\$ 3,298.46	\$ 3,298 *
1	\$ 5,024.49	\$ 5,024
1	\$ 1,655.50	\$ 1,656
1	\$ 9,977.99	\$ 9,978

*The amounts submitted to TRACS are rounded.

NOTE: Prior to 9/95, if an individual had multiple income sources for one type of income (e.g., wages), the owner entered the total amount. Now, the owner enters each income source for a type of income. Since each source of income is listed on the 50059 data requirements and then transmitted to TRACS, each entry must be rounded.

Appendix 9

Form HUD-52670, *Housing Owner's Certification and Application for Housing Assistance Payments*

The Form HUD-5260 has been revised and is awaiting OMB approval. Continue to use the current HUD-52670 and the current instructions until the revised form is available. The current HUD-52670 is available on HUDCLIPS.

Appendix 9: Housing Owner's Certification and Application For Housing Assistance Payments and Instructions for Preparing form HUD-52670

GENERAL:

- A. Prepare a separate form HUD-52670 for each subsidy contract for each of the following:
 - 1. Regular tenant assistance payments, adjustments, and approved special claims: unpaid rents, damages and other charges, and vacancies.
 - 2. Approved debt service claims.
- B. Request payment of special claims after forms HUD-52670-A part 2, and HUD-52671-A through D, as applicable, are approved by the HUD Field Office or Contract Administrator. More complete instructions on special claims processing and payment are in HUD's *Special Claims Processing Guide*.
- C. Neither HUD nor the Contract Administrator will pay special claims unless approval numbers are included.

NOTE: Do not submit Special Claims forms HUD-52671-A through D and supporting documentation to HUD or Contract Administrator when requesting payment for unpaid rent, damages and other charges, vacancies, or debt service. THESE FORMS AND DOCUMENTATION ARE REVIEWED AND APPROVED PRIOR TO REQUESTING PAYMENT.

TIMING OF BILLINGS:

- A. RENT SUPPLEMENT AND RAP TENANTS: Submit billing forms by the 10th day of the month for which payments are requested.
- B. SECTION 8, PAC AND PRAC TENANTS: Submit billing forms by the 10th day of the month before the month for which they are requested.

EXAMPLE: To request assistance for June, owners must submit vouchers by June 10 for PRAC, Rent Supplement, and RAP tenants, or May 10 for Section 8 and PAC tenants.

Part I. Contract Information

- ITEM 1. PROJECT NAME. Enter the name as it appears on the subsidy contract. (Abbreviated project name resulting from the use of software is acceptable.)
- ITEM 2. FHA/EH/NONINSURED PROJECT NUMBER. Mandatory for Section 236, Section 221(d)(3) BMIR, Rent Supplement, RAP, PAC, and PRAC subsidy types. Requested

for those Section 8 contracts for which a FHA project number applies.

NOTE: Do not use "0000FMHA" as a project number in RHS Section 515 projects. Do not enter a project number for RHS Section 515 projects.

Sample entries are provided below.

<u>FHA Insured Projects</u>	<u>Elderly Housing Projects</u>	<u>Other Noninsured Projects</u>
12144026	121EH001	121001NI

ITEM 3. SECTION 8/PAC/PRAC CONTRACT NUMBER. Mandatory for Section 8, Section 202 PAC, Section 202 PRAC, and Section 811 PRAC subsidy types.

ITEM 4. TYPE OF SUBSIDY. If you are using software, enter "1" for Section 8, enter "2" for Rent Supplement, enter "3" for Rental Assistance, enter "7" for Section 202 PRAC, enter "8" for Section 811 PRAC, or enter "9" for Section 202 PAC. CHECK ONLY ONE BOX.

ITEM 5a. MANAGEMENT AGENT NAME. Enter the agent's company name.

ITEM 5b. EMPLOYER IDENTIFICATION NUMBER (EIN).

Part II. Occupancy and Income Eligibility Information

ITEM 6. GENERAL OCCUPANCY INFORMATION. Consider only those units under this subsidy contract when completing ITEMS 6a through 6e.

- A. Complete this item if you are requesting regular tenant assistance payments for Section 8, RAP, Rent Supplement, and PAC tenants (see B below for PRAC instructions). Do not complete for debt service claims.
1. TOTAL UNITS IN CONTRACT. Do not include HUD-approved, nonrevenue producing units.
 2. NUMBER OF UNITS RECEIVING SUBSIDY.
 - a. Include tenants who are receiving Section 8, Rent Supplement, RAP, or PAC assistance.
 - b. Do not include tenants who are terminated from assistance.
 3. NUMBER OF TIMES ABATED. Indicate the number of units in 6a for which assistance cannot be paid due to natural disaster or health and safety reasons.
 4. NUMBER OF UNITS VACANT. Indicate how many units in 6a are vacant.

5. NUMBER OF UNITS IN 6A THAT ARE OCCUPIED BY MARKET-RATE TENANTS. Include tenants being charged market rent.

CHECKPOINT: 6a must equal the sum of 6b + 6c + 6d + 6e.

- B. Section 202 PRAC and Section 811 PRAC Contracts. Complete only:

6a. TOTAL UNITS IN CONTRACT. Do not include HUD-approved, nonrevenue producing units; and

6c. NUMBER OF UNITS VACANT. Indicate how many units in 6a are vacant.

ITEM 7. EXCEPTIONS TO LIMITATIONS ON ADMISSION OF LOW-INCOME FAMILIES.

Complete if the contract is Section 8 and was effective on or after 10/1/81, and if regular tenant assistance payments are being requested.

- A. PROJECT-BASED EXCEPTIONS IN USE. Obtain from column 12 of form HUD-52670-A part 1, *Schedule of Tenant Assistance Payments Due*, by counting all EP codes.
- B. PROJECT-BASED EXCEPTIONS ALLOCATED. Enter the number of exceptions the HUD Field Office has:
1. Approved for situations 2 through 6 of 4350.3, Exhibit 3-1; and
 2. NOT taken back.
- C. TENANT-BASED EXCEPTIONS IN USE. Obtain from column 12 of form HUD-52670-A part 1, *Schedule of Tenant Assistance Payments Due*, by counting all codes that begin with an "E" and end with "T".
- D. TOTAL EXCEPTIONS. Add 7b and 7c.
- E. PROJECT-BASED EXCEPTIONS – DATE LAST CHANGED. Enter the date of the last HUD letter that increased or decreased the number of exceptions allocated to this project. Leave space blank if HUD has never given this contract any project-based exceptions.

Part III. Breakdown of Assistance Payment Requested

ITEM 8a. MONTH/YEAR. Enter the month and year for which the assistance is requested.

ITEM 9. NUMBER OF UNITS INCLUDED IN BILLING. Enter the number of contract units for which each type of payment is requested.

ITEM 10. AMOUNT REQUESTED. These amounts are from form HUD-52670-A part 1, *Schedule of Tenant Assistance Payments Due*, and the approved form HUD-52670-A part 2, *Schedule of Special Claims*.

If a schedule has more than one page, enter the total of all pages on the schedule.

TYPE OF ASSISTANCE	ADD ALL AMOUNTS IN:
a. Regular Tenant Assistance Payments	Item 17a of Part 1
b. Adjustments to Regular Tenant Assistance Payments	Item 17b of Part 1
c. Special Claims	
i. Unpaid Rent	Column 3 of Part 2
ii. Tenant Damages	Column 4 of Part 2
iii. Vacancies	
1) Rent-Up Vacancies	Column 5 of Part 2
2) Regular Vacancies	Column 6 of Part 2
iv. Debt Service	Column 7 of Part 2
e. Total Subsidy Authorized Under Rules in Handbook 4350.3	(Total of all amounts in Part III, Column 10, of this form)

ITEM 11. AMOUNT APPROVED. This column is for HUD/Contract Administrator use only. LEAVE BLANK.

Part IV. Distribution of Subsidy Earned

The total amount approved for payment by HUD or the Contract Administrator is reflected on line 11e. Monthly assistance payment amounts are electronically transferred to the project account authorized on the owner's submission of Form 1199. Owners wishing to change deposit instructions must send a new Form 1199 to HUD prior to making the account change.

Part V. Owner's Certification

Printed name of owner/agent, signature of owner/agent, and telephone number including area code.

Submission Requirements.

The form HUD-52670 must be electronically submitted to TRACS monthly using MAT 30 to receive payment. Owners who have a Contract Administrator are required to electronically submit the form HUD-52670 to the Contract Administrator for approval and payment. The Contract Administrator is responsible for transmitting a correct form HUD-52670 to TRACS.

HUD or the Contract Administrator will review the form HUD-52670 and may request submission of the form HUD-52670-A part 1, *Schedule of Tenant Assistance Payments Due*, to

verify the requested assistance payment amounts against tenant data submitted to TRACS for the project.

Form HUD-52670 submissions that include requests for Special Claims must be accompanied by form HUD-52670-A part 2, *Schedule of Special Claims*, containing approved amounts of special claims with their assigned numbers.

Housing Owner's Certification and Application for Housing Assistance Payments

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (11/30/2003)

Part I - Contract Information			HUD Use Only
1. Project Name :	2. FHA / EH / Non-Insured No.	3. Section 8 Contract Number:	Voucher Number:
4. Type of Subsidy (one only): <input type="checkbox"/> Sec. 8 <input type="checkbox"/> Rent Supp. <input type="checkbox"/> RAP	5a. Management Agent's Name: 5b. EIN :	6. Payee's address; or bank address & account number; or ABA (American Banking Association) route & account no.	Date Received : Date Paid :

Part II - Occupancy & Income Eligibility Information		
7. General Occupancy Information (contract specific):	8. Exceptions to Limitations on Admission of Lower-Income Families (only for Sec. 8 contracts effective on or after 10/1/81):	9. Tenant Income Information (only for Sec. 8 contracts effective before 10/1/81):
a. Total Units in contract	a. Project-based exceptions in use	Enter the number of units now leased to lower-income families who: 1. began receiving Section 8 on or after 8/1/84; and 2. were not very low income at the time they began to receive Section 8. Number of units: _____
b. Number of Units receiving subsidy under this contract	b. Project-based exceptions allocated	
c. Number of Units vacant under this contract	c. Tenant-based exceptions in use	
d. Number occupied by Market Rent Tenants	d. Total exceptions (line b + line c)	
Note: 7a must equal 7b + 7c + 7d	e. Date Field Office last changed allocations for project-based exceptions (mm/dd/yy)	

Part III - Breakdown of Assistance Payment Requested			HUD Use Only	
10. Type of Assistance	11. Number of Units in Billing	12. Amount Requested	13a. Amount Approved	13b. Accounting Code
1. Regular Tenant Assistance Payments for (mo./yr.):				
2. Adjustments to Regular Tenant Assistance Payments				
3. a. Section 8 Special Claims for Unpaid Rent				
b. Section 8 Special Claims for Tenant Damages				
c. Section 8 Special Claims for Vacancies				
d. Section 8 Special Claims for Debt Service				
4. 1983 HURRA Rent Rebates				
5. Total Subsidy Authorized under instructions in Handbook 4350.3				

Part V - Owner's Certification I certify that: (1) Each tenant's eligibility and assistance payment was computed in accordance with HUD's regulations, administrative procedures, and the Contract, and are payable under the Contract; (2) all required inspections have been completed; (3) the units for which assistance is billed are decent, safe, sanitary, and occupied or available for occupancy; (4) no amount included on this bill has been previously billed or paid; (5) all the facts and data on which this request for payment is based are true and correct; and (6) I have not received and will not receive any payments or other consideration from the tenant or any public or private source for the unit beyond that authorized in the assistance contract or the lease, except as permitted by HUD. Upon request by the Department of Housing and Urban Development, its duly authorized representative, or the Comptroller General of the United States, I will make available for audit all books, records and documents related to tenants' eligibility for, and the amount of, assistance payments. Warning: HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1010, 1012; 31 U.S.C. Sections 3729, 3802).	Part IV - Distribution of Subsidy Earned (HUD Use Only)		
		Amount Approved	Accounting Code
	1. Applied to HUD-held mortgage		
	2. Applied to debts owed by mortgagor		
3. Paid to Project			
4. \$ _____ of the amount in item 5, part III was released from the Residual Receipts Account.			
Printed Name, Date, Title & Phone No. (include area code) & Signature : X			

This form is submitted monthly by owners/agents to their Contract Administrator or HUD Field Office for each subsidy contract and provides basic information on the project, reports the number of contract units which are occupied by eligible tenants and bills HUD for the housing assistance payments. Section 8 projects also must report exceptions to the rule requiring that all units be leased to families with incomes below 50 percent of area median income.

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. It is also necessary for the forms to be completed so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

HUD does not promise confidentiality but will not disclose data on a specific project or tenant. No questions of a sensitive nature are asked in this form.

The Department of Housing & Urban Development is authorized to collect this information by the U.S. Housing Act of 1937, as amended, and to request the Employer Identification Number (EIN) by the Housing & Community Development Act of 1987, 42 U.S.C. 3543. The owner/agent must provide all this information including the EIN. The information provided will be used by HUD for the following: (1) Review accuracy of funds requested by owner / agent for tenants' housing assistance payments and special claims payments. (2) Review owner / agent computation of tenant assistance payment and tenants' rents using specific forms and formulas. (3) Evaluate the date owner/ agent re-certify assisted tenants. (4) Limit the number of Section 8 units that may be leased to lower-income families whose incomes exceed 50% of the area median income. (5) Restrict or prohibit the admission of tenants who are ineligible for assistance. (6) The EIN may be cross-checked against the EIN reported on the Management Entity Profile (form HUD-9832) or the Rent Schedule (form HUD-92458). This cross-check will assist in identifying inconsistencies whereby corrective action may be taken. The EIN is used as a unique identifier. HUD may disclose this information to Federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Otherwise, it will not be disclosed or released outside of HUD, except as permitted or required by law. Providing all information is mandatory, and failure to provide information will affect participation in HUD programs.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Appendix 10

Form HUD-52670-A Part 1, *Schedule of Tenant Assistance Payments Due*

The Form HUD-52670-A Part 1 has been revised and is awaiting OMB approval. Continue to use the current HUD-52670 and the current instructions until the revised form is available. The current HUD-52670-A Part 1 is available on HUDCLIPS.

Appendix 10: Schedule of Tenant Assistance Payments Due and Instructions for Preparing form HUD-52670-A, Part 1

[These instructions apply to the 2003 updated version of this form.]

GENERAL:

- A. Prepare a separate schedule for each subsidy contract.
- B. Fill in information requested in Items 1 through 5 on the first page. If more than one schedule is needed, complete Items 1 through 5 on subsequent pages.

Step I. Contract Information

- ITEM 1. MONTH/YEAR. Enter the month/year for which the regular tenant-assistance payments are due. COMPLETE THIS ITEM ONLY IF YOU ARE REQUESTING REGULAR TENANT-ASSISTANCE PAYMENTS.
- ITEM 2. PROJECT NAME. Enter the name as it appears on the subsidy contract. (Abbreviated project name resulting from the use of software is acceptable.)
- ITEM 3. FHA/EH/NONINSURED PROJECT NUMBER. Mandatory for Section 236, Section 221(d)(3) BMIR, Rent Supplement, RAP, PAC, and PRAC subsidy types. Required for those Section 8 contracts for which a FHA project number applies.

NOTE: Do not use "0000FMHA" as a project number in RHS Section 515 projects. Do not enter a project number for RHS Section 515 projects.

Sample entries are provided below.

<u>FHA Insured Projects</u>	<u>Elderly Housing Projects</u>	<u>Other Noninsured Projects</u>
12144026	121EH001	121001NI

- ITEM 4. SECTION 8/PAC/PRAC CONTRACT NUMBER. Mandatory for Section 8, Section 202 PAC, Section 202 PRAC, and Section 811 PRAC subsidy types. HUD TRACS will use this contract number for all transactions under the Tenant Header Record.
- ITEM 5. TYPE OF SUBSIDY. If you are using software, enter "1" for Section 8, enter "2" for Rent Supplement, enter "3" for Rental Assistance, enter "7" for Section 202 PRAC, enter "8" for Section 811 PRAC, or enter "9" for Section 202 PRAC. CHECK ONLY ONE BOX.

Step II. Itemize Assistance Payments Requested

- ITEM 6. HEAD OF HOUSEHOLD NAME, SOCIAL SECURITY NUMBER, AND DATE OF BIRTH. Enter "last name, first initial", social security number, and date of birth.
- ITEM 7. UNIT NUMBER. Enter unit numbers (i.e., 201, 402). When multiple households share a unit, add an alpha ending to the unit number to identify the unit number by household (i.e., 201A, 402B).
- ITEM 8. UNIT SIZE. Enter the number of bedrooms in the unit.
- ITEM 9. CONTRACT RENT. Enter the rent that HUD or the Contract Administrator has approved for this unit. The Contract Rent Amount is the Section 8/RAP/PAC contract rent, the Section 236 basic rent, the Section 221(d)(3) BMIR rent, or the Rent Supplement unit rent, as applicable. Obtain this amount from the project's signed rental schedule (form HUD-92458) or subsidy contract. When multiple households share a unit, calculate the contract rent amount as explained in Chapter 5, Paragraph 5-28.

For Section 202 PRAC and Section 811 PRAC projects, if the tenant pays utilities separately, enter the operating rent (operating cost) minus the HUD-approved utility allowances. If all utilities are included in the rent, enter the operating rent.

- ITEM 10. UTILITY ALLOWANCE. If all utilities are included in the rent, enter 0. Otherwise, enter the amount HUD or the Contract Administrator has approved for this unit type. This amount can be obtained from the project's Rental Schedule (form HUD-2458) or subsidy contract.
- ITEM 11. GROSS RENT. Enter the total of Item 9, Contract Rent, and Item 10, Utility Allowance. When multiple households share a unit, calculate the gross rent amount as explained in Chapter 5, Paragraph 5-28.

ITEM 12. INCOME CODE. Follow these instructions ONLY for Section 8 contracts. Complete this item only in the regular tenant assistance part of the Schedule. Follow the instructions in EITHER paragraph A or paragraph B below.

A. HAP CONTRACT EFFECTIVE BEFORE 10/1/81

1. If the tenant was not very low-income at the time he/she began to receive Section 8, enter "LI" in Column 12. Enter this code every month for as long as the tenant continuously receives Section 8 at this project. Enter this code even if the tenant becomes very low-income.
2. Otherwise, leave Column 12 blank.

B. HAP CONTRACTS EFFECTIVE ON OR AFTER 10/1/81

- 1. Move-Ins and Initial Certifications. If the instructions for 59 Field B42, Income Exception Code, of the 50059 data requirements required you to enter a code that starts with an "E", enter that code in Column 12. Otherwise, leave Column 12 blank.
- 2. Other Actions. If the tenant was admitted under an exception listed in Chapter 3, paragraph 3-7, and Exhibit 3-1's very low-income requirements, enter one of the following codes. The same code shall be entered every month for as long as the tenant receives Section 8 at this project. Enter this code even if the tenant becomes very low-income.

- EDT HUD approved an exception under Situation 1 of 4350.3, Exhibit 3-1.
- EP Tenant was admitted under exceptions HUD approved for Situations 3 through 6 of 4350.3, Exhibit 3-1.
- EAT The tenant or applicant was admitted to the Section 8 program before the project received HUD's 6/29/84 memorandum AND the tenant started receiving assistance on or after 8/1/84.
- ET None of these codes apply. Tenant's admission violated the income eligibility rules of 4350.3, paragraph 3-6.

ITEM 13. TURNOVER DATA. Follow these instructions ONLY if you are implementing an initial certification or reporting a move-in, move-out, or termination of assistance.

IMPORTANT: Report move-ins and move-outs only after they have actually happened. THIS MEANS THAT SINCE SECTION 8 IS REQUESTED A MONTH IN ADVANCE, TURNOVER DATA FOR MOVE-INS AND MOVE-OUTS WILL BE REPORTED A MONTH LATER.

FOR	ENTER THIS CODE IN 13a	ENTER THIS DATE IN 13b
_____	_____	_____
Move-in	I	Tenant moved into unit
Initial Certification	C	Tenant began to receive the type of assistance checked in Item 5
Termination of assistance	T	Last day for which tenant will receive assistance

TF Submitted false information

Assistance Terminated Because HUD:

CE Contract expired

EN Contract under the Enforcement Center

HQ Automatic termination because:

An annual certification was not completed within 15 months

or a move-out is not processed at a property before a move-in is processed at a new property.

ITEM 16. TENANT ASSISTANCE PAYMENTS: Enter the amount of assistance requested for each tenant in 16a.

A. Regular tenant assistance payments

1. For Section 8 contracts, enter the monthly assistance payments shown on 59 Field B63 of the 50059 date requirements.
2. For RAP and Rent Supplement contracts:

If the tenant received RAP or Rent Supplement for an entire month for the same unit, enter the assistance payment shown on 59 Field B63 of the 50059 data requirements.

If the tenant received assistance for that unit for only part of the month, prorate the assistance payment as follows:

- a. Divide 59 Field B63, assistance payment, by the number of days in the month.
- b. Multiply the answer above by the number of days the tenant received RAP or Rent Supplement for that unit.

B. ADJUSTMENTS

1. MOVE-INS AND MOVE-OUTS. Prorate the assistance payments as described in paragraph 9-12 of HUD Handbook 4350.3.
2. CORRECTIONS TO PRIOR BILLINGS. Briefly explain the reason for any adjustment and enter the full adjustment required. Explain the reason for the adjustment.
3. IF YOU ARE RETURNING SUBSIDY. Put parentheses around these requests (i.e., correcting for an overpayment).

ITEM 17. TOTALS. Compute separate totals for each of the assistance payment types. Enter those totals under Column 16a. Leave Column 16b totals blank.

Step III. Sign and Distribute the Schedule

CERTIFICATION: In the LAST box of the Schedule, print the name of owner/agent and sign. Enter the date that you signed the form and your telephone number.

IMPORTANT: In signing, you certify that you have complied with HUD Handbook 4350.3 procedures. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1012; 31 U.S.C. Sections 3729, 3802)

Schedule of Tenant Assistance Payments Due

U.S. Department of Housing Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (11/30/2003)

Before completing this form, read and follow the instructions in Handbook 4350.3, Chapter 6.
See the statements on the back for information on public burden.

1. Asst. Pymts Due For (mo. & yr) :	2. Project Name :	3. FHA / EH / Non-Insured Project No:
-------------------------------------	-------------------	---------------------------------------

4. Section 8 Contract Number:	5. Type of Subsidy (mark only one): <input type="checkbox"/> Sec.8 Housing Assistance Payments <input type="checkbox"/> Rent Supplement <input type="checkbox"/> Rental Assistance Payments
-------------------------------	--

6. Type of Section 8 (mark only one) : <input type="checkbox"/> Substantial Rehabilitation <input type="checkbox"/> New Construction <input type="checkbox"/> Loan Management Set Aside <input type="checkbox"/> Property Disposition Set Aside	7. Section 8 Contract Information (only for Sec.8 projects) : a. Was the HAP Agreement signed on or after 10/1/81? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A b. Was the HAP Contract effective on or after 10/1/81? <input type="checkbox"/> Yes <input type="checkbox"/> No c. If this is an LM/PD Set Aside (without Rehab.), was the HAP Contract signed on or after 10/3/84? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

8. Tenant Name (last, first)	9. Unit Number or Address	10. Income Code	Turnover Data		Recertification Data		13. Change Code	Tenant Assistance Payment	
			11a. Code	11b. Mo./Day	12a. Scheduled Effective Date	12b. Date Initial Notice Sent		14a. Requested	14b. Approved HUD use only
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

Owner/Agent Certification: I hereby certify that all pages of this schedule are true and correct and that all amounts were computed in accordance with HUD Handbook 4350.3 and any other applicable HUD instructions.

Printed Name, Signature, Date, Title & Phone No. (include area code) :

15. Totals for this page	a. Regular Tenant Assistance		
	b. Adjustments		
	c. 1983 HURRA Refund or Credit		

HUD Reviewer & Date:

HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1010, 1012; 31 U.S.C. Sections 3729, 3802).

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

HUD does not promise confidentiality but will not disclose data on a specific project or tenant. No questions of a sensitive nature are asked in this form.

The Department of Housing & Urban Development is authorized to collect this information by the U.S. Housing Act of 1937, as amended. The owner/agent must provide all this information. The information provided will be used by HUD for the following: (1) Review accuracy of funds requested by owner/agent for tenants' housing assistance payments and special claims payments. (2) Review owner/agent computation of tenant assistance payment and tenants' rents using specific forms and formulas. (3) Evaluate the date owner/agent re-certify assisted tenants. (4) Limit the number of Section 8 units that may be leased to lower-income families whose incomes exceed 50% of the area median income. (5) Restrict or prohibit the admission of tenants who are ineligible for assistance. HUD may disclose this information to Federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Otherwise, it will not be disclosed or released outside of HUD, except as permitted or required by law. Providing all information is mandatory, and failure to provide information will affect participation in HUD programs.

Public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Appendix 11

Form HUD-52670-A Part 2, *Schedule of Section 8 Special Claims*

The Form HUD-52670-A Part 2 has been revised and is awaiting OMB approval.
Continue to use the current HUD –52670-A Part 2 until the revised form is available.
The current HUD-52670-A Part 2 is available on HUDCLIPS.

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

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Public reporting burden for this collection of information is estimated to average 0.33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Appendix 12

Special Claims Worksheets

- **Form HUD-52671-A, *Section 8 Special Claims for Unpaid Rent/Damages***
- **Form HUD-52671-B, *Section 8 Special Claims for Vacancies During Rent-Up***
- **Form HUD-52671-C, *Section 8 Special Claims for Regular Vacancies***
- **Form HUD-52671-D, *Section 8 Special Claims for Debt Service***

The Special Claims Worksheets have been revised and are awaiting OMB approval. Continue to use the current Forms HUD-52671-A, HUD-52671-B, HUD-52671-C and HUD-52671-D until the revised forms are available. The current forms are available on HUDCLIPS.

Section 8 Special Claims for Unpaid Rent / Damages

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (11/30/2003)

Instructions Follow guidelines in HUD Handbook 4350.3, Chapter 6	Project name	FHA project no.	Section 8 contract no.
		Tenant name	Unit No.
		Previous tenant's move-out date	Tenant's move-in date
Total amount collected from tenant	1. Enter the security deposit you collected. Warning: If you did not collect the required security deposit from the tenant that caused this claim, stop! You cannot file this special claim.		
	2. Enter the interest you earned on the security deposit		
	3. Enter the money you collected for unpaid rents & damages		
	4. Total amount collected. Add lines 1-3		
HUD's maximum liability	5. Enter monthly contract rent at move-out date		
	6. Subtract line 4 from line 5 (equals maximum HUD liability). If this amount is 0 or negative, stop! You have exceeded HUD's maximum. You cannot file a claim for unpaid rent or damages.		
Unpaid rent claim	7. Enter rent charged but unpaid at move-out		
	8. Subtract line 4 from line 7 (not less than 0)		
	9. Enter the lesser of lines 6 & 8. Also, enter in column 3 on HUD 52670-A, Part 2.		
HUD's remaining liability applicable to damages	10. Subtract line 9 from line 6. If this amount is 0 or negative, stop! You have exceeded HUD's maximum. You cannot file a claim for damages.		
	11. Enter cost to repair damage		
	12. Enter the remaining amount of the security deposit (line 4 minus line 7) This cannot be less than 0		
	13. Amount of damage exceeding the remaining security deposit (line 11 minus line 12) This cannot be less than 0		
	14. Enter the lesser of lines 10 & 13. Also, enter in column 4 on HUD 52670-A, Part 2.		

I certify: (a) I collected the appropriate security deposit according to Chapter 4, Section 2, page 4-4, paragraph 4-8b(2) and (3). (b) I billed tenants for unpaid rent or damages and took all reasonable steps to collect the debt. (c) I determined the damage claim was due to the tenant's negligence or abuse. (d) All documentation will be retained in the project's file for 3 years.

Owner's printed name, signature, & date

HUD Field Office Review

- Claim approved.
- Claim adjusted. Reason:
- Claim denied. Reason:

HUD official's name, signature, & date

HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1010, 1012; 31 U.S.C. Sections 3729, 3802).

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

HUD does not promise confidentiality but will not disclose data on a specific project or tenant. No questions of a sensitive nature are asked in this form.

The Department of Housing & Urban Development is authorized to collect this information by the U.S. Housing Act of 1937, as amended. The owner/agent must provide all this information. The information provided will be used by HUD for the following: (1) Review accuracy of funds requested by owner/agent for tenants' housing assistance payments and special claims payments. (2) Review owner/agent computation of tenant assistance payment and tenants' rents using specific forms and formulas. (3) Evaluate the date owner/agent re-certify assisted tenants. (4) Limit the number of Section 8 units that may be leased to lower-income families whose incomes exceed 50% of the area median income. (5) Restrict or prohibit the admission of tenants who are ineligible for assistance. HUD may disclose this information to Federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Otherwise, it will not be disclosed or released outside of HUD, except as permitted or required by law. Providing all information is mandatory, and failure to provide information will affect participation in HUD programs.

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

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Section 8 Special Claims for Regular Vacancies

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (11/30/2003)

Instructions Follow guidelines in HUD Handbook 4350.3, Chapter 6	Project name			FHA project no.		Section 8 contract no.
				Tenant name		Unit No.
Part A (applies to the following) 880: Section 8 New Construction 881: Substantial Rehabilitation 884: 515 Farmers Home 885: Elderly Housing 886: LMSA Subpart A	1. Tenant's move-out date	2. No. days taken to clean / repair unit	3. Date unit ready for occupancy	4. Date unit ready for occup. + 60 days	5. Date unit was re-rented	6. No. of days vacant (Not to exceed 60. Include day in line 3 but not day in line 5.)
	7. Enter daily contract rent (Divide contract rent in effect on move-out date by 30.)					
	8. Multiply lines 6 and 7 (Contract rent for days vacant)					
	9. Multiply line 8 by 0.80 (This is the most HUD will pay)					
	10. Enter amounts paid by other sources (Security deposit, Title I, etc.)			(-)		
	11. Subtract line 10 from line 8					
	12. Compare line 9 with line 11 & enter the lesser amount Enter in column 6 on HUD 52670-A Part 2.					
	13. Tenant's move-out date	14. No. days taken to clean / repair unit	15. Date unit ready for occupancy	16. Last day of mo. (or day before move-in if in same month)	17. Number of days vacant in first month (Line 16 minus line 15, plus one day. Not to exceed 30.)	
	18. Enter daily assistance payment (Divide assistance payment in effect on move-out date by 30.)					
	19. Multiply lines 17 by line 18 This is the most HUD will pay for the first month. If vacancy continues for a second month, continue with line 20. However, if a new tenant moved in the same month as the previous tenant moved out, skip to line 25.					
	20. Day of second month the unit was rented					
	21. Subtract one (1) day from line 20 (Or enter 30 if the unit was not re-rented.)					
22. Enter daily contract rent (Divide contract rent in effect on move-out by 30.)						
23. Multiply line 21 by line 22						
24. Multiply line 23 by 0.80 This is the most HUD will pay for the second month.						
25. Add lines 19 & 24						
26. Enter amounts paid by other sources (Security deposit, Title I, etc.)				(-)		
27. Subtract line 26 from 25 Enter in column 6 on HUD 52670-A Part 2.						

I certify: (a) Units are in decent, safe, and sanitary condition, and are available for occupancy during the vacancy period in which the payments are claimed. (b) The Owner / Agent did not cause the vacancy by violating the lease, the contract, or any applicable law. (c) I notified HUD or the contract administrator immediately upon learning of the vacancy, or prospective vacancy, and the reasons for it. (d) I complied with all HUD requirements on termination of tenancy (Chapter 4, Section 5 of Handbook 4350.3) if the vacancy was caused by an eviction. (e) All documentation will be retained in the project's file for 3 years.

Owner's printed name, signature, & date

HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1010, 1012; 31 U.S.C. Sections 3729, 3802).

HUD Field Office Review

- Claim approved.
 Claim adjusted. Reason:
 Claim denied. Reason:

HUD official's name, signature, & date

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

HUD does not promise confidentiality but will not disclose data on a specific project or tenant. No questions of a sensitive nature are asked in this form.

The Department of Housing & Urban Development is authorized to collect this information by the U.S. Housing Act of 1937, as amended. The owner/agent must provide all this information. The information provided will be used by HUD for the following: (1) Review accuracy of funds requested by owner/agent for tenants' housing assistance payments and special claims payments. (2) Review owner/agent computation of tenant assistance payment and tenants' rents using specific forms and formulas. (3) Evaluate the date owner/agent re-certify assisted tenants. (4) Limit the number of Section 8 units that may be leased to lower-income families whose incomes exceed 50% of the area median income. (5) Restrict or prohibit the admission of tenants who are ineligible for assistance. HUD may disclose this information to Federal, state, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Otherwise, it will not be disclosed or released outside of HUD, except as permitted or required by law. Providing all information is mandatory, and failure to provide information will affect participation in HUD programs.

Public reporting burden for this collection of information is estimated to average 0.33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Section 8 Special Claims for Debt Service

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

OMB Approval No. 2502-0182 (11/30/2003)

Instructions: Follow guidelines in HUD Handbook 4350.3, Chapter 6		Project name		FHA project no.		Section 8 contract no.	
		Unit number	Unit size (No. of Bedrooms)	Period vacant		No. of days vacant	Daily debt ser. attributed to that unit from HAP con- tract (exhibit 2)
		From (date)	To (date)	(1)	(2)	(3)	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

I certify: (a) Units are in decent, safe, and sanitary condition, and are available for occupancy during the vacancy period in which the payments are claimed. (b) I took all appropriate actions to market and fill the vacant units. (c) The project shows a net operating loss on an unaudited form HUD-92410, Profit & Loss Statement.

Owner's printed name, signature, & date

A	Total	
B	Enter operating loss from HUD-92410	
C	Enter lesser of A or B . Also enter in column 7 of HUD 52670-A Part 2.	

HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

HUD Field Office Review

- Claim approved.
- Claim adjusted.
- Claim denied. Reason:

HUD official's name, signature, & date X

Submit an Original and two copies

This form must be completed so HUD can pay owners the difference between the gross rent and the total tenant payment (housing assistance payments) according to regulation. This information is necessary so the owner can recoup money lost during vacancy, and money spent to fix damaged units and cover rent when these expenses are unpaid by the vacating tenant.

Regulations require that owners complete this form using statutory formulas for calculating housing assistance payments, unpaid rent and tenant damages and vacancy loss payments.

The statutes requiring the submission are S101, Housing and Urban Development Act of 1965 (12 U.S.C. 1701s), S236(f)(2), National Housing Act (12 U.S.C. 17152z-1), S8, United States Housing Act (42 U.S.C. 1437 f). The regulations stipulating these rules are: 24 CFR 215, 236, 813, 880, 883, 884, 885, and 886. The administrative requirements for these forms are provided in HUD Handbook 4350.3, Chapter 6. Copies of the statutes, regulations and administrative requirements are provided in Appendix A.

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Appendix 13

Form HUD-93104, *Monthly Report of Excess Income*

Monthly Report of Excess Income

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0086
(exp. 09/30/2003)

Section 236 Projects

Important: Follow the instructions on the back to prepare this form.
Submit this form by the 10th of the month following the month covered by this report.

Project Name & Address	FHA Project Number
	Reporting Period (mm/yyyy)

Mail this report to (This form is designed to fit a window envelope.)

Excess Rental Income
P.O. Box 360333M
Pittsburgh, PA 15250

Complete this block only if there is a payment due HUD	
Check Number:	Amount:

fold line

Project Owner's Name & Address		Management Agent's Name & Address	
Phone Number	Employer ID Number	Phone Number	Employer ID Number

1. Total gross rental collections in excess of approved basic rental per unit for all units in the project	\$
2. Less amount retained for HUD-approved purposes	\$()
3. Total Net Excess Income due HUD this month	\$

Certification: I certify that the information on this form is true and complete.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Type the Name & Phone No. of the person preparing this report (include area code)		Name of Reviewing Mortgage Official & Phone Number	
Title		Title	
Signature	Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is collected to obtain full benefits authorized by the amended section 236(g) of the National Housing Act. The information will enable HUD to ensure that project owners carry out their statutory obligations to remit to HUD all Excess Income that HUD has not authorized them to retain. Responses are required to obtain and retain the benefits authorized and mandated by section 236 of the Act. The information is considered nonsensitive, and there are no assurances of confidentiality.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect this information by Section 236 of the National Housing Act, as amended, and the Employer Identification Number (EIN) by the Housing & Community Development Act of 1987, 42 U.S.C 3543. The information concerning the monthly reporting of excess income is being collected by HUD to: (1) ensure project owners comply with the program requirements to accumulate, safeguard and pay HUD all rental charges collected in excess of the basic rental charges, (2) recover and enforce collection actions through repayment plans and/or offset of future subsidy billings in accordance with 24 CFR 17, administrative claims, and assess civil money penalties pursuant to Section 416 of the 1987 Housing and Community Development Act, as well as, (3) automate financial reporting needs. The EIN is used as a unique identifier for closer monitoring of owners and agents. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the information could affect your future participation in HUD programs.

Instructions for Preparing form HUD-93104, Monthly Report of Excess Income

This form is designed to fit a window envelope.

The following (and similar) items are excluded from the computations: Late fees, NSF Check fees, utility surcharges, security deposit damage surcharges, Section 8 damage surcharges, Section 8 vacancy payments, local tax surcharges, and separate parking or cable television charges if these amenities are not included in the Basic Rent.

All Section 236 project owners (Insured, Non-insured, and HUD-held) must remit each month all rental receipts in excess of each unit's approved Basic Rental Rate.

All Section 236 mortgagors are to:

1. Prepare and mail form HUD-93104 by the tenth of each month to report the prior month's collections. A report must be submitted each month, whether or not a remittance is required.
2. Forward the original form HUD-93104 to the address shown on the form, with a copy to the local HUD Office that has jurisdiction over the project.
3. Keep copies of the completed forms as part of the books and records of the project for at least seven years from the dates the forms are prepared.
4. Attach a check for full payment of the total amount shown due, indicating the project number and the month and year of the Excess Income payment on the check.

A prorated amount of Excess Income must be computed and remitted when only a partial month's rent payment is due and paid. Amounts received in the current month for rents due in other months are to be applied to sums due the Operating Account and due HUD for those other months. If the information is not already available or readily extractable from the project's rent rolls or ledger folios, the mortgagor must prepare a detailed monthly schedule of each unit that did not receive Rent Supplement, RAP, or Section 8 Assistance of any type; this schedule (or the rent roll) must show the basic rental charge for each unit and the amount collected as rent in excess of the basic rental charge for each unit. This schedule (or rent roll) must be prepared each month regardless of whether Excess Income is being remitted for that month. This schedule (or rent roll) must show the following information for each unit that does not receive Rent Supplement, RAP, or Section 8 Assistance of any type, and it must be presented to the independent public accountant performing the annual audit of the mortgagor at the time of the audit:

Unit Number	Tenant Name	Basic Rent	Tenant Rental Payment	Excess Above Basic Rent
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Appendix 14

Fact Sheets – How Rent is Determined

- **Memorandum February 5, 2002: Fact Sheets for Project-Based Assistance Programs**
- **Below Market Interest Rate (BMIR) Fact Sheet**
- **Project-Based Section 8 Fact Sheet**
- **Rental Assistance Payments (RAP) Fact Sheet**
- **Rent Supplement Fact Sheet**
- **Section 202/162 – Project Assistance Contract (PAC)**
Section 202/811 – Project Rental Assistance Contract (PRAC) Fact Sheet
- **Section 236 Fact Sheet**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-8000

OFFICE OF THE ASSISTANT SECRETARY
FOR HOUSING-FEDERAL HOUSING COMMISSIONER

February 5, 2002

MEMORANDUM FOR: All Hub Directors
All Program Center Directors
All Performance-Based Contract Administrators
All Contract Administrators
All Owners and Agents of HUD-Assisted Properties

FROM: John C. Weicher, Assistant Secretary for Housing - Federal Housing
Commissioner, H

SUBJECT: Fact Sheets for Project-Based Assistance Programs

As part of the Department's continuing effort to reduce errors in the administration of its rental housing assistance programs, the Office of Housing is in the process of developing tools to assist owners, agents, and tenants in determining the correct rent and to ensure that the "right benefit goes to the right person." The attached Fact Sheets describe how rents are determined under the various project-based assistance programs.

The Fact Sheets are to be provided to owners, agents, for distribution to prospective and current residents of HUD-assisted housing. The Fact Sheets inform residents of the types of income they need to report to the owner and the exclusions from income the owner must allow when determining the household's annual income. They also inform residents of the deductions they may be entitled to receive to arrive at the adjusted income used in determining their rent. The Fact Sheets also serve as a reminder to owners and agents of their responsibilities for ensuring that accurate information is used in determining rent and that the rent is calculated correctly. The Fact Sheets are posted on the web at www.hud.gov/offices/hsg/hsgmulti.cfm under Rental Housing Income Integrity Improvement Project (RHIP).

Owners are responsible for making sure that the procedures used for determining rent and rental assistance at their property are adequate and that they reflect current provisions and requirements. Owners are also expected to maintain a high standard of accuracy in the rent determination process and must ensure the following:

- Project staff is properly trained in the rent determination process.

- The right questions are asked of prospective and current residents in order to obtain all of the sources of income of the household members and for determining the appropriate exclusions and deductions.
- Third party verifications are obtained and documented for all income, assets and expenses related to deductions from annual income and any other factors that affect the determination of adjusted income.
- The resident's portion of the rent and the rental assistance provided by HUD are calculated correctly.
- Certifications are completed on time (initial, annual, and interim).
- Residents are notified of rent changes and provided copies of the rent determinations.
- Tenant data is accurate and is transmitted to the Tenant Rental Assistance Certification System (TRACS) on a timely basis.

The attached Fact Sheets are a summary of current HUD Policies and regulations concerning resident income certification(s). We trust that owners and agents will distribute them to residents as part of an educational process that explains resident entitlements and responsibilities.

Attachments

FACT SHEET

For HUD ASSISTED RESIDENTS

Below Market Interest Rate (BMIR)

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations
- Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility, but also determines the rent a family will pay. The anticipated income, subject to exclusions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

Determining Tenant Rent

Below Market Interest Rate (BMIR) Rent

Formula:

- At move-in or initial occupancy, the family pays the contract rent
- At recertification, they continue to pay the same rent unless their **income is equal to or higher than 110% of the BMIR income limit**. If the income has risen to 110% of the BMIR income limit, they pay the **higher** of the BMIR Market Rent or the amount they now pay.

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular

contributions or gifts received from organizations or from persons not residing in the dwelling

- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that the other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
 - Foreclosure
 - Bankruptcy

- Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- The full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that

government by persons who were persecuted during the Nazi era

- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs

- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Reference Materials

Regulations:

- General HUD Program Requirements; 24CFR Part 5

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

- “Federally Mandated Exclusions” Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov>

FACT SHEET

For HUD ASSISTED RESIDENTS

Project-Based Section 8

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Recalculate rent every 90 days when resident claims minimum rent hardship exemption
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Project-Based Section 8 Rent Formula:

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
 - 10% of the family's monthly income
 - Welfare rent or welfare payment from agency to assist family in paying housing costs.
- OR
- \$25.00 Minimum Rent

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular

contributions or gifts received from organizations or from persons not residing in the dwelling

- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
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- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
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- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

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- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
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- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
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- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the

family's 3% of income expenditure is applied only one time.

- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Legislation:

- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.

Regulations:

- General HUD Program Requirements; 24 CFR Part 5
- Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Programs; Final Rule, 65 FR 16692, March 29, 2000; 24 CFR 880 et al.
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities; Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 65 FR 4608, August 21, 2000; 24 CFR Parts 5, 92, et al.

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

- "Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001
- Notice H 00-18, Admission and Occupancy of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) for Multifamily Housing Programs

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>

FACT SHEET

For HUD ASSISTED RESIDENTS

Rental Assistance Payments (RAP)

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations
- Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Rental Assistance Payment (RAP) Rent

Formula:

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
- 10% of the family's monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.
- Note: **An owner may admit an applicant to the RAP program only if the Total Tenant Payment is less than the gross rent for the unit.**

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular

contributions or gifts received from organizations or from persons not residing in the dwelling

- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as

a result of:

- Foreclosure
- Bankruptcy
- Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- The full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs

- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Regulations:

- General HUD Program Requirements; 24 CFR Part 5
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities; Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 65 FR 4608, August 21, 2000; 24 CFR Parts 5, 92, et al.

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

- "Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>

FACT SHEET

For HUD ASSISTED RESIDENTS

Rent Supplement

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Rent Supplement Rent Formula:

The rent a family will pay is the **higher** of the following amounts:

- 30% of the family's monthly adjusted income
- 30% of Gross Rent.

If this is a move-in or initial certification, the family is only eligible if their total tenant payment is less than 90% of Gross Rent.

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA).

Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling

- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:
 - Foreclosure
 - Bankruptcy
 - Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- The full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)

- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*

- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income. Family income expenditure is applied only one time
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the

family to be employed or to further his or her education.

Reference Materials

Regulations:

- General HUD Program Requirements; 24 CFR Part 5
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities; Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 65 FR 4608, August 21, 2000; 24 CFR Parts 5, 92, et al.

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

- "Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>

FACT SHEET

For HUD ASSISTED RESIDENTS

Section 202/162 – Project Assistance Contract (PAC) Section 202/811 – Project Rental Assistance Contract (PRAC)

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

This Fact Sheet is a general guide to inform the Owner/Management Agents (OA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification.

Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent
- Provide tenants a copy of lease agreement and income and rent determinations
- Recalculate rent when changes in family composition and decreases or increases in income are reported by \$200 more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

The rent a family will pay is the **highest** of the following amounts:

- 30% of the family's monthly *adjusted* income
- 10% of the family's monthly income
- Welfare rent or welfare payment from agency to assist family in paying housing costs.

Note: An owner may admit an applicant to the PAC program only if the Total Tenant Payment is less than

the gross rent. This note does not apply to the PRAC program. In some instances under the PRAC program a tenant's Total Tenant Payment will exceed the PRAC operating rent (gross rent).

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA). Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay
- Welfare assistance
- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual's name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
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- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
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- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received

in a lump sum amount or in prospective monthly amounts

- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
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- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
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- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991

- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income the expenditure is applied only one time
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income
- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Regulations:

- General HUD Program Requirements; 24 CFR Part 5 and CFR 24 Part 891.
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities; Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 65 FR 4608, August 21, 2000; 24 CFR Parts 5, 92, et al.

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

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FACT SHEET

For HUD ASSISTED RESIDENTS

Section 236

“HOW YOUR RENT IS DETERMINED”

Office of Housing

January 2002

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Why Determining Income and Rent Correctly is Important

Department of Housing and Urban Development studies show that many resident families pay incorrect rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- OAs not granting exclusions and deductions to which resident families are entitled.

OAs and residents all have a responsibility in ensuring that the correct rent is paid.

OAs' Responsibilities:

- Obtain accurate income information
- Verify resident income
- Ensure residents receive the exclusions and deductions to which they are entitled
- Accurately calculate Tenant Rent

- Provide tenants a copy of lease agreement and income and rent determinations
- Recalculate rent when changes in family composition are reported
- Recalculate rent when resident income decreases
- Recalculate rent when resident income increases by \$200 or more per month
- Provide information on OA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining rent

Residents' Responsibilities:

- Provide accurate family composition information
- Report all income
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income occurring between annual recertifications
- Sign consent forms for income verification
- Follow lease requirements and house rules

Income Determinations

A family's anticipated gross income determines not only eligibility, but also determines the rent a family will pay. The anticipated income, subject to exclusions and deductions the family will receive during the next twelve (12) months, is used to determine the family's rent.

What is Annual Income?

Gross Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Deductions = Adjusted Income

Determining Tenant Rent

Section 236 Rent Formulas:

All Section 236 Projects have a minimum rent (Basic Rent) and a maximum rent (Market Rent).

Section 236 with NO Utility Allowance; the higher of:

- 30% of the family's monthly adjusted income
- Basic Rent
- But not more than Market Rent

Section 236 WITH Utility Allowance; the **highest** of:

- 30% of the family’s monthly adjusted income less the Utility Allowance
- 25% of the family’s monthly adjusted income
- Basic Rent
- But not more than Market Rent

A **Utility Allowance** is approved by HUD when the cost of all or a portion of the utilities (except telephone) is not included in the unit rent and payment for the utilities is the responsibility of the family occupying the unit. The utility allowance is not meant to pay all actual utility costs, but rather it is an allowance provided to the family to assist them in payment of their utility expenses.

Income and Assets

HUD assisted residents are required to report **all** income from all sources to the Owner or Agent (OA). Exclusions to income and deductions are part of the tenant rent process.

When determining the amount of income from assets to be included in annual income, the actual income derived from the assets is included except when the cash value of all of the assets is in excess of \$5,000, then the amount included in annual income is the higher of 2% of the total assets or the actual income derived from the assets.

Annual Income Includes:

- Full amount (before payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services
- Net income from the operation of a business or profession
- Interest, dividends and other net income of any kind from real or personal property (See Assets Include/Assets Do Not Include below)
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount
- Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay
- Welfare assistance

- Periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from organizations or from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except for special pay for exposure to hostile fire)

Assets Include:

- Stocks, bonds, Treasury bills, certificates of deposit, money market accounts
- Individual retirement and Keogh accounts
- Retirement and pension funds
- Cash held in savings and checking accounts, safe deposit boxes, homes, etc.
- Cash value of whole life insurance policies available to the individual before death
- Equity in rental property and other capital investments
- Personal property held as an investment
- Lump sum receipts or one-time receipts
- Mortgage or deed of trust held by an applicant
- Assets disposed of for less than fair market value.

Assets Do Not Include:

- Necessary personal property (clothing, furniture, cars, wedding ring, vehicles specially equipped for persons with disabilities)
- Interests in Indian trust land
- Term life insurance policies
- Equity in the cooperative unit in which the family lives
- Assets that are part of an active business
- Assets that are not effectively owned by the applicant or are held in an individual’s name but:
 - The assets and any income they earn accrue to the benefit of someone else who is not a member of the household, and
 - that other person is responsible for income taxes incurred on income generated by the assets
- Assets that are not accessible to the applicant and provide no income to the applicant (Example: A battered spouse owns a house with her husband. Due to the domestic situation, she receives no income from the asset and cannot convert the asset to cash.)
- Assets disposed of for less than fair market value as a result of:

- Foreclosure
- Bankruptcy
- Divorce or separation agreement if the applicant or resident receives important consideration not necessarily in dollars.

Exclusions from Annual Income:

- Income from the employment of children (including foster children) under the age of 18
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- Income of a live-in aide
- The full amount of student financial assistance either paid directly to the student or to the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program
- Resident service stipend (not to exceed \$200 per month)
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff
- Temporary, non-recurring or sporadic income (including gifts)

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
- Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse)
- Adoption assistance payments in excess of \$480 per adopted child
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- Amounts received by the family in the form of refunds or rebates under State of local law for property taxes paid on the dwelling unit
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Federally Mandated Exclusions:

- Value of the allotment provided to an eligible household under the Food Stamp Act of 1977
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act
- Income derived from certain submarginal land of the US that is held in trust for certain Indian Tribes
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
- Payments received under programs funded in whole or in part under the Job Training Partnership Act
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the US. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs

- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowance, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid under the provisions of 38U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating under the Workforce Investment Act of 1998.

- If an elderly family has both unreimbursed medical expenses and disability assistance expenses, the family's 3% of income expenditure is applied only one time.
- Any reasonable child care expenses for children under age 13 necessary to enable a member of the family to be employed or to further his or her education.

Reference Materials

Regulations:

- General HUD Program Requirements; 24 CFR Part 5
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities; Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 65 FR 4608, August 21, 2000; 24 CFR Parts 5, 92, et al.

Handbook:

- 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs

Notices:

- "Federally Mandated Exclusions" Notice 66 FR 4669, April 20, 2001

For More Information:

Find out more about HUD's programs on HUD's Internet homepage at <http://www.hud.gov>

Deductions:

- \$480 for each dependent including full time students or persons with a disability
- \$400 for any elderly family or disabled family
- Unreimbursed medical expenses of any elderly family or disabled family that total more than 3% of Annual Income
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work that total more than 3% of Annual Income