

# **RISE West Virginia Rental Assistance Program**



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# West Virginia Rental Assistance Program

## RENTAL ACTIVITIES COMPLIANCE GUIDE

The West Virginia Rental Assistance Program (WV-RAP) was created to help rebuild damaged rental properties, with primary benefit being to assist properties occupied by low-to-moderate income (LMI) tenants. The Rental Assistance Program is focused on rebuilding the affordable rental housing stock in impacted counties by aiding small rental property owners who serve a low-to-moderate income market.

### Affordability (Compliance) Period

The affordability period is the length of time during which the WV-RAP requirements apply to a WV-RAP-assisted rental property. The affordability period is 3 years after assistance is provided.

The affordability period can be thought of as the “compliance period.” During this time, the rental property owner must comply with the WV-RAP requirements, including rent limits, tenant income limits, use of the standard lease agreement and rental application, and property standards. After the affordability period ends, these WV-RAP requirements no longer apply.

Note: The 3-year limit for compliance does not apply to flood insurance restrictive covenants.

### Tenant Income Requirement

Tenants that occupy WV-RAP assisted homes must meet specified income limits. The WV-RAP Program requires each unit must be rented to LMI tenant households for a period of three years after assistance is provided.

During the affordability period, property owners must ensure that all tenants of WV-RAP-assisted rental properties meet the LMI requirement. Tenants are determined to be LMI if the total household income is less than or equal to 80% of the area median household income (“AMI”), adjusted for household size, and determined annually by HUD. HUD updates and publishes AMI limits each year and property owners must verify a tenant household’s income-eligibility before renting a unit.

- The income analysis classifications fall into four general categories and vary greatly across the State of West Virginia:
  - 0%-30%, Extremely Low Income
  - 31%-50%, Very Low Income
  - 51%-80%, Low Income
  - 81% or Higher, above LMI

As each category is based on Area Median Income (AMI), HUD publishes these calculated income ranges in Program Income Limit tables found here on the HUD website:

- <https://www.huduser.gov/portal/datasets/il.html>

## **Fair Market Rent Requirement**

During the affordability period, property owners must ensure that the rents they charge for their WV-RAP-assisted rental units do not exceed the HUD established Fair Market Rents for the respective county. HUD updates and publishes Fair Market Rents annually.

HUD's Fair Market Rents rent limits include utilities. This means if the tenant pays utilities, then the calculation of the tenant rent must include a utility allowance. The applicant must complete the utility allowance calculation using the forms provided by the Program which are also updated annually.

It is the applicant's responsibility ensure that rental costs are at or below the most current Fair Market Rents, published annually by HUD with consideration for utility allowances. Individual county-specific Fair Market Rents can be accessed at the HUD User website below. Utility allowances are also updated annually, and the applicant must ensure that the most current utility allowance forms are used when determining rental rates. Utility allowance forms can be accessed at the West Virginia Flood Recovery Office website:

- <https://www.huduser.gov/portal/datasets/fmr.html>
- <http://wvfloodrecovery.com/>

## **Rental Application and Lease Agreement**

Property Owners must use the program-approved Tenant Application <sup>1</sup> (Exhibit 1) form and Lease Agreement<sup>2</sup> (Exhibit 2). Owners must also comply with applicable federal, state and/or local tenant-landlord laws.

## **Initial Tenant Documentation**

The income of the initial tenant must be verified by WV-RAP program staff. WV-RAP staff must verify the initial tenant's household income before the property owner allows a tenant to move into the property. The property owner is responsible for obtaining and providing WV-RAP staff with copies of the following documentation for the initial tenant:

- Rental Application
- Documentation necessary to verify household income
- Lease Agreement

## **Compliance with Fair Housing Standards**

It is HUD's mission to promote non-discrimination and ensure fair and equal housing opportunities for all. In an ongoing effort to provide services and activities on a nondiscriminatory manner and to affirmatively further fair housing, HUD is charged by law to implement and enforce a wide array of civil rights laws, not only for members of the public in search of fair housing, but for HUD funded grant recipients as well. HUD is also charged with ensuring the successful operation of specific enforcement of housing programs. HUD-funded grant recipients are obligated under various laws not to discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability. HUD rules further require that recipients of federal financial assistance

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<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2

comply with civil rights-related program requirements (CRRPRs) that affect nearly every aspect of each program. In order to satisfy these requirements, WVDO requires that WV-RAP landlords and/or their managers attend Fair Housing Act training. WVDO will monitor annual compliance with this requirement by requiring written evidence of a landlord's or manager's completion of a Fair Housing Act training course provided either by a HUD office or another HUD approved resource. HUD Fair Housing Training can be accessed at the web address listed below:

- <https://www.hudexchange.info/trainings/courses/overview-of-the-assessment-of-fair-housing-webcast1/>

HUD's non-discrimination requirements are compiled from several different federal laws designed to protect each individual's right to fair housing and equal opportunity.

Additional information on fair housing may be obtained by visiting the following web address [www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo).

### **Other Compliance Requirements**

Property owners must comply with the requirements of the West Virginia Landlord-Tenant laws and other applicable laws, rules and regulations and HUD Minimum Property Standards (Section 8 quality standards).

Federal law requires that before signing a lease for housing built before 1978, renters must receive the following from your landlord: An Environmental Protection Agency-approved information pamphlet on identifying and controlling lead-based paint hazards, Protect Your Family From Lead In Your Home (PDF).<sup>3</sup>

### **Documentation Requirements**

The applicant/homeowner/landlord will be responsible for completing the annual compliance certification and reporting compliance in accordance with WV-RAP program requirements. The applicant/homeowner/landlord will maintain and make available all records relating to rental activities that demonstrate compliance for the period of 5 years following the 3-year compliance period. These documents should include all lease agreements and supporting documentation used to verify tenant income.

### **Flood Insurance Covenants**

If located in a floodplain, the applicant/homeowner/landlord must obtain flood insurance in perpetuity. A covenant will be required to be placed on the property requiring that flood insurance be maintained on that property in perpetuity. Property owners whose properties are located in a floodplain must comply with obligations to notify future owners of the flood-insurance requirement.

### **Non-Compliance**

When noncompliance occurs, the Program can impose a range of corrective actions or remedies. The type of corrective action depends on the seriousness of the noncompliance. Some examples of remedies include:

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<sup>3</sup> Exhibit 3

- Correcting deficiencies, such as repaying tenants for overcharging rents; or
- Repaying WV-RAP funds or paying financial penalties.

Since HUD may require the State of West Virginia to repay the WV-RAP funds when a rental property fails to comply with the WV-RAP requirements for the entire affordability period, the State of West Virginia can require repayment from owners as well.

## **GUIDELINES FOR RENTAL PROPERTY OWNERS: CALCULATING TENANT INCOME LEVELS**

WV-RAP requires all property owners to determine and verify tenant income. Property owners must collect the necessary documents to support all sources of income from all household members 18 years of age or older.

These guidelines have been prepared to assist property owners in calculating and documenting the income levels of tenants in the West Virginia Rental Assistance Program. Property owners are urged to become familiar with the information provided and to use all appropriate documents and forms in calculating and documenting the income levels of tenants. All documents must be complete and maintained in the property owners file for the duration of time in which the unit is occupied by the approved household. Applicants/homeowner/landlord must only use the WV-RAP Lease for all approved properties.

### **Income Guideline Reminders**

- ❖ Income limits and rental rates are based on the county in which the property is located and the number of persons in a household. Please note that the number of persons in a household includes all individuals regardless of age or employment status.
- ❖ Rental rates published annually by HUD are the maximum rates that are allowed to be charged per unit. This rate includes all utilities. If an applicant/homeowner/landlord opts not to pay all utilities, the utility allowance must be deducted to determine the maximum rent which may be charged per unit.

### **Pay Frequency Reference**

- ❖ Monthly- 12 payments per year
- ❖ Semi-Monthly- 24 payments per year
- ❖ Bi-Weekly- 26 payments per year
- ❖ Weekly- 52 payments per year

**Guideline Documents** - The following documents are included here for the property owner's use:

- **Income Verification Cover Sheet and Checklist**-This document will guide the property owner in the process. It includes questions and instruction necessary for the completion of each household income certification. This document must be attached to all applications and completed in its entirety.
- **Income Inclusions and Exclusions**-This document contains a list of all income that must be included and that which is excluded when determining a household's annual income.
- **Household Members Type, Allowable Deductions, Other**-This document defines household members, lists deductions allowed in calculating the household income, and other helpful information.
- **Procedure**: This document provides insight on calculating tenant incomes.

### **Identification Documentation Forms**



- Tenant Release and Consent Form<sup>4</sup>-This form gives the property owner permission to receive and release information required for the income verification process. All adults 18 years of age or older in the household must sign the form.
- Rental Application-This form must be completed by the applicant for the rental property. Page one of the rental application must be completed for all household members. Page two should be signed by the head of household and spouse or significant other, if applicable.

Income Documentation Forms (examples only-other documentation may be required)

- **Form 1: Section 8 Voucher**-If the tenant has a current Section 8 certification, the tenant's household income has already been reviewed by HUD. No other income verification form is required. The property owner is responsible for determining that the voucher has not expired. The property owner may also use the Housing Assistance Payment (HAP) contract.
- **Form 2: Income Calculation Examples**-These documents are examples of income calculations for different types of households. A similar document must be created to report the calculation of the forecasted household income.
- **Form 3: Last Three Pay Stubs**-This example is a reminder to the property owner to use the gross amount in calculations. If only one pay stub is available, the property owner may use YTD gross to forecast annual income.
- **Form 4: Last Tax Return**-This example is from 2010. For income calculation purposes, the property owners should use the most recent year's form.
- **Form 5: Self Employment/Cash Income Affidavit**-This form serves as proof of self-employment income (business income) or cash income for individual household members. Individuals who are in business and have filed the appropriate income taxes (current two years returns) must complete the top section of this form. The income listed will be the business income listed on the tax return (See Form 1040, line 12), plus any depreciation (See Schedule C, line 13). Other individuals who have not filed tax returns for their cash income will complete the bottom section by recording their anticipated weekly cash income. Once completed, this form must be signed and notarized.
- **Form 6: Last Two Tax Returns with Schedule C**-This example is of the Schedule C form which should be included with the tax returns and used to calculate Self-Employment income.
- **Form 7: Current letter of Government/Pension Benefits**-This example shows a Supplement Security Income statement from the Social Security Administration.
- **Form 8: Tax Return Affidavit**-This form must be signed and notarized for each adult household member (or minor, as applicable) who has not filed a current year's tax return. This form may also be used for an adult member who has filed but who is unable to locate the return. The appropriate reason should be checked under the area marked "Additional Filing Information" which pertains to the individual household member.
- **Form 9: Certification of Zero Income**<sup>5</sup>-This form, which must be signed by each

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<sup>4</sup> Exhibit 4

<sup>5</sup> Exhibit 5

individual household member age 18 or older and claiming zero income, is for use by tenants who have no source of income.

- **Form 10: Unemployment Compensation Verification-** This form grants landlord the right to make inquiries regarding Unemployment benefits of tenants to the Unemployment Compensation Bureau.

### **INCOME INCLUSIONS or EXCLUSIONS**

According to the IRS Form 1040 Definition (AGI Calculation Method) the following are income inclusions and exclusions:

#### **INCLUSIONS:**

1. Wages, salaries, tips, etc.
2. Taxable interest.
3. Dividends.
4. Taxable refunds, credits or offsets of state and local income taxes. There are some exceptions- refer to Form 1040 instructions.
5. Alimony (or separate maintenance payments) received.
6. Business income (or loss).
7. Capital gain (or loss).
8. Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold).
9. Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension (SEP) and savings incentive match plan for employees (SIMPLE) IRA.)
10. Taxable amount of pension and annuity payments.
11. Rental real estate, royalties, partnerships, S corporations, trusts, etc.
12. Farm income (or loss).
13. Unemployment compensation payments.
14. Taxable amount of Social Security benefits.
15. Other income. (Includes: prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit).
16. Military Employees – include **only** the **base pay** when calculating their income.

#### **Exclusions**

1. Child support.
2. Money or property that was inherited, willed or given as a gift.
3. Life insurance proceeds received as a result of someone's death.

### **HOUSEHOLD (MEMBERS) TYPE**

Understanding each household type is essential as it is used to determine which adjustments to income are allowed in calculating the household AGI.

- **Family-** Any household in which the head, spouse, or sole member is neither elderly or disabled.
- **Dependent-** A dependent is defined as any household member who is not the head, co-head, or spouse, but is:

- Under the age of 18 years;
- Disabled (of any age); or
- A full-time student (of any age).
- **Elderly**- An elderly household is any household in which the head, spouse, or sole member is 62 years of age or older.
- **Disabled**- A disabled household is one in which the head, spouse, or sole member is a person with disabilities.

#### **ALLOWABLE DEDUCTIONS**

The following are allowable deductions to the household's income to determine the Adjusted Gross Income (AGI).

Allowable Deductions	
Elderly or Disabled	√
Dependent	√
Child Care	√

#### **Elderly or Disabled Deduction**

\$400 per household (one-time deduction)

#### **Dependent Deduction**

\$480 for each dependent (individual dependent deduction)

#### **Child Care Deduction**

Reasonable child care expenses for the care of a child age 12 or under. This expense must:

- allow an adult household member to be employed, to actively seek out employment, or further his/her education
- be un-reimbursed child care expenses

#### **Full-Time Student Deduction**

Only count up to \$480 of student's income if,

- The individual is not the head, co-head or spouse;
- The individual is a dependent to the head, co-head or spouse; and
- Proof of Full-Time student status is provided.

#### **PROCEDURE:**

##### **DETERMINING HOUSEHOLD SIZE AND INCOME**

Households are defined as all persons (men, women and children) who will be living in the rental unit.

- This includes income from all household members 18 years of age or older (adult) that has taxable income.
- Certain exclusions apply:
  - Persons who are temporarily living in the household.

- Persons who are employed by household as a live-in aide (and any child of the aide). (Note: A live-in aide/caregiver that is related does not qualify and their income will be included in the total household income calculation). A live-in aide (and any child of the aide) will be included in the total household composition.
- If a tenant is married and their spouse is absent from the household, the income absent spouse will not be included in the total household income if documentation of a separate residence for the absent spouse is provided.
- **INCOME METHOD CALCULATION**
  - In determining household income, most use the tax return IRS Form 1040 method, often referred to the Adjusted Gross Income or AGI method. The Adjusted Gross Income (AGI) on the tax return determines the income.
  - AGI is defined as gross income minus adjustments to income.
  - Tax return includes IRS Forms 1040, 1040A, 1040EZ and 1040C
  - AGI amount on filed tax return:
    - Line 37, if filed Form 1040 (refer to Figure 1.0)
    - Line 21, if filed Form 1040A (refer to Figure 1.1)
    - Line 4, if filed form 1040EZ (refer to Figure 1.2)
    - Line 31, if filed from 1040C “Plus depreciation” Line 13

**The income for a tax return with a negative AGI is \$0.**

#### **UNDERSTAND TAX RETURN YEAR**

Income must be calculated based on the most current tax year available **at the time of move-in.** Citizens of the United States and Lawful Permanent Residents, except those with gross incomes below a certain level, are required to file an income tax return with IRS each year. Refer to the IRS filing requirements for more information.

- All adult household members 18 years of age or older included in the AGI calculation must provide a copy of the signed previous year’s filed tax return or tax return transcript in order to determine the AGI for the household. Rise-RAP will allow the previous tax year’s tax return for 12 months beginning January 1st and ending December 31st of the current year for use in determining household AGI.
  - For example, a tenant being verified in August 2018 will use the 2017 tax year’s tax return.

#### **AGI DETERMINATION WITHOUT A TAX RETURN**

- There may be situations where an adult household member’s previous year filed tax return is unavailable, have had no obligation to file a return, have not yet filed it or the income has materially changed. When a tax return is unavailable, the adult household member must certify their source of income and the income must be verified and documented.
- Only the taxable income source reported on a tax return is used to calculate income. Examples of taxable source of income:
  - Wages (W-2 or paystubs)
  - Pension/Retirement (Annual benefit statement showing gross amount or IRS Form 1099-R)

- Social Security (Annual benefit statement showing gross amount or IRS Form SSA-1099) or Award Letter.
- Unemployment (We will use the maximum amount of the award)
- Rental (Current lease agreement or check copies)
- Cash Income
- Disability Annuity
- Alimony

**Note: Generally, if Social Security benefits were the only source of income, the benefits are not taxable. However, if other taxable income sources are received along with the Social Security benefits, a portion of the Social Security benefits may be taxable. Refer to the IRS filing requirements for Social Security Benefits.**

**Note: Supplemental Social Security Income (SSI), VA disability, child support, welfare benefits, etc. are non-taxable income and will reflect \$0 in the household income calculation. This income will not be entered on the calculation tape.**

#### **EXAMPLE OF DETERMINING A TENANTS ANTICIPATED ANNUAL INCOME**

- A tenant submits 3 paystubs. The tenant states he/she did not file a tax return and receives his/her pay weekly. How do we determine the tenant's anticipated annual income?
- First step is to add the gross amount received for each paycheck. "Gross amount is before any deductions".
- Once you have calculated the grand total of all 3 paystubs the next step is to divide the grand total by 3. Why 3 you may ask? The applicant provided 3 paystubs so we will divide the number by the number of paystubs received. This number will give you the tenant's average weekly income.
- Once you have calculated the tenant's average weekly income, multiply the average weekly income by the amount of frequency of pay. How do we determine the tenant's pay frequency? We know in this case the tenant stated he got paid weekly, so we would multiply the tenant's average weekly pay by 52. This total will give you the tenant's Anticipated Annual Income.

**PLEASE NOTE:** It is important to check the dates on the tenant's paystubs for frequency of pay.

**Figure 1:**

Pay Frequency	# of Pays Per Year
Weekly	52
Bi-Weekly	26
Semi-Monthly	24
Monthly	12
Annually	1

#### **HOUSEHOLD MEMBERS WITH NO INCOME**

If a tenant indicates they receive no income this should be documented by signing a no income form.

***2017 WEST VIRGINIA AMI LIMITS FOR 12 ELIGIBLE COUNTIES:***

**Figure 2:**

AMI Percentage	Year	State	County	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30%	2017	WV	Clay	\$ 11,550	\$ 13,200	\$ 14,850	\$ 16,500	\$ 17,850	\$ 19,150	\$ 20,500	\$ 21,800
50%	2017	WV	Clay	\$ 19,250	\$ 22,000	\$ 24,750	\$ 27,500	\$ 29,700	\$ 31,900	\$ 34,100	\$ 36,300
80%	2017	WV	Clay	\$ 30,800	\$ 35,200	\$ 39,600	\$ 44,000	\$ 47,550	\$ 51,050	\$ 54,600	\$ 58,100
30%	2017	WV	Fayette	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Fayette	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Fayette	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100
30%	2017	WV	Greenbrie	\$ 11,000	\$ 12,600	\$ 14,150	\$ 15,700	\$ 17,000	\$ 18,250	\$ 19,500	\$ 20,750
50%	2017	WV	Greenbrie	\$ 18,350	\$ 21,000	\$ 23,600	\$ 26,200	\$ 28,300	\$ 30,400	\$ 32,500	\$ 34,600
80%	2017	WV	Greenbrie	\$ 29,350	\$ 33,550	\$ 37,750	\$ 41,900	\$ 45,300	\$ 48,650	\$ 52,000	\$ 55,350
30%	2017	WV	Jackson	\$ 11,800	\$ 13,500	\$ 15,200	\$ 16,850	\$ 18,200	\$ 19,550	\$ 20,900	\$ 22,250
50%	2017	WV	Jackson	\$ 19,700	\$ 22,500	\$ 25,300	\$ 28,100	\$ 30,350	\$ 32,600	\$ 34,850	\$ 37,100
80%	2017	WV	Jackson	\$ 31,500	\$ 36,000	\$ 40,500	\$ 44,950	\$ 48,550	\$ 52,150	\$ 55,750	\$ 59,350
30%	2017	WV	Kanawha	\$ 11,550	\$ 13,200	\$ 14,850	\$ 16,500	\$ 17,850	\$ 19,150	\$ 20,500	\$ 21,800
50%	2017	WV	Kanawha	\$ 19,250	\$ 22,000	\$ 24,750	\$ 27,500	\$ 29,700	\$ 31,900	\$ 34,100	\$ 36,300
80%	2017	WV	Kanawha	\$ 30,800	\$ 35,200	\$ 39,600	\$ 44,000	\$ 47,550	\$ 51,050	\$ 54,600	\$ 58,100
30%	2017	WV	Lincoln	\$ 11,200	\$ 12,800	\$ 14,400	\$ 16,000	\$ 17,300	\$ 18,600	\$ 19,850	\$ 21,150
50%	2017	WV	Lincoln	\$ 18,700	\$ 21,400	\$ 24,050	\$ 26,700	\$ 28,850	\$ 31,000	\$ 33,150	\$ 35,250
80%	2017	WV	Lincoln	\$ 29,950	\$ 34,200	\$ 38,500	\$ 42,750	\$ 46,200	\$ 49,600	\$ 53,050	\$ 56,450
30%	2017	WV	Monroe	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Monroe	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Monroe	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100
30%	2017	WV	Nicholas	\$ 10,600	\$ 12,100	\$ 13,600	\$ 15,100	\$ 16,350	\$ 17,550	\$ 18,750	\$ 19,950
50%	2017	WV	Nicholas	\$ 17,650	\$ 20,150	\$ 22,650	\$ 25,150	\$ 27,200	\$ 29,200	\$ 31,200	\$ 33,200
80%	2017	WV	Nicholas	\$ 28,200	\$ 32,200	\$ 36,250	\$ 40,250	\$ 43,500	\$ 46,700	\$ 49,950	\$ 53,150
30%	2017	WV	Pocahonts	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Pocahonts	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Pocahonts	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100
30%	2017	WV	Roane	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Roane	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Roane	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100
30%	2017	WV	Summers	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Summers	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Summers	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100
30%	2017	WV	Webster	\$ 10,400	\$ 11,850	\$ 13,350	\$ 14,800	\$ 16,000	\$ 17,200	\$ 18,400	\$ 19,550
50%	2017	WV	Webster	\$ 17,300	\$ 19,750	\$ 22,200	\$ 24,650	\$ 26,650	\$ 28,600	\$ 30,600	\$ 32,550
80%	2017	WV	Webster	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,450	\$ 42,650	\$ 45,800	\$ 48,950	\$ 52,100

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**WEST VIRGINIA RENTAL ASSISTANCE PROGRAM  
INCOME VERIFICATION COVER SHEET AND CHECK LIST  
FOR APPLICANT PROPERTY OWNER OR WV-RAP REPRESENTATIVE**

<b>Owner/Applicant:</b>		<b>Application Number:</b>	
<b>Rental Property Address:</b>			
<b>Tenant Name:</b>		<b>Household Size:</b>	
<b>Income Limits</b>	<b>0-30%</b> <input type="checkbox"/>	<b>31-50%</b> <input type="checkbox"/>	<b>51-80%</b> <input type="checkbox"/>
<b>Final Tenant Income Calculation</b>		<b>\$</b>	
<b>Initial Documents Needed from Tenant</b>			
Tenant Release and Consent Form	<input type="checkbox"/>		
Rental application with All Household Members	<input type="checkbox"/>		
Legal Picture ID of Household Members 18 Years and Older	<input type="checkbox"/> (make copy) Driver's License, State or Federal ID card		
Social Security For All Household Members	<input type="checkbox"/> (make copy) See List of Alternatives Below (1)		
Legal Proof of Birth for ALL household members	<input type="checkbox"/> (make copy) See Acceptable Documents Below (2)		
Proof of Full-time status for students over the age of 17	<input type="checkbox"/> (make copy) See Acceptable Documents Below (3)		
<b>Income Documents</b>			
Housing Choice Voucher (Section 8) Certified?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If Yes, use Form 1 and stop.
Employed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If Yes, use Form 2, 3 and 4.
Self-Employed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If Yes, use Form 5 and 6.
Government Benefits or Pension?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If Yes, use Form 4, 7, 9.
No Income?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If Yes, use Form 9.
Unemployment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If yes, submit verification from Workforce center
<b>Forms: (All forms to be provided by tenant, EXCEPT Certification of Zero Income)</b>			
1.	Housing Choice Voucher (Section 8 tenants only)		<input type="checkbox"/>
2.	Income Calculation (if full-time student over the age of 17, only include income up to \$480).		<input type="checkbox"/>
3.	Last Three Pay Stubs or Signed Letter from Employer with Contact Number.		<input type="checkbox"/>
4.	Last Tax Return. No Tax Return, Use Form 8.		<input type="checkbox"/>
5.	Self-Employment Affidavit.		<input type="checkbox"/>
6.	Last Two Tax Returns with Schedule C. No Tax Returns, Use Form 8.		<input type="checkbox"/>
7.	Current Letter from the Social Security Administration and/or Current Letter of Pension or Retirement Benefits		<input type="checkbox"/>
8.	Tax Return Affidavit		<input type="checkbox"/>
9.	Certification of Zero Income		<input type="checkbox"/>
10.	Unemployment Compensation Verification		<input type="checkbox"/>
<b>Acceptable Forms of Documentation</b>			
1.	Resident Alien Card, US Passport, Validated Document from Social Security Administration, US Tax Return, School Enrollment Form, Any Other Certifiable Document that Clearly Displays the Household Member's Name and Social Security Number.		
2.	Driver's License, State or Federal Picture ID, Validated Copy of Immunization Records, School Enrollment Form, Any Other Certifiable Document that Clearly Displays the Household Member's Name and Date of Birth.		
3.	Letter from the Office of Administration, Fee Statement, or Schedule of Classes.		



## FAIR MARKET RENTAL RATES AND UTILITY ALLOWANCES

### **Fair Market Rents:**

The rental rates listed in the tables below are Fair Market Rents (FMR) that are currently in effect for assisted counties in the West Virginia Rental Assistance Program. Landlords may not charge rents in excess of the listed rates for all leases which are entered during the applicable year. These rates are the maximum rents that can be charged for this HUD assisted program. Landlords may charge lower rates. It is the responsibility of the landlords to market the property so that they can attract renters to their property even if it means reducing the rental rate. If a landlord is not able to find a renter at their preferred rate and the landlord fails to lower their rates in an effort to attract renters, they may be disqualified from the program and face loan default.

### **Utility Allowance:**

Utilities and other services are included in the fair market rent rates, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.

Property owners must use the forms provided by the program to calculate the utility allowance required and maintain copies of these forms. Utility allowances are updated annually, and property owners must ensure that they are providing tenants with the correct allowance for the applicable year. Utility allowance forms can be accessed at the West Virginia Flood Recovery Office website.

NOTE: Rental limits as well as AMI limits can be found on the [RiseWV](#) website.

**Figure 3:**

<u>Clay and Kanawha County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$526	\$563	\$646	\$852	\$1,138
FY 2017 FMR	\$520	\$590	\$681	\$917	\$986

<u>Fayette County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$491	\$495	\$644	\$863	\$1085

FY 2017 FMR	\$432	\$514	\$681	\$899	\$1164
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<u>Greenbrier County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$428	\$579	\$665	\$865	\$939
FY 2017 FMR	\$464	\$611	\$716	\$896	\$987

<u>Jackson County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$526	\$563	\$646	\$852	\$1,138
FY 2017 FMR	\$520	\$590	\$681	\$917	\$986

<u>Lincoln County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$448	\$519	\$644	\$886	\$889
FY 2017 FMR	\$486	\$516	\$681	\$915	\$939

<u>Monroe County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$524	\$542	\$644	\$807	\$877
FY 2017 FMR	\$551	\$575	\$681	\$865	\$939

<u>Nicholas County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$524	\$541	\$644	\$820	\$931
FY 2017 FMR	\$551	\$590	\$681	\$866	\$986

<u>Pocahontas County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$487	\$490	\$652	\$909	\$943
FY 2017 FMR	\$510	\$514	\$683	\$926	\$989

<u>Roane County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$524	\$561	\$644	\$880	\$969
FY 2017 FMR	\$551	\$587	\$681	\$890	\$989

<u>Summers County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$524	\$558	\$644	\$928	\$931
FY 2017 FMR	\$551	\$590	\$681	\$948	\$986

<u>Webster County Rental Rates Including Utilities</u>					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$491	\$495	\$658	\$825	\$951
FY 2017 FMR	\$534	\$537	\$714	\$893	\$1,034

<b>RENTAL APPLICATION for Residents and Occupants</b> Please fill this page out, one per tenant Date: _____			
<input type="checkbox"/> Head of Household	<input type="checkbox"/> Co-Head of Household	<input type="checkbox"/> Occupant Over age 18	<input type="checkbox"/> Occupant under age 18

**Exhibit 1: Application**

Name:				
Current Address:				
City		State		Zip
Driver's License or Identification Card No.				State of Issue:
U.S. Citizen?	Yes		No	
Social Security #:				
Date of Birth:				
Race/Ethnicity: (check one)				
<input type="radio"/> American Indian/Alaskan Native and Black/African American <input type="radio"/> American Indian/Alaskan Native <input type="radio"/> American Indian/Alaskan Native and White <input type="radio"/> Asian <input type="radio"/> Asian and White		<input type="radio"/> Black/African American <input type="radio"/> Black/African American and White <input type="radio"/> Native Hawaiian/Other Pacific Islander <input type="radio"/> Other multi-racial <input type="radio"/> Unknown <input type="radio"/> White		
Ethnicity (Circle one):	Not Hispanic or Latino		Hispanic or Latino	
Marital Status: (circle one)	Single	Married	Divorced	Separated
Contact Phone Number:			Alternate No:	
<b>If you are under the age of 18, please stop here.</b>				

<b>Employment History (occupants age 18 and older)</b>			
Current Employer Name:			
Current Employer Address:			
City		State	Zip
Phone Number:		Fax Number:	
Salary:	Hourly Wage:	Hours worked:	
Overtime rate:		Overtime Hours	
Bonuses:	Commissions:	Tips:	
Full Time Student?	Yes	No	

Emergency Contact Person (over 18 years of age and who will not be living with you)		
Name:	Relationship:	
Address:		
City	State	Zip
Phone Number:		

Vehicles			
List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.) Continue on a separate page if more than three.			
Make and Color of vehicle:			
Year:	License #:	State:	
Make and Color of vehicle:			
Year:	License #:	State:	
Make and Color of vehicle:			
Year:	License #:	State:	
Authorization			
<p>I/We authorize (homeowner name)_____ to (1) obtain reports from consumer reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me (2) to verify, by all available means, the information in this application, including income history and other information reported by employer's) to any state employment security agency, and (3) to disclose all such information to the United States Department of Housing and Urban Development ("HUD"), the State of West Virginia, and their respective employees, agents, contractors, and representatives in connection with the West Virginia Rental Assistance Program(WV-RAP). I/We also authorize HUD, WV-RAP, and their respective employees, agents, contractors, and Representatives to verify said information by all available means and to disclose said information to third parties as necessary to the operation and administration of the program. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days after the date of this application.</p>			
Acknowledgement			
<p>You declare that all your statements on this application are true and complete. You authorize us to verify this information through any means. If you fail to answer any questions or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumers about your compliance with the Lease Contract, the rules, and financial obligations.</p> <p>This Rental Application and the Lease Contract are binding documents when signed. Please read them carefully. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.</p>			

Applicant's Signatures				
Head of Household Print Name		Signature:		Date:
Co-Head of Household Print Name		Signature:		Date:
Household member* Print Name		Signature:		Date:
*Occupant over 18 years of age and not a dependent of the Head of Household				
Owner or Owner's Representative Print Name		Signature:		Date:

## Exhibit 2: Lease Agreement

### LEASE AGREEMENT

- 1. PARTIES TO THE LEASE.** This Lease Contract ("Lease") dated \_\_\_\_\_ ("Effective Date") is between you(the "Lessee(s)"; also sometimes hereinafter referred to as "You", "Your" and "Yourself") [List all people signing this Lease.]

Name	SSN	DOB
NAME	SSN	DOB

and \_\_\_\_\_ (hereinafter called the "Landlord"; also sometimes hereinafter referred to as "Our", "We" and "Us"). You have agreed to rent the Leased property located at \_\_\_\_\_ in \_\_\_\_\_, West Virginia, and all improvements thereon and appurtenances thereunto belonging, including any steps, porch, lawn and yard surrounding the Property (hereinafter called the "Leased Premises/Property") for the exclusive use and occupancy by You and Your Household Member (defined below), solely as a private residence.

- 2. HOUSEHOLD MEMBERS.** The Leased Premises/Property will be occupied only by You and the following (list all Household Members not signing the Lease; hereinafter referred to individually as a "Household Member" and collectively as "Household Members"):

NAME of Household Member	SSN	DOB
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Only Lessee(s) and Household Members may occupy the Leased Premises/Property. You must promptly inform us of the birth, adoption or court awarded custody of a child, which child will then automatically become a Household Member under this Lease. No additions of other Household Members may be made without our written consent. Your right to use and occupancy includes reasonable accommodation of guests; provided, however, that any person not defined above as a Lessee or

Household Member shall require Our prior written consent before such person may stay in the Leased Premises/Property for more than three (3) consecutive days, or for more than fourteen (14) days in any year. Any failure by Lessee(s) or House Members to strictly comply with the provisions of this Paragraph 2 is a serious violation of this Lease and will constitute "good cause" for termination of this Lease by Us.

3. **CONTRACT TERM.** The initial one year term (the "Term") of this Lease Contract begins on \_\_\_\_\_ and shall automatically terminate at 11:59 PM on \_\_\_\_\_ (the "Termination Date"). Upon the Termination Date, Lessee(s) shall be required to vacate the Leased Premises/Property pursuant to Paragraph 24 of this Lease unless Landlord and Lessee(s) formally extend and renew this Lease Agreement annually by creating and executing a new, written and signed Lease Agreement.

4. **RENT/PAYMENT.**

- A. If the Term commences after the first day of the month, Your rent payment is \$\_\_\_\_\_ to cover the partial month ending on \_\_\_\_\_.
- B. Thereafter, You will pay \$\_\_\_\_\_ rent per month (the "Rent"), payable on or before the first day of each calendar month without prior demand, at the Landlord's office, \_\_\_\_\_ beginning \_\_\_\_\_, unless the Rent is adjusted as described in Paragraph 5 of this Lease. If the 1<sup>st</sup> day of the month is Saturday, Sunday or other day on which the Landlord's office is closed, then Rent is payable on the next day on which the Landlord's office is open. A late payment penalty of \$15.00 will be due and owing if the Rent is not paid by You on or before the fifth (5<sup>th</sup>) day of the month, regardless of whether the fifth (5<sup>th</sup>) day of the month is on a weekend, holiday or other day when the Landlord's office is closed. Your Rent will be considered paid the fifth (5<sup>th</sup>) day if it is deposited in the drop box for Your Landlord's office and received by Us before 8:00 am on the next working day. Failure to pay Rent by the fifth (5<sup>th</sup>) day of the month for two consecutive months or any three or more months during any consecutive twelve-month period will be grounds for termination of this Lease by the Landlord. Our acceptance of Rent after the fifth (5<sup>th</sup>) day of the month in any one month, or Our decision to charge and accept a late-payment penalty for payments made after the fifth (5<sup>th</sup>) day of the month, is not a waiver of Our rights under this Lease and does not create an obligation on Our part to accept Your payment or Your offer to pay rent (with or without payment of the penalty) in future months if You fail to pay rent the fifth (5<sup>th</sup>) of the month for two consecutive months or for three or more times during a consecutive twelve-month period. Our acceptance of Rent on or after the sixth day of the month in any one month with your payment of the late-payment penalty amount for the that month: a) will never be construed or considered as a waiver of our right to terminate Your



Lease for any cause other than Your failure to pay rent on time for that one particular month; b) does not create a right on Your part to pay Rent with the late penalty in future months; and c) shall not impair Our right to terminate Your lease after that one month as a result of Your failure to pay Your rent by the fifth (5<sup>th</sup>) day of the month for two consecutive months or for any three months during any consecutive twelve-month period, which may include that one particular month.

- C. Payment by You of Rent or of any other amounts due under this Lease must be in the form of check or money order. Cash will not be accepted. If You pay Rent or other charges with a check which is returned to Us unpaid by your bank, You will be required to pay by money order or cashier's check in the future and may be required to pay a late-payment penalty as described above and to pay a returned check charge, as described in Paragraph 17.
- D. Termination of your possession rights or subsequent re-letting of the Leased Premises/Property by Us does not release you from liability for past-due Rent or other unpaid charges.
- E. We have no obligation to send out bills or statements for Rent due.
- F. At Our option, We may apply any payment by You first to any of Your unpaid obligations due to Us, and then to unpaid Rent, if any, regardless of any notations of the checks or money orders You give Us.

## 5. CHANGES IN RENT.

- A. You are aware and understand that at least some portion of the cost of construction, maintenance or operation of Your Lease Premises/Property by the Landlord is subsidized by the United States Department of Housing and Urban Development ("HUD") and that the Rent to be paid by You under this Lease is determined by Us according to HUD guidelines and regulations. As a result, the amount of Your Rent may be changed during the term of this Lease as a result of Redetermination under Paragraph 22 of this Lease, or if:
  - 1) HUD or the Landlord determines, in accordance with HUD procedures, that an increase in Rent is needed;
  - 2) HUD or the Landlord changes any allowance for utilities or services considered in computing Your Rent;
  - 3) Your household income from any source, the number of persons in Your household or other factors considered in calculating Your Rent change and HUD procedures provide that Your Rent be adjusted to reflect the change;
  - 4) HUD's procedures for computing Your Rent change;
  - 5) It is determined that Your Rent was based on false or incomplete information You supplied (see Paragraph 19);
  - 6) It is found that an error was made in calculation of Your Rent at the time of Your admission or later re-examination. (You will not be charged

retroactively for an error, which We made and is not due to incomplete or false information you provided to Us.)

- B. Except as provided in Paragraph 22 of this Lease, changes in Rent shall be effective on the first day of the month following the month in which the Rent change determination is made by Us. We will notify You of the new amount of Your Rent. The notice will state the effective date of the Rent adjustment, and will also state that You may ask for an explanation of how Your Rent was re-computed.
- C. You agree to accept a "Rent Adjustment Letter," reflecting a change in Your Rent as a result of one or more of these reasons, as an amendment to this Lease.  
(Your initials: \_\_\_\_\_)

**6. LESSEE RULES AND REGULATIONS.** You agree to obey the Lessee rules and regulations set forth in this Lease. You further agree to obey all additional rules and regulations or amended rules and regulations adopted by the Landlord after the Effective Date of this Lease if: (1) the rules are reasonably related to the safety, care, comfort, convenience and cleanliness of the Leased Premises/Property; and (2) We send written notice of the proposed rule and regulations or rule and regulations amendments at least 30 days before the rule and regulation or amended rule and regulation is enforced. You further acknowledge and agree that it is Your responsibility to ensure that any and all Household Members and guests strictly comply with all of the terms, rules and regulation of this Lease.

**7. CONDITION OF DWELLING UNIT.** By signing this Lease, you accept the Leased Premises/Property in its "as is" condition on the Effective Date of this Lease and further acknowledge that the Leased Premises/Property are safe, clean and in good condition. You agree that all appliances and equipment in the Leased Premises/Property are in good working order. You further acknowledge that We have made no promise to You to decorate, alter, repair or improve the Leased Premises/Property except as required to repair those items which materially affect the physical health or safety of an ordinary resident. You agree to accept Our obligations under this Lease in lieu of and in substitution for any and all implied warranties under the law.

## **8. DAMAGES AND REPAIRS**

- A. **DAMAGE AND REPAIRS.** YOU AGREE TO IMMEDIATELY NOTIFY US IN WRITING OF ANY DAMAGES, DEFECTS OR MALFUNCTIONS ON YOUR PROPERTY. WE ARE RESPONSIBLE FOR THE REPAIR OF DAMAGES TO OR DEFECTS ON THE PROPERTY WITHIN A REASONABLE TIME AFTER NOTICE OF THE DAMAGE OR DEFECT IS RECEIVED FROM YOU, PROVIDED THAT IF THE DAMAGES WERE CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS OR GUESTS, THE REASONABLE

COST OF THE REPAIRS SHALL BE CHARGED TO YOU, PAYABLE ON OR BEFORE THE FIFTEENTH (15<sup>TH</sup>) DAY AFTER WE GIVE YOU WRITTEN NOTICE OF THE CHARGES. IF YOU ARE FOUND TO HAVE CAUSED ANY FIRES, YOU WILL BE CHARGED THE LESSER OF THE DEDUCTIBLE APPLICABLE TO OUR INSURANCE POLICY OR THE ACTUAL COST TO REPAIR THE DAMAGE.

You understand and agree that there is a possibility that lead-based paint exists in the Leased Premises/Property and that the presence of lead-based paint is not a defect under this Paragraph 8.

- B. Smoke Detectors. We will furnish and test smoke detectors as required by statute and provide working batteries when You first take possession of the Leased Premises/Property. Thereafter, You must pay for and replace batteries as needed. We may replace dead or missing batteries and charge You for the cost, without prior notice to You. You must immediately report smoke-detector malfunctions to Us. We will inspect or repair the smoke detectors, but only if You give us notice of a malfunction or request that they are inspected or repaired. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If You do so, You may be subject to damages, civil penalties and attorney's fees. If You, Your Household Members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, causing it to malfunction, You may also be liable to Us and others for any resulting loss or damage from fire, smoke or water. Your failure to maintain a functional smoke detector(s) in Your Leased Premises/Property shall constitute a material violation of this Lease.
- C. YOU WILL ALSO BE CHARGED WITH THE ACTUAL COST TO US FOR REPAIRS AND/OR DAMAGE TO THE LEASED PREMISES/PROPERTY AREA CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS, GUESTS OR ANY PERSON UNDER YOUR CONTROL. THESE CHARGES WILL BE PAYABLE AS PROVIDED IN PARAGRAPH 16 OF THIS LEASE.

**9. JOINT LIABILITY AND RESPONSIBILITY.** You agree that each Lessee (named in Paragraph 1 of this Lease) and Household Member (named in 2 of this Lease) are jointly and severally liable and responsible with any and all other Lessee(s) or Household Members for the performance of all duties and obligations of Lessee(s) and Household Members under this Lease. This Lease may be terminated as to all Lessee(s) and Household Members named in Paragraphs 1 and 2 of this Lease as a result of a violation of this Lease by one or more of such Lessee(s), House Member(s) or any of their guests.

**10. ENTRY OF DWELLING DURING RESIDENCY.** You agree that Our authorized agent, employee, representative or contractor will be permitted to enter the Leased Premises/Property for the purpose of performing routine inspections, maintenance, improvements, and repairs, or to show the Leased Premises/Property

for re-leasing, or for determining occupancy of the Leased Premises/Property when reasonable doubt exists as to Your occupancy therein. Such entry may be made only during reasonable hours after You have been provided at least 48 hours advance notice by Our written statement specifying the purpose of the proposed entry, delivered to Your Leased Premises/Property. However, We have the right to enter Your Leased Premises/Property without advance notice if We have reasonable cause to believe that an emergency exists which requires such entry: an “emergency” includes the presence of a law enforcement officer with a warrant to search the Leased Premises/Property or any part of the Leased Premises/Property. If You are absent from the Leased Premises/Property when We come to perform maintenance or repairs requested by You, Your request for maintenance or repairs shall constitute permission for entry in Your absence. We will leave, in the Leased Premises/Property, a written statement specifying the date, time and purpose of entry prior to leaving the Leased Premises/Property whenever entry is made when You and all Household Members are absent. Entry under the conditions stated in this Paragraph shall not be considered an invasion of privacy or a breach of any warranty of quiet enjoyment. Any evidence of criminal activity, including drug-related criminal activity, discovered by Our authorized agents, employees, representative or contractors in the course of such entry may be reported by Us to the proper law enforcement agencies and shall constitute grounds for immediate termination of the Lease by Us.

11. **KEYS.** You will be provided two (2) Property keys. You may not duplicate or allow others to duplicate such keys. Your spouse or any Household Member who has moved out according to a remaining Lessee(s)’s written affidavit is no longer entitled to keys. You agree not to install additional or different locks or gates on any doors or windows of the Leased Premises/Property.
12. **LIVE-IN AIDES.** Live-in aides are allowed when an elderly or disabled resident cannot live independently and such dependence on another person for daily living needs has been verified in writing by a physician and approved by the Landlord. Such aides will be required to undergo a background investigation before they are allowed to live in the Leased Premises/Property. The aide can no longer reside in the Leased Premises/Property, after the elderly or disabled resident has vacated. Aides will be required to vacate the Leased Premises/Property for non-compliance with Landlord’s policies or those provisions of the Lessee’s Lease which pertain to the appropriate maintenance, use and occupancy of the Leased Premises/Property or damage to the Leased Premises/Property.
13. **MODIFICATIONS TO LEASE.**
  - A. We may modify this Lease and all policies, rules and charges which are a part of this Lease by attachment or by reference, provided we give You at least a thirty (30) day written notice setting forth the proposed modification and providing You the opportunity to present written comments which shall be taken into consideration by Us prior to the proposed modification becoming effective. A

copy of such notice shall be either delivered directly or sent prepaid first class mail to your Leased Premises/Property.

- B. This Lease and any future adjustments of Rent and any changes indicated above, evidence the entire agreement between Us and You. No other changes shall be made except by a written rider, signed and dated by all parties to this Lease. However, nothing shall preclude Us from also modifying this Lease to take into account revised provisions of law or government action.

**14. NOTICE PROCEDURES.** Any notice required hereunder from the Landlord to You (excluding a Notice of Lease Termination) will be in writing and delivered to You or to an adult member of Your household residing in the Leased Premises/Property, or sent by prepaid first class mail properly addressed to You at the Property address shown in Paragraph 1 of this Lease. Any notice from You to the Landlord must be in writing and either delivered to the office of the Landlord at \_\_\_\_\_, or sent to the Landlord by prepaid first class mail to \_\_\_\_\_. Unopened, canceled, first class mail returned by the U.S Postal Service shall be sufficient evidence that notice was given, whether receipts have been signed by the addressee or not.

**15. OTHER OBLIGATIONS AND RIGHTS – LANDLORD.** We agree to:

- A. Comply with requirements of applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.
- B. Make necessary repairs to the Leased Premises/Property, within a reasonable time period, upon receiving appropriate notice from you.
- C. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (including elevators) supplied or required to be supplied by the Landlord.
- D. Submit a billing to You for maintenance and repair work (beyond normal wear and tear) caused by You, Your Household Members or guests.
- E. We may exclude from your Leased Premises/Property any of your relatives, guests or other persons who, in our sole judgment and discretion, have been violating the law, violating this Lease, or any Property rules or regulations, or disturbing other residents, neighbors or visitors. We may also exclude from the Property a person who refuses to submit upon request, a photo identification or refuses to identify himself or herself as a Lessee, Household Member or guest.

In addition to the foregoing:

- F. We will notify you in writing of the specific grounds for any proposed adverse action (including, but not limited to, proposed Lease termination, Rent increase and charges for maintenance or repair).
- 1) In the case of Lease termination, a Notice of Lease Termination given in accordance with Paragraph 24 of this Lease shall constitute adequate notice of proposed adverse action.
- 2) In the case of a proposed adverse action other than a proposed Lease termination, We shall not take the proposed action until the time period provided for You to cure or correct the specific grounds for any proposed adverse action has expired.

**16. OTHER OBLIGATIONS – RESIDENT.** In addition to Your other obligations in this Lease You agree and shall cause all Household Members and guests to comply with the following:

- A. Neither You nor Household Members to (i) assign the Lease, (ii) sub-lease any part of the Leased Premises/Property, (iii) transfer possession of any part of the Leased Premises/Property to anyone, or (iv) allow anyone other than those Household Members listed in Paragraph 2 of this Lease to represent in any way to another governmental agency or public body (for example, school district, Department of Public Safety, U.S Postal Service, or police department) that they reside at the Leased Premises. This prohibition includes not allowing others to receive mail at the Leased Premises.
- B. Not to provide accommodation to any boarders or lodgers or other persons not listed on the Lease for more than three (3) consecutive days, or for more than fourteen (14) days in any year, except that You may, with written approval, give accommodations to a live-in-aide as defined and provided in Paragraph 12 of this Lease.
- C. To use the Leased Premises/Property solely as a private residence for You and Your Household Members as identified in this Lease and not to use or permit its use for any other purpose (such as a profit-making activity) without our express consent in writing.
- D. To abide by and assure that Your Household Members and guests abide by such necessary or reasonable rules and regulations as may be set forth by Us from time to time for the benefit and well-being of You and Your Household Members and which are incorporated in the Lease by this reference. This includes abiding by the Quiet Time provisions of Paragraph 21 of this Lease.
- E. To comply with all obligations imposed upon You by applicable provisions of City, State and Federal building and housing codes materially affecting health and safety.

- F. To keep the Leased Premises/Property and such other areas (including exterior areas) of the Leased Premises/Property as may be assigned for Your exclusive use, in a clean and safe condition. Lessee(s) must provide lawn-care for the Leased Premises/Property and to properly dispose of any trash, garbage, rubbish, debris, and other waste regardless of its source of origin, found or located on the Leased Premises/Property.
- G. To dispose of all ashes, trash, garbage, rubbish and other waste from the Leased Premises/Property in a sanitary and safe manner and to refrain from and cause Household Members and guests to refrain from littering or leaving trash on the Leased Premises/Property.
- H. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including elevators and to refrain from the use of electrical appliances if We determine that such use would result in a hazardous condition.
- I. TO PAY, ON OR BEFORE THE FIFTEENTH (15<sup>TH</sup>) DAY AFTER WRITTEN NOTIFICATION BY US, REASONABLE CHARGES (OTHER THAN FOR NORMAL WEAR AND TEAR) FOR THE REPAIR OF DAMAGES TO THE LEASED PREMISES/PROPERTY CAUSED BY YOU, YOUR HOUSEHOLD MEMBERS OR A GUEST. FAILURE TO PAY SUCH CHARGES BY THE DUE DATE WILL BE CONSIDERED A SERIOUS VIOLATION OF THIS LEASE AND GROUNDS FOR TERMINATION OF THIS LEASE.
- J. To act and cause Your Household Members, guests or other persons under Your control to act in a manner which will not disturb other neighbor's peaceful enjoyment of their properties.
- K. To live peacefully with neighbors in which the Leased Premises/Property are located, to maintain peace within Your household and not to make or create a nuisance.
- L. To assure that You, any Household Member, a guest, or another person under your control, shall not engage in:
  - 1) Any criminal or other activity (to include lewd behavior) that threatens the health, safety, or right to peaceful enjoyment of the neighbors. "Criminal Activity" means any conduct prohibited by the West Virginia Code or by any other statute of the State of West Virginia or of the United States for which a term of confinement in jail or prison is a potential punishment, and includes "violent criminal activity" which means any criminal activity that has, one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably like to cause, bodily injury or property damage or

- 2) Any drug-related criminal activity on or off of the Leased Premises/Property. The term "criminal activity" means the illegal possession, manufacture, sale and distribution, use, or possession with the intent to manufacture, sell, distribute, or use, of a controlled substance, controlled substance analogue, chemical precursor, or drug paraphernalia. For purpose of this Paragraph 16 (L)(2), the terms "controlled substance," "controlled substance analogue," "chemical precursor," and "drug paraphernalia" shall have the same meaning as in the West Virginia Code. Nothing in this Lease shall be construed to require Us to prove any specific criminal intent in our efforts to enforce this Paragraph 16 (L)(2) or
- 3) An abuse or pattern of abuse of alcohol that the Landlord determines affects with the health, safety or right to peaceful enjoyment of any Neighbors.

[Any activity listed in Paragraph 16 (L) above shall be treated as a serious violation of the material terms of the Lease and shall be cause for immediate termination of tenancy and eviction from the Leased Premises/Property. Arrest and conviction are not necessary to trigger termination of tenancy and eviction.].

- M. To ensure that You or Your Household Members do not allow or invite any person who has been excluded from Your Leased Premises/Property under the provisions of this Lease onto or into your Property or other parts of the Leased Premises/Property.
- N. To refrain from, and cause your Household Members or guests to refrain from, destroying, defacing, damaging, or removing any part of the Leased Premises/Property and to refrain from and cause your Household Members or guests to refrain from illegal or other activity which impairs the physical or social environment of the neighborhood.
- O. Upon vacating the Leased Premises/Property, to leave the Leased Premises/Property in a clean condition, reasonable wear and tear excepted, and to return the keys to the Landlord on the first business day after You vacate the Leased Premises/Property or pay the cost of the replacement if they are not returned.
- P. To refrain from, and cause Household Members to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or animal of any nature on the Leased Premises/Property, even temporarily, unless authorized in accordance with Paragraph 20 of this Lease.
- Q. To assure that You, Your Household Members, and Your guests do not: discharge a firearm, BB gun, or pellet gun within 500 feet of the Leased Premises/Property; or brandish, display or possess a gun, knife, or other weapon in a way that may alarm others.



- R. To abide by and cooperate with policies adopted by Us or reasonable request made by Us concerning the safety and cleanliness of the Leased Premises/Property under the provisions of HUD's Public Housing Assessment System.
- S. To use customary diligence in maintaining the Leased Premises/Property. Unless authorized by statute or by Us in writing, You agree that You and Your Household Members will not, and will not allow other persons, to: (1) perform any repairs, paint, wallpaper, carpet, make electrical changes, or alterations of our property; (2) place or attach signs or fences on the Leased Premises/Property; (3) install fans, heaters, air conditioners, antennas, satellite dishes, or additional phone or TV cable outlets; (4) change, add, or re-key locks; (5) deface, damage, or remove Our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices; (6) keep water furniture in your Leased Premises/Property. No holes, stickers or contact paper are allowed inside or outside the Leased Premises/Property, but a reasonable number of small nail holes for hanging pictures on sheetrock walls are permitted. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Leased Premises/Property; after move-in, You must replace them at Your expense with bulbs of the same type and wattage.
- T. To notify Us in advance and in writing if You and Your Household Members plan to be away from the Leased Premises/Property for more than seven (7) consecutive days.
- U. To act in a cooperative manner with neighbors and the Landlord staff, and to refrain from and cause Your Household Members and guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors or the Landlord's staff.
- V. To take reasonable precautions to prevent fires; to refrain from storing or keeping flammable materials upon the Leased Premises/Property or storing anything in closets having gas appliances; to refrain from tampering with utilities, bringing hazardous materials into the Leased Premises/Property, or using candles or kerosene lamps.
- W. TO PAY CHARGES FOR DAMAGES CAUSED BY FIRE OR SMOKE THAT ARE A DIRECT RESULT OF NEGLIGENCE ON THE PART OF YOU, ANY HOUSEHOLD MEMBER, OR GUEST, AS DETERMINED BY THE FIRE DEPARTMENT. SUCH FIRE AND SMOKE DAMAGE CHARGES SHALL BE THE AMOUNT OF THE REPAIR/REPLACEMENT ACTUAL COSTS, OR THE DEDUCTIBLE AMOUNT ON THE LANDLORD'S FIRE INSURANCE POLICY, WHICHEVER IS LESS.

- X. To avoid obstructing sidewalks, walkways, corridors, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the Leased Premises/Property.
- Y. To use reasonable care to keep the Leased Premises/Property in such a condition as to ensure proper health and sanitation for You, Your Household Members, and neighbors; to notify Us immediately of any conditions in or about the Leased Premises/Property that are hazardous to the health and safety of You, Your Household Members or other residents or that are in need of repair. Your failure to promptly report the need for repairs in a timely manner shall be considered a contributing cause to any further damages that occur, for which You may be charged.
- Z. To remove from the Leased Premises/Property any vehicle without valid or current registration and inspection stickers; to refrain from parking any vehicles in any right-of-way or fire lane; and to refrain from automobile maintenance and repairs on Leased Premises/Property.
- AA. To use the Leased Premises/Property as Your sole and only residence and to not receive assistance for the occupancy of any other housing assistance under any Federal housing assistance program; and
- BB. To refrain from and to assure that Your Household Members, guests, or other persons under Your control refrain from soliciting business or contributions anywhere on the property, without prior written approval from Us.

## 17. OTHER CHARGES.

- A. DAMAGES OR PURCHASE OF CONSUMABLE PRODUCTS. CHARGES WILL BE ASSESSED AGAINST YOU ACCORDING TO THE APPROVED SUMMARY OF LESSEE CHARGES POSTED IN THE LEASED PREMISES/PROPERTY OFFICE AND INCORPORATED HEREIN BY REFERENCE, FOR MAINTENANCE, SERVICE, AND REPAIRS BEYOND NORMAL WEAR AND TEAR PERFORMED BY US. "NORMAL WEAR AND TEAR" MEANS DETERIORATION THAT RESULTS FROM THE INTENDED USE OF A DWELLING, INCLUDING BREAKAGE OR MALFUNCTION DUE TO AGE OR DETERIORATED CONDITION, THE TERM DOES NOT INCLUDE DETERIORATION THAT RESULTS FROM NEGLIGENCE, CARELESSNESS, ACCIDENT, OR ABUSE OF THE LEASED PREMISES/PROPERTY, EQUIPMENT, OR OTHER PROPERTY BY THE LESSEE, BY A MEMBER OF LESSEE'S HOUSEHOLD, OR BY A GUEST OF THE LESSEE. YOU WILL ALSO BE CHARGED FOR SERVICES OR REPAIRS (BASED ON THE ACTUAL COST TO US FOR THE LABOR AND/OR MATERIALS REQUIRED DUE TO THE INTENTIONAL OR INTENTIONAL OR NEGLIGENT DAMAGE TO THE PROPERTY CAUSED BY YOU, A MEMBER OF YOUR HOUSEHOLD, YOUR GUESTS, OR OTHER PERSONS UNDER YOUR CONTROL

- B. LATE CHARGES. If You do not pay the Rent that is due and payable on the first day of the month by the 5<sup>th</sup> day of the month (regardless of whether the 5<sup>th</sup> day is a weekend or holiday), we may accept your payment of Rent, but You will be charged a late-payment penalty of \$15.00, as provided in Paragraph 4(B) of this Lease.
- C. RETURN CHECK FEE. You will pay a return check fee of \$25.00 if Your check, given to Us on or before the 5<sup>th</sup> day of the month, is not honored for payment and is returned to Us unpaid. In addition, if the unpaid check is not replaced by cash, cashier's check, or money order by the 5<sup>th</sup> day of the month, We will require You to pay the late-payment penalty described in Paragraph 4(B) if we choose to accept the replacement payment.
- D. SECURITY DEPOSIT. See Paragraph 23 of this Lease.
- E. YARD CLEANUP REIMBURSEMENT. You hereby agree to keep the lawn, yard, steps, and porches outside of or surrounding the Leased Premises/Property clean and clear of all clutter, trash, garbage, rubbish, debris, and other waste. In the cleaning or clearing by You under this Lease, We will give You at least twelve (12) hours' notice to do so. In the event You fail to do so within that period, the Landlord will clean and clear such areas, and in that event, You will be assessed a "Yard Cleanup Reimbursement Charge" for each such occurrence in the amount provided by the Landlord in a form of a professional services receipt, which receipt is incorporated herein by reference. (Your initials: \_\_\_\_)
- F. DUE DATE FOR CHARGES. All charges listed in this Paragraph 17 shall be due and payable on or before the fifteenth (15<sup>th</sup>) day after We give You written notice of the charges. Failure to pay any of such charges by the due date shall be grounds for termination of this Lease. If the fifteenth (15<sup>th</sup>) day of the month is on a weekend, holiday, or other day when the Landlord's office is closed, the charge will be considered paid on the fifteenth (15<sup>th</sup>) day if it is deposited in the drop box of your Landlord(s) and received by Us before 8:00 am on the next working day.
- G. LANDLORD REPRESENTATION BY AN AGENT IN JUSTICE COURT. You agree that all of the charges described in this Paragraph 17 may be considered Rent, and that to the extent permitted by law the Landlord may be represented in any court of competent jurisdiction, including Magistrate Court, by a non-attorney representative of the Landlord in any suit seeking, in whole or in part, payment of such charges, a judgment against You for such charges, or Your eviction as a result of Your failure to pay such charges within the required time period.

**18. PARKING:** The Landlord may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. The Landlord may have improperly parked vehicles removed from the Leased Premises/Property and may be removed by the Landlord at the expense of the Lessee or other owner if such vehicle:

- A. Lacks current registration or inspection stickers, has a flat tire, is on blocks or jacks, has tires or wheels missing, is leaking fluids, disabled, damaged or otherwise inoperable;
- B. Is parked in any portion of a yard area, or on the grass, sidewalk, patio or other area not intended for parking;
- C. Occupies the area between the property line and the street curb;
- D. Belongs to a Lessee or Lessee Household Member who has surrendered, abandoned, or otherwise vacated the Lessee's Leased Premises/Property, or who has been excluded from the Leased Premises/Property;
- E. Is an over-sized vehicle such as a semi-tractor, trailer, camper, or industrial vehicle.

**19. PENALTIES FOR SUBMITTING FALSE INFORMATION.** Knowingly giving Us false information regarding income or other factors considered in determining Your eligibility Rent constitutes material noncompliance with the Lease and may result in termination of your tenancy.

**20. PETS.** Common household pets are only allowed in accordance with the Landlord's "Pet Policy". The provisions of this Lease apply to support animals and all mammals, reptiles, birds, fish, rodents and insects – regardless of whether You consider the animal a "pet." You must not feed stray or wild animals. If a pet is allowed under the Pet Policy, Lessee must sign a separate pet agreement and agree to comply with the provision of the Pet Policy. Certain allowances to the Pet Policy apply to support animals for visually handicapped persons. Violations of the Pet Policy by you, any Household Member, your guest, or any other occupant of the Leased Premises/Property (with or without your knowledge) may be grounds for removal of the pet or termination of your tenancy (or both), in accordance with Federal, State or local law.

If an animal has been in your Leased Premises/Property at any time during your Term (with or without our consent) we will charge You for defleaing, deodorizing and shampooing. We may remove an unauthorized pet by leaving a 24 hours' prior written notice of intent to remove the pet. We may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling an animal, We will not be liable for loss, harm, sickness or death of the animal, unless due to Our negligence. We will return the animal to You upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges while the animal was in our possession.

**21. QUIET TIME.** A 10:00 pm quiet time is to be observed by You, Household Members and guest(s). No loitering or gathering is allowed on porches, driveways or outdoors or in any other place on the Leased Premises/Property after this time. In

consideration of persons who work, noise from radios, television, etc. must be kept to a minimum after 10:00 pm.

## 22. REDETERMINATION OF RENT, FAMILY COMPOSITION, DWELLING SIZE AND ELIGIBILITY.

- A. Annual. Every year on or about \_\_\_\_\_, We will request that you provide information regarding the income and composition of your household and supply any other information and certifications required by Us or by HUD for the purpose of determining Your eligibility and Rent. You agree to provide accurate statements of this information and to comply with the Landlord's requests to sign releases so that the Landlord may obtain information from third-party sources, and to do so by the date specified in Our request. We will verify the information supplied by You and use it for the purpose of determining Your Rent and eligibility. Failure to provide the required re-determination information by the date specified in Our request or any misrepresentation in the information submitted to Us shall constitute a serious violation of this Lease and shall be grounds for termination of the Lease by Us.
- B. Interim. (Changes between regularly-scheduled redeterminations). You agree to advise Us immediately if any of the following changes occur: (1) the number of Your household members' changes; (2) Your household income changes; (3) any other factors used in calculating Your Rent change. Your Rent may be changed as a result.
- C. Repayment Obligation. If you submit false information on any application, certification, or request for interim adjustment or fail to report interim changes in family income, composition, or other factors as required above, and as a result, are charged a Rent less than the amount required by HUD's rent formulas, You agree to immediately reimburse the Landlord for the difference between the Rent you should have paid and the Rent You were actually charged.

## 23. SECURITY

### DEPOSIT/SURRENDER/ABANDONMENT/DISPOSITION OF ABANDONED PROPERTY.

- A. Security Deposit. At the time of your signature on this Lease, a security deposit of 1 (One) months lease fee \$\_\_\_\_\_ must be deposited by You with the Landlord (the "Security Deposit"). The Security Deposit is for possible use by Us after You vacate the Leased Premises/Property (for any reason) to cover the costs of necessary cleaning or repairs to the Leased Premises/Property beyond reasonable wear and tear, if caused by You, a Household Member or your guest(s). The Security Deposit may not be used to pay rent or other charges while You are in occupancy. We will hold this Security Deposit for the period that You occupy the unit and for up to 30 days thereafter. After the unit is surrendered or abandoned (see 23(B) and (C) below) or

vacated for any other reason, the amount of the refund to which You may be entitled will be determined in accordance with the following conditions and procedures:

- 1) YOU WILL BE ELIGIBLE FOR REFUND OF YOUR SECURITY DEPOSIT ONLY IF:
  - a. THERE IS A BALANCE REMAINING AFTER THE DEDUCTION OF APPLICABLE CHARGES; AND
  - b. YOU PROVIDE US WITH A WRITTEN STATEMENT OF FORWARDING ADDRESS OR COME TO THE LANDLORD OFFICE IN PERSON AT THE END OF 30 DAYS TO COLLECT THE SECURITY DEPOSIT.
- 2) IF YOU ARE ELIGIBLE FOR A REFUND THE LANDLORD WILL REFUND THE AMOUNT OF THE SECURITY DEPOSIT LESS ANY AMOUNT NEEDED TO PAY THE COST OF:
  - a. UNPAID RENT TO INCLUDE UP TO 30 DAYS' RENT IF 30 DAYS' NOTICE OF LEASE TERMINATION IS NOT GIVEN BY YOU;
  - b. MAINTENANCE AND REPAIR CHARGES FOR INTENTIONAL OR NEGLIGENT AND DAMAGES TO THE LEASED PREMISES THAT ARE NOT DUE TO NORMAL WEAR AND TEAR FOR INTENTIONAL OR NEGLIGENT DAMAGES TO THE LEASED PREMISES/PROPERTY;
  - c. CHARGES FOR LATE PAYMENT OF RENT AND RETURNED CHECKS;
  - d. CHARGES FOR UNRETURNED KEYS;
  - e. CLEANING CHARGES; AND
  - f. ANY OTHER UNPAID CHARGES PROVIDED FOR IN THIS LEASE (ATTORNEY'S FEES, COURT COSTS, NON-ROUTINE CLEANING, SMOKE DETECTOR BATTERIES, ETC.)
- 3) THE LANDLORD WILL MAIL YOUR SECURITY DEPOSIT REFUND (LESS ANY DEDUCTIONS) AND AN ITEMIZED ACCOUNTING OF ANY DEDUCTIONS NO LATER THAN 30 DAYS AFTER YOU VACATE, SURRENDER, OR ABANDON THE LEASED PREMISES/PROPERTY, UNLESS THE LAW PROVIDES OTHERWISE OR YOU HAVE COMPLIED WITH PARAGRAPH 23(A) ABOVE.

B. Surrender. You surrender the Leased Premises/Property on the date of or the earlier of the following:

- 1) All keys have been turned in and Rent is paid; or
- 2) Your move-out date has passed and, in Our reasonable judgment, no resident or occupant is living in the Leased Premises/Property.

C. Abandonment. Abandonment terminates this Lease and ends your right of possession for all purposes. You "abandon" the Leased Premises/Property when, in reasonable judgment of the Landlord of the Leased Premises/Property:

- 1) You and all Household Members are absent from the Leased Premises/Property for fourteen (14) consecutive days without prior notice to Us;
- 2) Clothes, furniture and personal belongings have been substantially removed from the Leased Premises/Property, in Our reasonable judgment;
- 3) No one has been in the Leased Premises/Property for five (5) consecutive days while the Rent or any other charges are due and unpaid;

- 4) Ten (10) days have passed since the death of a sole resident; or
- 5) Individuals other than the Lessee(s) named above are the only persons living in the Leased Premises/Property.

If You have abandoned the Leased Premises/Property, the Landlord may secure Your abandoned Leased Premises/Property against vandalism and attach a notice of entry to the door of said Leased Premises/Property stating that We consider the Leased Premises/Property to be abandoned. If there is no response to this notice of entry from You within forty-eight (48) hours after posting or if substantially all Your belongings have been removed, Your right of possession is terminated for all purposes and the Landlord will take immediate possession of the Leased Premises/Property, provided that the Rent still remains unpaid.

D. Disposition of Abandoned Property.

- 1) If the Leased Premises/Property have been surrendered or abandoned, or if Lessee has been judicially evicted, the Landlord may remove and/or store all personal property remaining in the Leased Premises/Property or common area, including vehicles owned or operated by Lessee.
- 2) Except for animals and items with little or no value as provided below, the Landlord has a duty to store personal property removed from the Leased Premises/Property which have been surrendered or abandoned, but the Landlord shall not be liable for casualty, loss or theft by others. The Landlord will comply with West Virginia law regarding any duty to store personal property removed after judicial eviction, but to the fullest extent permitted by law, the Landlord shall not be liable for casualty, loss, or theft by others.
- 3) If personal property has been removed and stored by the Landlord after surrender, abandonment, or judicial eviction, You may redeem the personal property if you pay all charges which have been incurred by the Landlord for packing, removing and storing such personal property.
- 4) You agree that personal property removed after the Leased Premises/Property have been surrendered, or abandoned, and not redeemed by You on or before the 30<sup>th</sup> day thereafter, or personal property left outside for more than one hour after a Writ of Possession is executed following judicial eviction, shall be deemed to be of no value and to have been abandoned, and may be disposed of by Us in any manner We consider appropriate.

- E. Nothing in this Paragraph 23 shall limit the Landlord's right to immediately dispose of trash or other personal property appearing to have no value, left in the Leased Premises/Property after the Leased Premises/Property have been surrendered or abandoned by you, or after judicial eviction. Costs of disposal shall be assessed against You accordingly.

## 24. TERMINATION OF LEASE.

- A. You may terminate this Lease by giving the Landlord 30 days' written notice, in the manner required by Paragraph 14 of this Lease, of Your intention to move

out. If you do not give the full 30-day notice, You will be liable for Rent up to the end of the 30-day period for which notice was required or to the date the Leased Premises/Property is re-rented, whichever date comes first.

B. We may terminate this Lease for:

- 1) Serious or repeated violations by you of material terms of this Lease, including, but not limited to:
  - i. One or more serious violation by You or a Household Member that:
    1. Disrupt the livability of the surrounding properties or neighborhood;
    2. Adversely affect the health or safety of any person or the right of any other resident to their quiet enjoyment of their leased premises;
    3. Interfere with the management of the Leased Premises/Property; or
    4. Have an adverse financial effect on the Leased Premises/Property.
  - ii. Repeated minor violation of the Lease.
  - iii. Your misrepresentation of or failure to timely supply all required information regarding assets, income and family composition or other eligibility factors of Your household (including, but not limited to a 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 the wage information collections agencies) or knowingly providing incomplete or inaccurate information.
  - iv. Repeated late payment of Rent, which shall be defined as the failure to pay the amount of Rent due, on or before the fifth (5<sup>th</sup>) day of the month (with or without the timely payment of the late-payment penalty for that month), for two consecutive months or three times within a consecutive 12-month period.
  - v. Failure to pay any other charges or financial obligations due under this Lease by the due-date.
  - vi. Serious or repeated damage to the Leased Premises/Property, or the creation of physical hazards in the Leased Premises/Property by You or a member of Your household, a guest, or other person(s) under Your control.
  - vii. Your failure to accept Our request for a revision to Your existing Lease under any new lease form adopted by the Landlord. We will give You 30 days' written notice of Our request for a lease revision before it is scheduled to take effect. The notice must specify a reasonable time limit within those 30 days for Your acceptance.
  - viii. Your failure to keep Your Leased Premises/Property and other areas of the Leased Premises/Property in a clean and safe condition, as required by the Landlord.
  - ix. Other good cause.
- 2) Any of the following types of activity by You, Household Member, a guest, or another person(s) under your control (as identified in 24 C.F.R. Sec. 5.100):



- i. Criminal or other activity (to include lewd behavior) on or near the Leased Premises/Property owned by the Landlord that threatens the health, safety or right to peaceful enjoyment of the Leased Premises/Property by other residents or neighbors or that threatens the health, safety, or right of peaceful enjoyment of their residence by persons residing in the immediate vicinity of the Landlord's premises. "Criminal Activity" means any conduct prohibited by the West Virginia Code or by any other statute of the State of West Virginia or the United States for which a term of confinement in jail or in prison is a potential punishment, and includes "violent criminal activity," which means any criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, or involves the illegal possession or use of firearms or other dangerous weapons.
  - ii. Drug-related criminal activity on or off the Leased Premises/Property. The term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, controlled substance analogue, or chemical precursor, or the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of drug paraphernalia. For purposes of this Paragraph 24, the terms "controlled substance," "controlled substance analogue," "chemical precursor," and "drug paraphernalia" shall have the same meanings as in the West Virginia Code or in Section 102 of the Federal Controlled Substance Act (21 U.S.C Sec. 802). Nothing in this Lease shall be construed to require Us to prove any specific criminal intent in our efforts to enforce this Paragraph 24.
  - iii. Alcohol abuse or a pattern of alcohol abuse that the Landlord has interferes with the health, safety, or right to peaceful enjoyment by others.
  - iv. Illegal use of a drug or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the residents and neighbors. The activities listed shall be treated as serious violations of the material terms of the Lease and shall be cause for the immediate termination of Your tenancy and Your eviction from the Leased Premises/Property. Arrest and conviction are not necessary to trigger termination of tenancy and eviction. The burden of proof in any civil proceeding filed by Us based upon these activities described, shall be by a preponderance of the evidence, and We shall never be required to prove such activity by the standard of proof used for criminal conviction (i.e., beyond a reasonable doubt).
- C. The specific mention in this Lease that certain violations are considered serious violations and/or grounds for termination do not prohibit Us from asserting in any proceeding that other violations of this Lease are serious violations and grounds for termination of this Lease.
- D. If We elect to terminate this Lease, We will give immediate written notice of Lease termination with the following period to vacate the Leased Premises/Property:
  - 1) One full calendar month in the case of failure to pay Rent;

- 2) Immediately, if the health or safety of other residents or neighbors is threatened; or
- 3) One full calendar month in all other cases.

The notice shall specify that if You fail to vacate the Leased Premises/Property within the applicable period, suit will be brought against You, and that You will be obligated to pay court costs, attorney's fees, or other costs associated with the Lease termination or eviction if We prevail in court.

(Your initials\_\_\_\_\_) (Landlord's initials\_\_\_\_\_)

- E. If We give You notice of the Lease termination, We may still accept Rent or other sums due, and the acceptance of Rent or other sums due does not waive or diminish our right to institute or continue eviction proceedings or Our other rights under this Lease.
- F. The notice of Lease termination to you shall state specific grounds for termination and shall inform You of your right to: (1) make such reply as You may wish; and (2) examine our documents directly relevant to the termination or eviction decision. Procedures are not available to You when the reason for Our termination of this Lease involves a threat to the safety or health of others, their guests, our staff, or involves drug-related criminal activity or alcohol abuse.
- G. You must not holdover beyond the date contained in Our notice to You of the Lease termination. If holdover occurs, You agree that You will be liable to Us for holdover Rent and for all other charges which would have been due from You in the absence of Our notice of Lease termination, at the same rate as provided in this Lease.

**25. SAFETY AND SECURITY.** You, Your Household Members, and guests must exercise due care for Your own safety and security. We will not be liable to you, any Household Members, any guest, or other occupant for personal injury or for any damages or loss to personal property caused by other persons not employees or agents of the Landlord, including theft, burglary, assault, vandalism, or other crime. The Landlord has no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. You will not consider any security measures we undertake as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, the Landlord will not be liable to You, Your Household Members, or any guests or occupants for personal injury or damage or loss to Your personal property (furniture, jewelry, clothing, etc.) from water leaks, assault, theft, burglary, vandalism, fire, water, rain, hail, smoke, lightning, wind, explosions, sonic booms, acts of God, interruption of utilities, or other causes whatsoever, unless the same is due to the intentional acts or omissions or negligence of the Landlord or of Our representatives. We strongly recommend that You secure Your own insurance to protect Yourself against all of the above occurrences. You agree that existing locks and latches are safe and acceptable, subject to our duty to make needed repairs of same upon written request by You. The

Landlord shall have no duty to furnish smoke detectors, security guards, security lighting, security gates or fences, or additional locks and latches, except as required by law. If these things are provided at the Leased Premises/Property, Lessee acknowledges that they are for the protection of the Landlord's property only, and are not to be relied on by Lessee as protection for Lessee or Lessee's property. Any notice or request You give to Us regarding doorknob locks, door viewers, keyed deadbolts, keyless bolting devices, sliding door pin locks, sliding door security bars, or window latches must be in writing. You are required to pay for repair or replacement of a security device if the repair or replacement is necessitated by misuse or damage by You, a Household Member, or your guest, and not by normal wear and tear. Any misuse or damage to a security device that occurs during Your occupancy is presumed to be caused by You, a Household Member or guest.

**26. UTILITIES AND APPLIANCES.** An "Allowance" for utilities will be credited to the Rent amount. The "Allowance for Tenant-Furnished Utilities and Other Services" will be used to determine the amount of the Allowance. The Lessee(s) will be responsible for arranging and paying for all utilities and utility deposits. All utilities will be in Lessee(s)'s name. The Landlord shall deduct \$\_\_ from Rent each month. In addition, Landlord agrees to furnish a range and refrigerator in working order.

You agree to comply with all applicable laws, regulations, and guidelines of all governmental entities regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the West Virginia Code or any other applicable law, shall be considered a serious violation of this Lease and grounds for termination of the Lease.

If Your electricity is interrupted, You agree to use only battery-operated lighting. Candles or oil burning lamps are NOT acceptable and must never be used.

You agree to maintain sufficient heat to prevent freezing of piped water. If for any reason, You are unable to maintain sufficient heat, You shall immediately notify Us. Any damage to the Leased Premises/Property resulting from such failure to provide immediate notice shall be deemed to have been caused by You for the purposes of this Lease.

**27. NO WAIVER.** Any delay, forbearance, or failure by Us to exercise any right or power under this Lease (such as delay or forbearance in terminating this Lease) shall not impair our right to exercise such right or power at a later time nor be construed as a waiver of such right or power.

No waiver by Us of any default or violation of this Lease by You shall be deemed to be a waiver of any other or subsequent default by You, nor shall any such waiver be deemed to be a continuing waiver. No single or partial exercise by Us of any right or power under this Lease shall preclude other or further exercise of such right or

power by Us, or the exercise by Us of any other right or power under this Lease. In particular, You agree that the acceptance by the Landlord of payments by You of Rent or other charges due under this Lease after some act or omission by which would entitle the Landlord to terminate this Lease under any provision of this Lease, shall not be deemed or construed to be a waiver of the Landlord's right to terminate this Lease at any time thereafter on account of such act or omission by You of this Lease regarding the acceptance of a late payment of Rent in any one month with a late-payment penalty.

Neither an invalid clause nor the omission of your initials herein this Lease invalidates this Lease Contract.

**28. ZERO TOLERANCE POLICY.** We endorse and will enforce a zero-tolerance policy with regard to drug related and/or other criminal activity. Violation of the terms of this policy and/or related provisions of this Lease agreement will result in immediate eviction.

**29. TERMS TO BE EXCLUSIVE.** This Agreement, the Landlord's policies which are incorporated into this Lease by reference and any future Rent adjustment letters constitute the entire agreement of the parties with respect to the subject matter of this Lease, and supersede any and all prior verbal or written agreements or understanding between You and the Landlord relating to the subject matter of this Lease except as provided herein, no other writing or verbal statement shall be of any force or effect in the interpretation of this Lease. You understand and agree that our representatives (management personnel, employees and agents) have no authority to waive, amend or alter any part of this Lease or to make promises, representations, or agreements which would impose other of different obligations on Us or release You from any obligations of the Lease. Lessee acknowledges that the Landlord has not made any representations, warranties, or guaranties, express or implied, written or oral, other than those express representations, warranties, or guaranties contained in this Lease. YOU AGREE THAT NO VERBAL REPRESENTATIONS HAVE BEEN MADE TO YOU BY ANY OFFICER OR EMPLOYEE OF THE LANDLORD REGARDING THE LEASED PREMISES OR THIS LEASE, THAT ARE NOT STATED IN WRITING IN THIS LEASE. Except as may be expressly provided to the contrary in this Lease, the provisions of this Lease are for the benefit of any other person, firm, or entity, and create no rights, of enforcement or otherwise, in any other person, firm, or entity.

**30. ABILITY TO COMPLY WITH THE LEASE TERMS.** To the fullest extent allowed by law, if, during the Term of this Lease, by reason of physical or mental impairment, Lessee is unable to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with this Lease, and the Landlord has complied with all applicable statutes, laws, and regulations that

would enable Lessee to comply with this Lease, the Landlord may terminate this Lease for good cause in accordance with all applicable sections of this Lease.

**31. EMERGENCY CONTACT.** At the time of signing of this Lease, Lessee(s) identifies the following as a contact person in case of an emergency if We are unable to contact the Lessee(s) or if the Lessee(s) is unable to comply with the Lease provisions by reason of physical or mental impairment:

Name of Contact: \_\_\_\_\_ Contact No.: \_\_\_\_\_

**32. DISCLOSURE RIGHTS.** If information is requested from Us regarding You, any member of Your household, or Your rental history by any governmental or law-enforcement agency, We may disclose such information to such agencies, without such disclosure being considered a violation of Your rights, including privacy rights.

**33. REPRESENTATION BY LESSEE.** BY SIGNING THIS LEASE BELOW, YOU ARE STATING: THAT ALL INFORMATION OR DATE PROVIDED BY YOU TO THE LANDLORD ABOUT INCOME, FAMILY COMPOSITION, AND NEEDS IS TRUE AND CORRECT; THAT YOU HAVE READ ALL OF THIS LEASE; THAT YOU UNDERSTAND ALL OF ITS TERMS AND PROVISIONS; AND THAT YOU UNDERSTAND THAT IN ENTERING INTO THIS LEASE WITH YOU, THE LANDLORD IS RELYING UPON YOUR STATEMENT THAT YOU HAVE READ AND UNDERSTANDS THIS LEASE.

IN WITNESS WHEREOF, the parties have executed this Lease this \_\_\_\_ of \_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Lessee)

\_\_\_\_\_  
(Lessee)

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(Lessee)

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(Lessee)

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(Lessee)

***Exhibit 3: EPA Pamphlet Protect Your Family From Lead In Your Home***



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).





## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

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



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

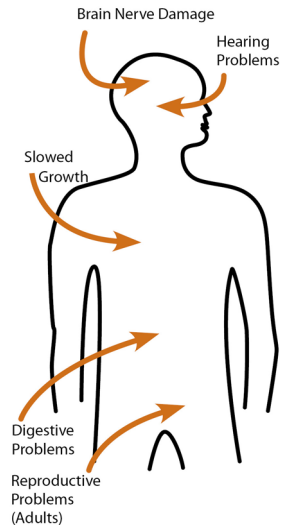
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

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

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.



## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](https://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

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

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

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

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

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

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

#### ***Exhibit 4: Tenant Release and Consent Form***

I, \_\_\_\_\_, the undersigned hereby authorize \_\_\_\_\_ to release without liability information regarding my employment, income, and/or assets to \_\_\_\_\_ for purposes of verifying information provided as part of my rental application.

#### **INFORMATION COVERED**

I understand that previous or current information may be needed. Verifications and inquiries that may be requested include, but are not limited to personal identity; employment, income, and assets; medical or childcare allowances. I understand that this authorization cannot be used to obtain any information that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

#### **GROUPS OR INDIVIDUALS THAT MAY BE ASKED**

The group or individuals that may be asked to release the above information includes, but are not limited to:

- |                              |                                  |
|------------------------------|----------------------------------|
| ▪ Past and Present Employers | ▪ Public Housing Agencies        |
| ▪ Welfare Agencies           | ▪ Social Security Administration |
| ▪ Veterans Administration    | ▪ Banks and Others               |
| ▪ Previous Landlords         | ▪ Support and Alimony Providers  |
| ▪ State Unemployment Agency  | ▪ Medical & Childcare Providers  |
| ▪ Retirement Systems         | ▪ Financial Institutions         |

#### **CONDITIONS**

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay on file for one year and one month from the date signed. I understand I have a right to review this file and correct any information that is incorrect.

#### **SIGNATURES:**

\_\_\_\_\_  
Tenant #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant #2

\_\_\_\_\_  
Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

***Exhibit 5: Zero Income Certification Form***

I do not receive any income. I certify under the PENALTY OF PERJURY under the laws of the State of West Virginia that the foregoing sentence is true and correct when it states I receive no income. No change is expected in my financial status or employment status during the next 12 months.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Flood Insurance Restrictive Covenant FAQ**

### **WHAT IS A RESTRICTIVE COVENANT?**

Any type of agreement that requires any subsequent buyer to take or abstain from taking a specific action. In real estate transactions, restrictive covenants are binding legal obligations written into the deed of a property by the seller (hereinafter referred to as a "Restrictive Covenant").

### **WHY IS IT BEING RECORDED ON MY PROPERTY?**

Under the RISE-West Virginia Program requirements and in the terms that you agreed to in your grant agreement, if your property is in the 100-year floodplain, you are required to keep the property covered by flood insurance. Furthermore, you are required to notify **ALL** subsequent buyers of the requirement to maintain flood insurance. The best and required way for you to notify anyone who you sell the property to, or anyone they sell the property to in the future, is to record a restrictive covenant that runs with the property forever. Such restrictive covenant will be recorded in the real estate records of the County where the property is located so that all subsequent owners are placed on notice that there is a perpetual requirement that anyone who buys this property must keep the property insured by a flood insurance policy.

### **WHAT DOES THE RESTRICTION SAY?**

Since your property is located in a "flood disaster area" as defined in 42 U.S.C. 5154a (d), and since you received Federal disaster relief assistance, you must obtain and maintain flood insurance in accordance with applicable Federal law and in the event of a sale or transfer of the property, you and all subsequent owners shall, on or before the date of transfer, notify the transferee in writing of the requirements to obtain and maintain flood insurance in accordance with applicable Federal law. This requirement must be contained in the deed that transfers the ownership of the property. The covenants, terms, provisions and conditions regarding flood insurance will run with the land, binding all subsequent owners, encumbrances and tenants of the Property.

### **DO I HAVE TO SIGN THIS DOCUMENT?**

Yes, the restrictive covenant is required under the terms of the Grant Agreement that you signed and is required by Federal law.

### **IF THIS INFORMATION IS ALREADY IN THE GRANT AGREEMENT I SIGNED, WHY DO I HAVE TO SIGN AN ADDITIONAL DOCUMENT?**

The Grant Agreement notified you of the obligation. Recording the restrictive covenant meets the obligation, so you do not have to remember to meet the obligation when you sell the property; neither will subsequent sellers.

**WHAT IF I DO NOT SIGN THIS DOCUMENT?**

If you do not sign this document, the funds you have received pursuant to the RISE-West Virginia Program will be subject to recapture. In addition, if you do not meet the obligation and a subsequent buyer does not receive the notice to maintain flood insurance and they later receive disaster recovery funds, then you can be held responsible to repay those funds to the government.

**WHAT DOES 42 U.S.C. 5154 a (d), SAY?**

U.S. Code › Title 42 › Chapter 68 › Subchapter III › § 5154a42 U.S. Code § 5154a - Prohibited flood disaster assistance. Current through Pub. L. 113-121. (See Public Laws for the current Congress.)

**(a) General prohibition:**

Notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

**(b) Transfer of property****(1) Duty to notify**

In the event of the transfer of any property described in paragraph (3), the transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of the requirements to—

(A) obtain flood insurance in accordance with applicable Federal law with respect to such property, if the property is not so insured as of the date on which the property is transferred; and

(B) maintain flood insurance in accordance with applicable Federal law with respect to such property.

Such written notification shall be contained in documents evidencing the transfer of ownership of the property.

**(2) Failure to notify**

If a transferor described in paragraph (1) fails to make a notification in accordance with such paragraph and, subsequent to the transfer of the property—

(A) the transferee fails to obtain or maintain flood insurance in accordance with applicable Federal law with respect to the property,

(B) the property is damaged by a flood disaster, and

(C) Federal disaster relief assistance is provided for the repair, replacement, or restoration of the property as a result of such damage, the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of the Federal disaster relief assistance provided with respect to the property.

**(3) Property described**

For purposes of paragraph (1), a property is described in this paragraph if it is personal, commercial, or residential property for which Federal disaster relief assistance made available in a flood disaster area has been provided, prior to the date on which the property is transferred, for repair, replacement, or restoration of the property, if such assistance was conditioned upon

obtaining flood insurance in accordance with applicable Federal law with respect to such property.

(c) Omitted

(d) "Flood disaster area" defined

For purposes of this section, the term "flood disaster area" means an area with respect to which— (1) the Secretary of Agriculture finds, or has found, to have been substantially affected by a natural disaster in the United States pursuant to section 1961 (a) of title 7; or

(2) the President declares, or has declared, the existence of a major disaster or emergency pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), as a result of flood conditions existing in or affecting that area.

(e) Effective date

This section and the amendments made by this section shall apply to disasters declared after

September 23, 1994.

# WEST VIRGINIA RENTAL ASSISTANCE PROGRAM

## ANNUAL COMPLIANCE QUESTIONNAIRE

The purpose of the West Virginia Rental Assistance Program (WV-RAP) is to provide assistance to property owners in an effort to make affordable rental properties available for low to moderate income tenants for a rental period of three (3) years in Clay, Fayette, Greenbrier, Jackson, Kanawha, Lincoln, Monroe, Nicholas, Pocahontas, Roane, Summers, and Webster Counties. By completion of this annual certification, the Applicant acknowledges that the Applicant is required to comply with the WV-RAP program for a three (3) year rental period which begins on the later of:

- (a) The date of the Applicant's certificate of occupancy or local equivalent; or
- (b) If no certificate of occupancy was required by the local governing authority, the date of the final approved WV-RAP inspection.

If the Applicant received any extensions of the requirement to rent the WV-RAP property within ninety (90) days of the certificate of occupancy or a vacancy, the three (3) year compliance period will be increased by the length of the extension(s).

The information collected below will be used to determine whether your West Virginia Rental Assistance Program property is in compliance with all program rules. You must answer each of the questions below and you must fill out each box. Failure to fully answer each of these questions completely and truthfully may result in loan default and removal from the West Virginia Rental Assistance Program.

### I. Applicant Identification

Application Identification Number: \_\_\_\_\_

Primary Applicant Name: \_\_\_\_\_

If the contact information of the Primary Applicant has changed, please enter it below:

Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### II. Property Identification

Rental Property Street: \_\_\_\_\_

Rental Property City: \_\_\_\_\_

Rental Property Zip Code: \_\_\_\_\_



## II. Fair Housing Act

To review these requirements, refer to HUD's website <https://www.hudexchange.info/trainings/courses/overview-of-the-assessment-of-fair-housing-webcast1/>

1. Have any tenants or housing applicants submitted a HUD / Fair Housing complaint against you in the last year?"  
☐ Yes ☐ No
2. Did any complaint result in any legal action before any court or administrative agency?  
☐ Yes ☐ No ☐ Not Applicable
3. Did you attend a HUD Fair Housing presentation? If not, please review the HUD Fair Housing presentation at the website listed above or schedule review of the presentation at our local office.  
☐ Yes ☐ No ☐ Not Applicable

## III. Minimum Property Standards

To review these standards, refer to HUD's website <http://www.hud.gov/offices/hsg/ramh/mps/mhsmmpsp.cfm>

1. Does the property comply with all local building codes and zoning ordinances?  
☐ Yes ☐ No
2. Are all basic utilities (water, electricity, natural gas, sewer/septic service, and garbage collection) turned on and operating in each unit?  
☐ Yes ☐ No
3. Do all units have basic appliances that are currently functioning properly as designed (refrigerator, oven, stove or range, heating and air conditioning, hot water heater, ventilation system)?  
☐ Yes ☐ No
4. Are all electrical outlets and lighting fixtures within each unit in proper operating condition?  
☐ Yes ☐ No
5. Does each unit contain a bathroom with a flushing toilet, working sink, and shower or tub with hot and cold running water?  
☐ Yes ☐ No
6. Are the exterior walls, roof, foundation, and floor free from structural damage and other defects?  
☐ Yes ☐ No
7. Is each dwelling's unit and equipment in sanitary condition?  
☐ Yes ☐ No

8. Have there been any reported problems with vermin or rodent infestation such as rats, mice, cockroaches or termites?
- ☐ Yes ☐ No
9. Is at least one smoke detector installed and in proper operating condition on each level of the dwelling unit (including basements but excluding unfinished attics)?
- ☐ Yes ☐ No

#### IV. West Virginia Landlord & Tenant Act

To review the act, refer to the following

website: <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=37&art=6>

1. Did you utilize the WV-RAP Lease Form or HUD Section 8 Lease Form?
- ☐ Yes ☐ No
2. Have you charged any tenant for anything other than the rental amount?
- ☐ Yes ☐ No
3. Did you terminate a lease agreement or refuse to renew a lease agreement that resulted in a complaint?
- ☐ Yes ☐ No

#### V. Covenants, Loan Agreement & Deed of Trust

1. Has the ownership of the property been transferred (other than by death or divorce) without WV-RAP's written approval since you executed the Covenants, Loan Agreement, and Deed of Trust?
- ☐ Yes ☐ No
2. If ownership of the West Virginia Rental Assistance Program property is in a limited liability company, corporation or partnership, has any interest in the entity been transferred without WV-RAP's written approval since you executed the Covenants, Loan Agreement and Deed of Trust?
- ☐ Yes ☐ No ☐ Not Applicable
3. Are you current on any mortgage or deed of trust on the West Virginia Rental Assistance Program property?
- ☐ Yes ☐ No ☐ Not Applicable
4. Have you maintained property (hazard) insurance over the past year for the West Virginia Rental Assistance Program property?
- ☐ Yes ☐ No
6. If required, have you maintained flood insurance for the West Virginia Rental Assistance Program property for the lesser of (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program?
- ☐ Yes ☐ No ☐ Not Applicable

7. Are you current on all property taxes?

☐ Yes ☐ No

Please obtain the following items for your records since WV-RAP participants are subject to random monitoring and compliance inspections at WV-RAP's discretion:

- The HUD Fair Housing Act attendance certification.
- All leases entered into for each unit during the past year.
- If applicant performed tenant income verification, please provide the documentation provided to verify tenant income. Find HUD Forms at website: <http://www.hud.gov/offices/pih/programs/hcv/forms/forms.cfm>
- The most current mortgage statement.
- The insurance declaration page showing property and windstorm coverages.
- The insurance declaration page showing a minimum \$250,000 general liability insurance coverage.
- The insurance declaration page showing flood insurance coverage, if required by the program.
- The current year property tax receipt.

I certify that, to the best of my knowledge and belief, all the information on and attached to this Annual Compliance Questionnaire is true, correct, complete, and provided in good faith. I understand that false or fraudulent information on, or attached to this Annual Compliance Questionnaire may be grounds for default of West Virginia Rental Assistance Program forgivable loan and may be punishable by fine and/or imprisonment. I understand that any information I give may be investigated.

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Applicant / Representative (print name)

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Applicant / Representative (signature)

Date