



Housing Programs

SMALL RENTAL PROPERTIES REHABILITATION LOAN PROGRAM MANUAL

PROGRAM OVERVIEW

WHY DO WE HAVE A SMALL RENTAL PROPERTIES REHABILITATION LOAN PROGRAM?

For more than 30 years, the Village of Oak Park has been in a leader in ensuring stability of the community through a commitment to integration and fair housing. Oak Park has a history of supporting its housing stock through a wide range of support programs. The preservation of housing stock has become one of the primary objectives of citizens, elected officials and staff professionals who believe that the quality of housing is a primary source of neighborhood stability. The decline of a community's housing stock can be attributed to three factors: strict loan underwriting standards leading to deferred maintenance, the minimum extra income of recent purchasers, and the increasing age of our housing stock.

The Small Rental Property Rehabilitation Loan Program helps to preserve the existing housing stock. Our effort will insure adequate housing to more low and moderate income families because it will help to preserve and stabilize our community.

The objectives of the Small Rental Property Rehabilitation Loan Program are:

- To prevent moderately declining neighborhoods in the Village of Oak Park from further deterioration by providing rehabilitation funding and technical assistance.
- To provide safe and efficient housing within the financial reach of our area residents.
- To stimulate broad interest in neighborhood preservation.
- To increase the economic and racial diversity of our community.
- To partner with other programs for maximum impact.

WHO IS ELIGIBLE?

Owners of rental properties who meet all of the following criteria:

1. The property contains one to seven units.
2. The property to be improved is renter-occupied. Properties with two to seven units may have one owner-occupied unit.
3. Owners must provide a minimum of 25% of the rehabilitation cost.
4. At least 51% of the units are or will be rented to tenants whose income does not exceed 80% of the area median income AND the units are at or below the HOME rent limits (less the cost of tenant paid utilities). (See attachment A, Income Limits)

WHAT ARE THE TERMS OF THE LOAN?

If approved, you are eligible to receive a forgivable CDBG loan of \$2,000 - \$5,000 per rental unit inclusive of contingency. You are required to commit (or leverage), at a minimum, 25% of the total project cost. The total project cost includes the hard costs of rehabilitation, the incremental increase in costs due to mitigation of Lead Based Paint related hazards, inspection fees, recording fees, and other soft costs associated with the project.

ARE THERE ANY FEES?

A Lead Based Paint Fee of \$2,000.00 must accompany each full application for assistance at the time of submittal of the application to the Board of Trustees for approval. This fee will be held in escrow to be applied towards the cost of the Lead Based Paint Risk Assessment and Lead Based Paint Clearance Testing, if necessary. Any unspent funds remaining from this fee will be applied to the project as leveraged funds.

WHEN IS THE LOAN DUE?

The loan is forgivable five years after the final payout, known as the Affordability Period. The Village will place a lien in the form of a Mortgage against your property for the amount of CDBG loan funds provided to you. For applicable terms and conditions refer to the mortgage and the Small Rental Rehabilitation Program Loan Commitment and Agreement (the Agreement). You do not have to pay interest. The loan will be forgiven if you satisfy all terms and conditions of Mortgage and Agreement for the full length of the Affordability Period. If you do not satisfy the terms and conditions of the loan during the Affordability Period, you will be required to repay the entire loan amount with 12% required interest.

If you sell your property prior to the end of the Affordability Period, the lien with the required 12% interest must be repaid to the Village of Oak Park. The Village may waive this requirement if the new Property Owner agrees to continue to abide by the terms of the Affordability Period. This arrangement must be agreed upon in writing by all interested parties prior to the sale of the property.

WHAT CAN WE USE THE FUNDS FOR?

The Village of Oak Park's basic goal is to create multi-family buildings that are in substantial compliance with the Village Housing Code governing the condition and maintenance of dwellings.

1. HEALTH AND SAFETY ITEMS

Improvements which insure the health and safety of the occupants, assist in preventing neighborhood blight, and exterior repairs that increase the life of the

structure or improve the physical appearance are eligible. Work will be subject to the following priorities:

- Code Violations and residential rehabilitation standards
 - Life threatening conditions
 - Health and safety items
 - Structural, electrical, mechanical, plumbing, fire prevention code items.
 - Other code violations.
- Incipient Code Violations
- Energy Conservation
- General Property Improvements

2. LEAD HAZARD REDUCTION

The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction we will require. In accordance with the HUD Lead-Based Paint regulation (24 CFR Part 35), rehab work on housing built before 1978 that is financially assisted by the Federal government is subject to requirements that will control lead-based paint hazards. At the very least, we will require that you repair any painted surface that is disturbed during the rehab work. We will require you to stabilize deteriorated paint, which includes the correction of moisture leaks or other obvious causes of paint deterioration. We require a clearance examination following most work activities to ensure that the work has been completed, that dust, paint chips and other debris have been satisfactorily cleaned up, and that dust lead hazards are not left behind. As necessary, we will require a risk assessment to identify lead-based paint hazards, perform interim control measures to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit.

EXAMPLES OF ELIGIBLE AND INELIGIBLE JOBS

ELIGIBLE repairs may include, but are not limited to, the following:

1. Correction of structural deficiencies or failures
2. Replacement of faulty private water and sewage systems
3. Repair or replacement of inefficient or dangerous heating systems
4. Repair or upgrading of electrical systems and fixtures
5. Replacement of defective plumbing, including defective sinks, tubs and toilet facilities
6. Elimination or control of lead paint hazards in the interior, exterior and soil
7. Elimination of all serious insect and rodent infestations
8. Creation of safe exit ways
9. Hardwired smoke detectors
10. Removal of all blighted exterior conditions.
11. Remodeling type improvements (i.e. kitchen and bath upgrades, floor refinishing).

INELIGIBLE items include, but are not limited to, the following:

1. Reimbursement for an Owner's Personal Labor
2. Room Additions and extensions
3. Appliances (except built-in stove, cook-top and garbage disposal when the existing is deteriorated, hazardous and beyond repair)
4. Purchase, installation or repair of furnishings
5. Demolition that does not improve the existing structure
6. Free standing concrete block walls
7. Interior wood paneling
8. Bookcases
9. Wrought iron security bars
10. Barbecue pits/outdoor fireplaces
11. Bath houses - swimming pools - saunas - hot tubs
12. Burglar alarms
13. Dumbwaiters
14. Flower boxes - greenhouses - greenhouse windows
15. Kennels
16. Photo murals
17. TV antennas
18. Tennis courts
19. Valances, cornice boards, drapes
20. Materials, fixtures or equipment of a type or quality exceeding that customarily used on properties of the same general type as the property to be rehabilitated.
22. General maintenance items.
23. Accessory structures.

This program does not relieve the owner of the responsibility to comply with all Village Codes.

WHEN WILL WE DENY APPLICATIONS?

We may deny your application for any of the following reasons:

1. If your project does not meet the Program Guidelines.
2. If your rehabilitation project is unfeasible. Rehabilitation projects will be considered unfeasible if:
 - the building is substandard defined as where the maximum loan amount available will not be enough money to do the amount of work to improve the property or the severity of the code deficiencies is too severe to be corrected by the maximum amount of the loan available.
 - there are severe debts,
 - back taxes or mechanics liens are owed,
 - there are other financial threats to the property owners affecting retention of title, or

- available funds for the project are insufficient to make the project viable based on previous project budgets.
3. You make any material misrepresentations during the entire application process including the inspection and bidding process.
 4. You intentionally destroy your property with the intent of qualifying for the rehabilitation program.

HOW TO APPLY?

1. Complete the application packet (Attachment B).
2. You must be current on all municipal financial obligations.
3. You will be required to provide and/or complete the following documentation:
 - **Proof of property ownership** - You must be an individual or family who has ownership of an eligible property and must provide a copy of the recorded Warranty Deed establishing ownership of the property.
 - **Proof of property insurance** - You must provide proof of adequate property insurance at the time of application and will be required to maintain loss payable insurance on the property for the duration of the loan and provide proof annually. The Village of Oak Park must be placed on the policy as a lien holder once the project is approved.
 - **Proof of paid property taxes** - Housing Programs Division will verify that all taxes against the identified property are current and the Applicant will be required to keep the tax payments current for the duration of the loan.
 - **Verification of existing mortgage (if applicable)** - Applicant must provide mortgage loan account number and lien holder information to the Housing Programs Division. Any existing mortgages against the subject property must be in good standing. Applicants must have a post-rehab equity of at least 15%.
4. At the time of the application, all tenant households must be notified of your intent to rehabilitate the property with Federal funds. This letter is referred to as the General Information Notice (URA #1 Attachment C). You must give each of your tenants a copy of the General Information Notice by certified mail or by personal service to a household member over the age of 18. Owners must supply proof of actual receipt of the Notice. Tenants are generally not required to relocate during the rehabilitation activities. However, if relocation is necessary due to the type of rehabilitation taking place, you as the owner are solely responsible for all costs associated with temporary relocation.
5. Each current Tenant Household is required to complete the following documents:
 - Tenant Profile Form (Attachment D)
 - General Release of Information form
 - Lead Based Paint and Fair Housing Receipt of Information form (Attachment J).

6. Send the whole package to the Village of Oak Park, Housing Programs Division, 123 Madison St., Oak Park, IL 60302-4272. We will call within five (5) days to review your application.

IN WHAT ORDER ARE APPLICATIONS PROCESSED?

We will give priority to applications for buildings that have 3 bedroom units or larger. Applications will be considered “complete” by the Housing Programs Division when all of the required Property Owner and Tenant Household information has been provided. Applications will be processed on a “first qualified – first served” basis and not necessarily in the order in which they are received. Failure to provide the required information and/or documentation in a timely manner may result in the delay or denial of assistance.

HOW DO WE DETERMINE THE SCOPE OF WORK?

After we have determined that your application is complete and you are qualified for the program, we will complete a Housing Quality Standards and property inspection. You will be required to attend this inspection with us. During the inspection, you can indicate any proposed improvements that you would like to make to the property. Based upon the inspection and your proposed improvements to the property, the Housing Programs Division will complete a work specification and cost estimate.

We will send photos and the work specifications to the Historic Preservation Officer for historical compliance review. Any architectural features deemed historically significant that must be preserved or repaired in accordance with Historic Preservation guidelines will be incorporated into the final Work Specifications.

If, within the judgment of the Housing Programs Division, architectural drawings are needed, including mechanical, plumbing, electrical, and material schedules from a qualified architect or draftsman such as when new units will be created from previously unoccupied space, or in the event that substantial rehabilitation of existing units will occur, the owner will be required to hire the appropriate professional to provide the drawings. You will be required to pay for those costs and the cost can be used to meet your 25% match requirement. You must make these documents available to the Housing Programs Division prior to completion of the writing of the Work Specifications. The Village of Oak Park Department of Building & Property Standards will also review these drawings during the permit process.

HOW ARE CONTRACTORS CHOSEN?

Upon your approval of the Work Specifications and completion of the cost estimate, the Housing Programs Division will schedule a date for a pre-bid walk through of the project with your chosen contractors. You can invite as many contractors to attend the walk through as you would like. However, all contractors must meet all of the standards of the Small Rental Rehabilitation Program.

The work specification packet will specify a date for bids to be due. All bids will be sealed and returned to the Housing Programs Division by the specified date. After the

bid due date, we will set up a time for you to come in and open the sealed bids. At least two complete bids must be received per project.

We will create a Bid Tabulation and provide this information to you. The lowest, *responsible* bid will establish the cost of the project. If you desire to utilize a higher bidder, you will be responsible for the difference in cost. Once you have selected a Contractor, the Housing Programs Division will forward your project to the Housing Programs Advisory Committee to recommend approval or denial of the request for funds. Recommended approvals will be forwarded to the Board of Trustees for consideration and final action.

HOW IS THE MATCH REQUIREMENT DETERMINED?

After the contractor is chosen and a final bid amount accepted, we will determine the owner's match obligation. Your obligation is a minimum of 25% of the total project costs including the hard costs of rehabilitation with the contingency, the incremental increase in costs due to mitigation of Lead Based Paint related hazards, inspection fees, recording fees, and other soft costs associated with the project. The owner is responsible for all prior incurred non-hard costs of rehabilitation related to this rehab project including the Lead Based Paint Fee. If that amount is equal to or greater than the owner's 25 percent match, no further payment shall be required. However, if the amount is less than the non-hard costs of rehabilitation, we will determine what your additional obligation will be for the hard costs of rehabilitation including the contingency. The additional amount to meet your match requirement must be provided to the Village at closing and will be held in escrow and applied proportionately to contractor payments.

ARE BUILDING PERMITS NEEDED?

You and your selected Contractor will be required to obtain all appropriate work permits from the Department of Building and Property Standards. The Village of Oak Park will waive permit fees for work that falls within the approved Scope of Work. Prior to obtaining any permit, the property owner and/or contractor will obtain a certification from the Housing Programs Division that the work falls within the approved Scope of Work.

HOW IS THE CONTRACTOR PAID?

During the project, contractors may make multiple payment requests to the Housing Programs Division. The Village will retain 20% of the total amount requested from each interim payment authorization. We cannot provide "advance" money or authorize payment for items which are not completed or properly installed with the exception of "rough-in" installations of plumbing, electrical or mechanical systems. Upon completion of the improvements, the Village will inspect the contractor's work. After the property passes its final inspection and the Village receives the contractor's signed waiver of lien, the Village will make the final payment to the contractor.

WHAT HAPPENS IF I HAVE A DISPUTE WITH MY CONTRACTOR?

During the course of the project, the Housing Programs Division will regularly inspect the work and attempt to prevent disputes from arising. If a dispute does arise, the Housing Programs Division will work with you and the contractor to attempt to resolve the dispute. If the parties cannot resolve the dispute, you may elect to seek the services of a mediator. If the parties do not agree to mediation or cannot reach an agreement with the services of a mediator, the parties will need to follow the contract provision which calls for mandatory arbitration.

DO I HAVE TO INFORM MY TENANTS THAT I AM APPLYING FOR FUNDS?

Once the project has been approved and a construction start date has been established, you must give every Tenant Households a Notice of Non-Displacement (URA #2 Attachment E). You must give each of your tenants a copy of the Notice of Non-Displacement by certified mail or by personal service to a household member over the age of 18. Owners must supply proof of actual receipt of Notice. Tenants are generally not required to re-locate during the rehabilitation activities. However, if relocation is necessary due to the type of rehabilitation taking place, you as the owner are solely responsible for all costs associated with temporary relocation.

If you have a new tenant household move into the building, during the period between project approval and the completion of the rehabilitation activities, you must give a third notice (URA #1, Attachment C, Notice to Prospective Tenant) prior to their signing of a lease.

IS THERE A LIMIT TO THE RENTS I CAN CHARGE?

During the term of the loan, you must agree that the following number of units based on building size will be rented to tenants with household income at or below 80% of the Area Median Income for Cook County. Each year, we will provide you with a chart showing the income limits.

Number of Total Units	Number of Restricted Units
One	One
Two	One
Three	Two
Four	Three
Five	Three
Six	Four
Seven	Four

******All documentation pertaining to this program must be maintained by the Property Owner for a minimum of 5 years beginning on the date when all units of a project are occupied. ******

Maximum Rent For Restricted Units

The maximum contract rent charged cannot exceed the most current HOME rent limits published by HUD for the Chicago-Naperville-Joliet, IL area depending on the income level of the applicant. We will give you the updated rent limits each year.

If your tenants pay the utilities (except for telephone and cable television), the maximum contract rent that may be charged will be the applicable HOME rent limit minus the cost of all Tenant paid utilities as determined by the Oak Park Housing Authority Annual Utility Schedule. (Attachment A, Rent Limits and Utility Allowances)

Property Owners and their immediate families are not eligible to rent the restricted units.

For all Units

If the rents you charged prior to the submission of the application were less than maximum allowable rents under the program, you may not increase your rents on occupied units, regardless of Tenant Household income, from the pre-rehab rent for a minimum of one year after rehabilitation has been completed.

WHO CAN I RENT TO?

At least 51% of your units must be rented to persons earning less than 80% of the Area Median Income. For those tenants that you believe are income eligible you must submit New Tenant Profile form with required documentation (Attachment F), along with a copy of the lease, to the Housing Programs Division for review at least **5 days** prior to entering into a lease agreement with the new Tenant Household. This applies only at initial occupancy of units that are newly created or for existing units that were vacant at the time of rehabilitation. At the conclusion of their lease, you must recertify the tenant's continued eligibility. At the lease renewal time, if the tenant is no longer income eligible, you cannot refuse to renew their lease but rather your next vacant unit must be rented to an income eligible household if you have not reached your required number of restricted units otherwise. If a household's income increases above 80% of the Area Median Income, the tenant must pay monthly rent of no more than 30% of the household income.

CAN I USE MY OWN LEASE?

You can use your own lease. However, the lease must contain the tenant protections set forth in paragraph 41 of the sample lease (Attachment G) and the lease cannot contain any of the following prohibited lease terms:

- Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with lease
- Statement that the owner can confiscate tenant property
- Statement excusing owner from legal responsibility
- Statement that owner does not have to give notice when instituting a law suit

- Statement that owner may evict a tenant without a civil court proceeding
- Agreement by the tenant to waive rights to a jury trial
- Agreement by the tenant to waive rights to appeal a court decision
- Agreement by the tenant to pay attorney's fees if the tenant wins in a court case.

You should submit a copy of your lease to the Housing Programs Division for review. All leases must have the Oak Park Model Lease Addendum. (Attachment H)

HOW SHOULD I MARKET MY UNITS?

During the term of the affordability period, you are required to make a good faith effort to affirmatively market the units in their building with the cooperation and assistance of the Village of Oak Park and its designated Marketing Agent, the Oak Park Regional Housing Center. You should work with the Oak Park Regional Housing Center to complete an Affirmative Housing Marketing Plan for your building. (Attachment I). You will be required to submit your Marketing Plan prior to closing of your loan. You are required to list all vacancies with the Village's Marketing Agent. The Village's Marketing Agent will waive all fees to the building owner for their marketing services. You will remain responsible for credit checks, security deposit procedures, and the final determination of renting to all tenants. You must process all tenant applications in the order in which they are received consistent with Federal, State and Local Fair Housing Laws. Any Fair Housing Complaints should be referred to the Housing Programs Manager and the Director of Community Relations.

WILL MY UNITS BE INSPECTED?

At project completion, all CDBG assisted and non CDBG assisted units and common areas must comply and continue to comply at a minimum with Housing Quality Standards guidelines. During the Affordability Period, properties will be inspected at year 2 after project completion and in year 4 after project completion.

Certificate of Receipt of SRP Owner Manual

I hereby certify that I received a copy of the SRP Owner Manual. I understand that it is my responsibility to read the entire manual and if I have any questions or need clarifications, I should immediately contact the Village of Oak Park’s Housing Programs Manager for an explanation or further clarification.

Name

Date



Income and Rent Limits - 2010

The Village of Oak Park
 Village Hall
 123 Madison Street
 Oak Park, Illinois 60302-4272

708.383.6400
 Fax 708.358.5114
 www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

Income Limits

Below are the Low and Moderate Income Limits determined by the U S Department of Housing and Urban Development for Cook County for **2010**. TOTAL HOUSEHOLD INCOME must be below these limits to qualify for affordable housing units.

Household Size	50% of AMI (Low Income)	80% of AMI (Moderate Income)
1	\$26,300	\$42,100
2	\$30,050	\$48,100
3	\$33,800	\$54,100
4	\$37,550	\$60,100
5	\$40,600	\$64,950
6	\$43,600	\$69,750
7	\$46,600	\$74,550
8	\$49,600	\$79,350

Rent Limits

Below are the Low and High HOME Program Rent Limits determined by the U S Department of Housing and Urban Development for Cook County for **2010**. Maximum rents are determined by the Household Size and Income from the table above. Applicable allowances for TENANT PAID UTILITIES must be deducted from these amounts to determine the total maximum rent that can be charged for each housing unit. See the Utility Allowances on the reverse side.

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
High HOME Rent – 50%-80% AMI	\$790	\$896	\$1,015	\$1,235	\$1,364	\$1,486	\$1,609
Low HOME Rent – Below 50% AMI	\$660	\$706	\$848	\$980	\$1,093	\$1,206	\$1,319

Income and Rent Limits shown above are for 2010. The 2011 Income and Rent Limits will be provided when available.

Utility Allowances

The following monthly allowances for all **TENANT PAID UTILITIES** are to be deducted from the HOME Rent Limits listed above to determine the allowable monthly rent. Deduct all allowances that apply for each affordable housing unit. Allowances are determined by the Oak Park Housing Authority for **2010**.

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
ELECTRIC SERVICE FOR APARTMENTS							
Lights	\$20	\$24	\$30	\$34	\$36	\$40	\$43
Cooking (Electric Stove)	\$19	\$22	\$25	\$30	\$36	\$38	\$40
Electric Water Heater	\$33	\$41	\$49	\$57	\$64	\$74	\$82
Heating	\$60	\$60	\$102	\$126	\$148	\$172	\$195
ELECTRIC SERVICE FOR A HOUSE OR DUPLEX							
Lights			\$32	\$36	\$37	\$40	\$43
Cooking (Electric Stove)			\$26	\$31	\$37	\$38	\$40
Electric Water Heater			\$50	\$58	\$65	\$74	\$82
Heating			\$103	\$127	\$149	\$172	\$195
NATURAL GAS SERVICE FOR AN APARTMENT, HOUSE OR DUPLEX							
Cooking Gas	\$17	\$19	\$20	\$20	\$21	\$22	\$23
Gas Water Heater	\$22	\$22	\$24	\$25	\$27	\$29	\$30
Heating Gas	\$38	\$44	\$55	\$61	\$72	\$82	\$92
HEATING OIL							
Heating Oil			\$125	\$152	\$194	\$221	\$249
TENANT OWNED APPLIANCES							
Tenant Owned Range	\$15	\$15	\$15	\$15	\$15	\$15	\$15
Tenant Owned Refrigerator	\$19	\$19	\$19	\$19	\$19	\$19	\$19
WATER SERVICE, SEWER AND TRASH REMOVAL							
Water and Sewer			\$59	\$72	\$92	\$105	\$188
Trash Removal		\$17	\$17	\$17	\$17	\$17	\$17

Utility Allowances shown above are for 2010. The 2011 Utility Allowances will be provided when available.



Application

The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

Project Information

Building Address	_____	Application Date	_____
No. of Units before Rehabilitation	_____		
No. of Units after Rehabilitation	_____		
No. of Units Currently Occupied	_____		
SRRP Funding Request	_____	_____	_____
	Project Total		Per Unit

Describe the proposed improvements to be made to the property

Owner Information

Name(s)	_____	Phone	_____
Address	_____	Mobile	_____
	_____	Fax	_____
	_____	Email	_____
<input type="checkbox"/> Individual Owner	<input type="checkbox"/> Partnership		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Purchaser		
<input type="checkbox"/> Beneficiary of Trust:			
Trustee	_____	Trust No.	_____
		Date of Trust	_____
Owner Taxpayer ID:	_____	_____	_____
	SSN		FEIN

Other Properties owned by the applicant:

Development Information**Unit Size Information**

	Number of Units	Average Square Footage
Studio/Efficiency		
1 Bedroom		
2 Bedroom		
3 Bedroom		
4 Bedroom		
Other (Specify)		
TOTAL		

Building Type:

Single Family Home 2-Flat 3-Flat 4-Flat 6-Flat Other _____

Equipment Included in each Unit:

Range Refrigerator Disposal Microwave
 Dishwasher Window Treatments Washer/Dryer Air Conditioning

Are there any commercial facilities in the property?

Yes No

If yes, please describe:

Has this building participated in any Village of Oak Park Housing Program in the past?

Yes, date last participated _____ No

Tenant Information

Is the building completely vacant? Yes No

If yes, when was the building last occupied? _____

If partially vacant, how many units are vacant? _____ of _____ total units

NOTE: Complete the attached Existing Tenant Profile form for each resident currently residing in the building. If there are any residential or commercial tenants residing in the building, read the attached information on Relocation and URA. This information is very important and can have a large impact on your project's feasibility.

Financing Information

Funding Sources

Name of Lender or Source, Contact Person and Telephone Number	Amount of Loan	Interest Rate	Amortization Period (Years)	Loan Term (Years)	Annual Debt Service
First Mortgage					
Second Mortgage					
Third Mortgage					
TOTALS					

Project Income

Unit Address/Number	No. of Bedrooms	Current Monthly Rent	OFFICIAL USE ONLY Max. HOME Rent
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Parking Income		\$	\$
Total Monthly Income		\$	\$

Utilities

Utilities	Type (Gas or Elec.)	Included In Rent? Y or N	FOR OFFICIAL USE ONLY Utility Allowance per Month					
			Studio	1 BR	2 BR	3 BR	4 BR	Other
Cooking			\$	\$	\$	\$	\$	\$
Heating			\$	\$	\$	\$	\$	\$
Hot Water			\$	\$	\$	\$	\$	\$
Lighting			\$	\$	\$	\$	\$	\$
Air Conditioning			\$	\$	\$	\$	\$	\$
Water			\$	\$	\$	\$	\$	\$
Sewer			\$	\$	\$	\$	\$	\$
Trash			\$	\$	\$	\$	\$	\$
Other			\$	\$	\$	\$	\$	\$
TOTAL Tenant Paid			\$	\$	\$	\$	\$	\$



Landlord/Owner General Release

The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

I (we), _____ hereby authorize the Village of Oak Park Housing Programs Division or its designated agents to obtain and receive all records and information pertaining to eligibility for the Small Rental Property Rehabilitation Loan Program, including employment, income (including IRS returns), credit, residency, and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the Village of Oak Park Housing Programs Division the right to request all information that I (we) can or could obtain from any persons, company, or firm on any matter referred to above. I (we) agree to have no claim for defamation, violation of privacy, or otherwise against any person, firm or corporation by reason of any statement or information released by them to the Village of Oak Park Housing Programs Division for purpose of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

I (we) further agree that if Village of Oak Park Code Administration officials make an inspection of my home or building as part of my loan application, I (we) agree to correct any violations whether or not the loan is approved.

Privacy Act Notice: This information is to be used by the Village of Oak Park Housing Programs Division or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval may be delayed or rejected.

Subscribed and Sworn to before me this

_____ day of _____, 20__

Signature

Signature

Notary Public

Address

Date

Tenant Name

Address

Oak Park, Illinois 6030__

Dear Mr./Ms. _____,

_____ (Landlord/Owner) _____, is interested rehabilitating the property you currently occupy at _____ (building address) _____ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Village of Oak Park Small Rental Property Rehabilitation Program.

The purpose of this notice is to inform you that you **will not** be displaced in connection with the proposed project.

If the project application is approved and federal financial assistance provided, you may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, the owner of your building will make suitable housing available to you and will reimburse you for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income.

If federal financial assistance is provided for the proposed project, you will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the owner's determination, if you feel that your application for assistance was not properly considered.

(*NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs.

If you have any questions about this notice or the proposed project, please contact:

Tammie Grossman
Housing Programs Manager
The Village of Oak Park
123 Madison St.
Oak Park, IL 60302-4272
Phone: 708 358-5411
Fax: 708 358-5114
tgrossman@oak-park.us

Sincerely,
The Village of Oak Park

Tammie Grossman
Housing Programs Manager



Tenant Profile Form

The Village of Oak Park
 Village Hall
 123 Madison Street
 Oak Park, Illinois 60302-4272

708.383.6400
 Fax 708.358.5114
 www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

This form must be completed for each tenant

 Building Address

 Application Date

 Owner/Applicant

Unit Characteristics

 Tenant Name

 Unit No.

 No. of Years at this Address

 No. of Habitable Rooms (exclude hallways and bathrooms)

 No. of Bedrooms

 Monthly/Weekly Rent Presently Paid by Tenant

 Proposed Rent After Rehabilitation
 (Must be less than or equal to the applicable HOME rent
 less tenant paid utilities)

Monthly Rent Subsidized \$ _____ By Whom _____

Average Monthly Utilities \$ _____ Lights, Heat, Water and Sewer \$ _____

- Tenant Pays Utilities Utilities Included in Rent

Tenant Characteristics - to be completed by the Tenant

List All Persons Living in this Unit:

Head of Household:				
Name	Relationship	Gender	Birth Date	Age



Tenant General Release

The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

I (we), _____ hereby authorize the Village of Oak Park Housing Programs Division or its designated agents to obtain and receive all records and information pertaining to my eligibility for renting a Small Rental Property Rehabilitation Loan Program assisted unit, including employment, income (including IRS returns), credit, residency, and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the Village of Oak Park Housing Programs Division the right to request all information that I (we) can or could obtain from any persons, company, or firm on any matter referred to above. I (we) agree to have no claim for defamation, violation of privacy, or otherwise against any person, firm or corporation by reason of any statement or information released by them to the Village of Oak Park Housing Programs Division for purpose of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

Privacy Act Notice: This information is to be used by the Village of Oak Park Housing Programs Division or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective tenant may be delayed or rejected.

Subscribed and Sworn to before me this

_____ day of _____, 20__

Signature

Signature

Notary Public

Address

NOTICE OF NONDISPLACEMENT
TO RESIDENTIAL TENANT

(date)

Dear _____:

On ___(date)___, the Village of Oak Park, notified you of proposed plans to rehabilitate the property you currently occupy at (address)_____ for a project which could receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant program. On ___(date)___, the project was approved and will receive federal funding. Repairs will begin soon.

- **This is a notice of nondisplacement.** You will not be required to move permanently as result of the rehabilitation.

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the household's average monthly gross income
2. If you must move temporarily so that the rehabilitation can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Of course, you must continue to comply with the terms and conditions of your lease.

This letter is important to you and should be retained. If you have any questions, please contact:

Tammie Grossman
Housing Programs Manager
The Village of Oak Park
123 Madison St.
Oak Park, IL 60302-4272
Phone: 708 358-5411
Fax: 708 358-5114
tgrossman@oak-park.us

Sincerely,
The Village of Oak Park

Tammie Grossman
Housing Programs Manager



New Tenant Profile Form

The Village of Oak Park
 Village Hall
 123 Madison Street
 Oak Park, Illinois 60302-4272

708.383.6400
 Fax 708.358.5114
 www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

This form must be completed for each new tenant and submitted with a copy of the lease at least five days before lease commencement.

 Building Address

 Application Date

 Owner/Rental Agent

Unit Characteristics - to be completed by the Owner/Applicant

 Name of Tenant

 Unit No.

 No. of Habitable Rooms (exclude hallways and bathrooms)

 No. of Bedrooms

 Monthly Rent (Must be less than or equal to the applicable HOME rent less tenant paid utilities)

Monthly Rent Subsidized \$ _____ By Whom _____

Average Monthly Utilities \$ _____ Lights, Heat, Water and Sewer

Tenant Pays Utilities Utilities Included in Rent

Tenant Characteristics - to be completed by the Tenant

List All Persons Living in this Unit:

Head of Household:				
Name	Relationship	Gender	Birth Date	Age

APARTMENT LEASE SMALL RENTAL PROPERTIES PROGRAM

LEASE SUMMARY				
DATE OF PREPARATION	TERM OF LEASE		MONTHLY PAYMENT TO OWNER	SECURITY DEPOSIT
	BEGINS	ENDS	RENT : _____	\$ _____
	12:01 am	Midnight	PARKING : _____	Other Deposits
			SPACE NO. _____	\$ _____
			OTHER : _____	for _____
			(SPECIFY) _____	\$ _____
			TOTAL : _____	for _____
<u>RESIDENT</u>		<u>OWNER</u>		
NAME :				
UNIT :				
BUILDING :				
ADDRESS :				
DEVELOPMENT:				
ATTACHMENTS: (if none, write "none")		OTHER OCCUPANTS:		
*For each occupant other than Resident, indicate that person's name and relationship to Resident.				
THIS LEASE SUMMARY IS A PART OF THIS LEASE.				

1. **Lease.** Owner hereby leases to Resident the parking space, if any, and the Unit in the Building identified in the Lease Summary for the term as set forth therein in accordance with the provisions and conditions set forth herein.

2. **Rent.** Resident shall pay Owner at Owner's address as identified above, or at such place as may be designated by the Owner, in advance by the first day of each month the total monthly payment as set forth above, additional payments and rental surcharges as provided for in this Lease.

3. **Utility Service.** A) Owner agrees to provide the following utilities and services at no additional cost to Resident:

Owner will not be responsible for failure to furnish such services and utilities by reason of any cause beyond Owner's control.

B) Resident shall furnish the following utilities and services at Resident's own expense:

4. **Security Deposit.** Resident has deposited with Owner a security deposit in the amount shown in the Lease Summary to secure performance of every agreement and covenant of Resident in this Lease. The deposit may be applied by Owner toward reimbursement for any costs incurred by Owner due to Resident's violation of this Lease, including nonpayment of rent. In the event the deposit is applied for such reimbursement, Resident shall provide Owner with such additional amount as is required to replace the amount applied within 10 days after notice by Owner. However, Resident's liability for breaches of this Lease is not limited to the amount of Resident's security deposit.

Resident is obligated to pay rent for the term of the Lease and the security deposit is not to be used as the final month's rent. Resident's failure to pay rent, even if a security deposit will satisfy all amounts due, constitutes a default by Resident. Owner shall make annual payment to Resident of any interest on the security deposit as provided by law on the security deposit.

Owner shall inspect the Unit after Resident has permanently vacated the Unit. The Owner shall permit the Resident to be present during the inspection if the Resident so requests in writing prior to the time Resident permanently vacates the Unit. Owner shall mail or transmit to Resident a written, itemized statement of needed repairs, including the costs and repairs already made by Owner, except for those arising from ordinary wear and tear for which Resident is not responsible. Within 45 days after Resident vacates the Unit, Owner shall return to Resident his/her security deposit with interest as may be required by law, less any deductions Owner is entitled to make. However, deductions for repairs shall be made only for those needed repairs mentioned in this paragraph for which there is a receipt or other written evidence of the costs. Photocopies of the receipts or other written evidence of the costs shall be sent to Resident as provided by law.

It is the responsibility of Resident to immediately advise Owner in writing of Resident's new mailing address. In the event the Lease is executed by more than one Resident, the Owner may forward the amount of the refunded security deposit to any Resident on the Lease. It shall be the responsibility of the Residents to apportion the refunded security deposit.

5. **Fixtures.** All cabinets, window fixtures, plumbing fixtures, electrical fixtures and appliances in the Unit on the date the Lease is executed by Owner are part of the Unit and leased at no extra charge to Resident along with the Unit. Owner agrees to provide the additional fixtures and services specified in the Lease Summary at the monthly cost to Resident shown in the Lease Summary.

6. **Storage.** Resident at Resident's sole risk may use reasonable space, if available, as determined by Owner without charge, in the storerooms provided by Owner as an accommodation to Resident for storage. However, if storage containers are used, Resident shall cause them to be closed, secured and appropriately identified by tagging or other means to facilitate their ready handling by others before any such containers are placed in storerooms. Resident recognizes that Owner may require, in accordance with its rules and regulations, storage containers or sufficient identification for handling for all articles placed in storerooms. If any representative of Owner shall, at the request of Resident or members of Resident's household, move, handle or store any of Resident's articles in said storerooms or remove any of same, then and in such case, such representative shall be deemed the agent of Resident. Consequently, the Owner shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith unless caused by the negligence or willful misconduct of the Owner or such representative of the Owner. Resident shall not store flammable materials, liquids, or any other items which would create a danger to other people, to the Building or be in violation of the applicable municipal code.

7. **Lease Application.** The application for this Lease and all representations contained therein are made a part of this Lease and Resident warrants that the information given by Resident in the application is true. Any material misrepresentations made by Resident in the application shall constitute a material non-compliance with the terms of the Lease and shall be a basis for the Owner to terminate this Lease and repossess the Unit as provided by law, after Owner gives Resident 10 days written notice of said material noncompliance.

8. **Family Certification and Rental Surcharges.** Resident agrees that income, family composition and other eligibility requirements shall be deemed substantial and material in determining the obligations of Resident's tenancy with respect to the amount of rent due under the Lease and Resident's right of initial occupancy.

Resident agrees that a recertification of income, family composition and other eligibility requirements shall be made to Owner at least once every year from the date of this Lease or less frequently upon written approval of Owner; provided, however, that Resident shall be recertified at any time at Resident's request. Resident agrees that Owner may divulge the information received to the VILLAGE OF OAK PARK. Resident acknowledges that Owner and the VILLAGE OF OAK PARK have the right to seek verification of all representations made by Resident during recertification.

The foregoing notwithstanding, Owner and Resident agree that if at the time of recertification Resident's income exceeds the maximum provided under applicable rules and procedures of VILLAGE OF OAK PARK, Resident shall be permitted to remain in occupancy only upon payment of a rental surcharge in accordance with a schedule of surcharges approved from time to time by VILLAGE OF OAK PARK. Resident agrees that failure to pay such surcharge shall constitute a material breach of this Lease.

If Resident fails to provide the required recertification information and documentation to Owner on or before the date specified by Owner, such failure shall constitute a material breach of the Lease, then Owner may impose penalties, including terminating the Lease and/or increase the monthly payment amount due from Resident as permitted by VILLAGE OF OAK PARK. Upon completion of recertification, Resident shall pay Owner the difference (retroactively) between his/her rent before recertification and the adjusted rent following recertification. Owner agrees to meet with Resident, if Resident so requests, to discuss any changes resulting from the recertification process.

9. **Rent Adjustment.** Owner shall give Resident 45 days written notice before any increase in Resident's monthly payment becomes effective. The notice from Owner to Resident shall state the amount of the increase, the new monthly amount Resident is to pay, and the effective date of the increase. Resident may, by giving Owner thirty (30) days' advance written notice, terminate the Lease prior to the effective date of the increase.

10. **Use of Apartment - Subletting.** Resident shall personally use and occupy the Unit solely as a private dwelling for herself/ himself and those individuals whose names are set forth in the Lease Summary. Unless with the prior written approval of Owner, Resident shall not sublet or rent the Unit or any part thereof unless Owner is required to permit Resident to sublet by law. Resident shall not permit the Unit or any part thereof to be used by any additional occupant (except for a child new to the family), and shall not transfer or assign this Lease. Failure to comply with these limitations within 10 days after written notice by Owner shall be a material noncompliance with the terms of this Lease and shall constitute grounds for Owner at its option to terminate the Lease and repossess the Unit as provided by law.

11. **Alterations, Additions, Fixtures.** Resident shall not make alterations, additions or improvements, or install in the Unit or on any part of the Development Property major appliances or devices of any kind, or interior decorations including but not limited to wallpaper, contact paper or any materials, without, in each case, the prior written consent of Owner. All alterations and additions, except fixtures installed by Resident, shall remain as part of the Unit unless Owner elects that Resident shall restore the Unit to its original condition, in which case, Resident shall restore the Unit in its original condition, ordinary wear and tear excepted.

12. Condition of Unit. Resident acknowledges that except for work Owner has agreed in writing to perform, the Unit meets with Resident's approval and that Resident is satisfied with the present physical condition of the Unit. Resident agrees to take good care of the Unit, including fixtures, and keep it in a clean and sanitary condition complying with all laws, and health and safety requirements. Resident agrees not to waste utilities and services furnished by Owner; not to use utilities, services or equipment for any improper or unauthorized purpose; and not to place signs or fences in or about the Unit or Development Property without the prior written consent of Owner. If such consent is obtained, Resident agrees, upon termination of the Lease, at the option of Owner, to remove such signs or fences without damage to the Unit or Development Property.

13. Damage To Unit Or Development Property. Resident shall not cause any waste or damage to the Unit, Building or other property of the Development. In the event Resident, a family member of Resident or any other persons under the control of Resident, or person permitted to be on the Development Property by Resident causes any damage, Owner may apply Resident's security deposit towards Owner's costs to repair the damage. Upon written notice from Owner, Resident shall immediately remit to Owner an amount equal to the repair expense. The notice from Owner shall be in writing and shall itemize the needed repairs and repairs made and the costs. Owner shall then credit the amount received towards Resident's security deposit up to the amount previously deducted from Resident's security deposit with the excess being retained by Owner. The failure of Resident to pay Owner within 10 days after notice from Owner, shall be a material noncompliance with the terms of the Lease and shall constitute a basis for the termination of this Lease.

14. Prohibited Illegal Activities. Resident shall not engage in any illegal conduct including, but not limited to, drug related criminal activities, unlawful possession or use of a weapon, and threats or acts of violence, while on or near the Development Property. Furthermore, Resident shall not suffer or permit any member of Resident's family, any person occupying Resident's Unit, any guest of Resident or any other person associated with Resident from engaging in illegal conduct while on or near the Development Property. Nor shall Resident suffer or permit the Unit to be used for, or to facilitate criminal activity, nor permit, suffer or allow the Unit to contain illegal drugs, weapons or stolen property. Resident shall be responsible for the conduct of all persons residing with, or visiting Resident. The failure of Resident to comply with the terms of this paragraph is a material noncompliance with the terms of this Lease and shall constitute a basis to terminate this Lease. Proof of a violation of Lease under this paragraph shall not require a criminal conviction but shall be established by a preponderance of the evidence.

15. Additional Resident Obligations. Resident shall:

- (a) Maintain the Unit in the same condition as when initially occupied with the exception of ordinary wear and tear, and maintain the Unit in a decent, safe and sanitary condition. Provide access to Owner for required Annual Comprehensive Decent, Safe and Sanitary Inspections to be conducted, and for reasonable maintenance and extermination.
- (b) Refrain from acts or practices which disturb neighbors including, but not limited to, playing loud music and having loud parties; or cause any waste or damage to the Unit or Development Property.
- (c) Notify Owner of any condition in the Unit or building which Resident believes to be dangerous to the health or safety of Resident or other Residents.
- (d) Not use or store in the Unit or Building or on the Development Property any flammable or explosive substances.
- (e) Place garbage and refuse inside containers provided by Owner and not litter the Development Property.
- (f) Properly use and operate all appliances, electrical, gas and plumbing fixtures.
- (g) Not place in the Unit or on the Development Property any furniture, plants, animals, or any other things which harbor insects, rodents or other pests.

(h) Not bring into the Unit or onto the Development Property materials which cause a fire hazard or safety hazard and do not comply with the requirements of Owner's fire insurance carrier. Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or anything that will increase the Owner's insurance premiums on the Development Property.

(i) Use all facilities of the Development for their intended purposes including but not limited to, using parking facilities only for parking of vehicles and not for their repair or maintenance.

(j) Provide for the proper supervision of Resident's children and guests.

(k) Notify Owner of any mechanical systems, appliances, fixtures, doors, windows or security devices which are broken or not in good working order.

16. Additional Owner Obligations. Owner shall be responsible for the following duties in addition to those set forth elsewhere, without additional cost to Resident.

(a) Maintaining an exterminating service for the Unit and the Unit's Building which shall include the control of vermin and the elimination of rodents from Units and common areas.

(b) Installing and maintaining functioning locks on all doors leading from the Unit to the outside or to common areas in the Building and leading from common areas to the outside.

(c) Maintain the Unit and Development Property in a decent, safe and sanitary condition in accordance with the standards established by VILLAGE OF OAK PARK and the applicable local codes. Conduct a Section 8 Housing Quality Standard inspection annually.

(d) Installing and maintaining adequate illumination in the common areas of the Development Property.

(e) Arrange for collection and removal of trash and garbage.

(f) Maintain all equipment and appliances in good working order.

(g) Make necessary repairs with reasonable promptness.

17. Resident's Possessions. Owner is not an insurer of Resident's person or possessions. Resident agrees that all of the Resident's property in the Unit or elsewhere on the Development Property shall be at the risk of Resident, and that Resident may carry such insurance as Resident deems necessary therefor. Resident further agrees that except for instances of negligence or intentional acts or omissions of Owner, its agents and employees; the Owner, or its agents and employees shall not be liable for any damage to the person or property of Resident or any other person occupying or visiting the Unit or Development.

18. Keys and Locks. The Resident agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Owner. If the Owner approves the Resident's request to install such locks the Resident agrees to provide the Owner with a key for each lock. When this Lease ends, the Resident agrees to return all keys to the Unit to the Owner. The Owner may charge the Resident \$25.00 for each key not returned.

19. Rules and Regulations. The rules and regulations given by Owner to Resident on or before the date of preparation of this Lease as stated in the Lease Summary shall be a part of this Lease. Resident covenants and agrees to keep and observe the rules and regulations and such future rules and regulations as may reasonably be required by Owner for the necessary, proper and orderly care of the Unit, Building and Development Property. Owner shall publish and send to each Resident, at least 30 days before said rules and regulations are effective,

a copy of such future rules and regulations. Owner shall enforce all rules and regulations given to Resident against all Residents in the Building and on the Development Property.

20. Access by Owner. Owner shall retain duplicate keys to the Unit and Owner or its agents shall have access to the Unit in an emergency. In the absence of an emergency, Owner will enter Resident's unit for inspection or to make necessary repairs or alterations either in the Unit or in the Building after giving Resident 24 hours written notice. In the event that Resident has not renewed the Lease or has given Owner notice of her/his intent not to renew the Lease, Owner shall have the right, during the last 30 days of the term of the Lease, to show the Unit to prospective residents during the hours of 9:00 A.M. to 7:00 P.M.

21. Subordination. This Lease is subject to all present or future mortgages or deeds of trust affecting the Unit and Resident hereby appoints Owner as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgages or deeds of trust affecting the Unit.

22. Condemnation. In the event the Unit or the Building or any part hereof is taken by condemnation by the United States, the State of Illinois or any other governmental agency or authority, this Lease shall be terminated at the option of Owner 30 days after written notice to Resident and Resident hereby specifically waives any right to any portion of the award received as damages, except such portion, if any, as relates to relocation of Resident.

23. Fire and Casualty. If the Unit becomes untenable by reason of fire, explosion or other casualty, Resident or Owner may at her/his option terminate this Lease 24 hours after written notice to the other party and rent paid with respect to the period after such termination shall be returned to Resident. However, this paragraph shall not relieve Resident of her/his obligation to pay rent under this Lease if an act or omission for which Resident is responsible caused the Unit to become untenable. In the event the Lease is not terminated, rent shall not accrue until the Unit is repaired so that Resident can occupy the Unit.

24. Surrender of Unit. Upon termination of this Lease, Resident shall return the keys and quit and surrender the Unit, in as good order and condition as it was at the beginning of the term, reasonable wear and tear excepted. Resident shall surrender all appliances in clean condition and good working order, reasonable wear and tear excepted. If the Unit is not so surrendered, Resident shall make good to Owner all damage which Owner suffers by reason thereof, and shall indemnify Owner against all claims made by any succeeding resident against Owner founded upon delay by Owner in delivering possession of the Unit to such succeeding resident, so far as such delay is occasioned by failure of Resident to surrender the Unit and appliances in timely manner or proper condition.

25. Holdover Residents. If Resident fails to surrender possession of the Unit upon termination of this Lease, Resident shall be deemed a "holdover" and for each day Resident continues to occupy the Unit after termination Resident shall pay as damages a sum equal to twice the Total Monthly Payment to Owner divided by 30. The acceptance of the damages pursuant to this paragraph shall not constitute rent nor shall it be a waiver by Owner of any damages under this Lease or of any right of re-entry.

26. Abandonment. If Resident shall abandon the Unit, voluntarily or involuntarily prior to termination, the same may be re-entered by Owner, let for such rent and upon such terms as Owner may deem reasonable. The Resident shall be and remain liable for any deficiency in rent, any expenses incident to such reletting, as well as any damages which Owner may have sustained by virtue of Resident's use and occupancy of the Unit. For the purpose of this paragraph, a Unit is abandoned when rent has not been paid for at least 30 days after time due and there are not or have not been any visible signs of Resident's occupancy during this period.

27. Action by Owner upon Default - Right of Re-Entry. Except as may be specifically provided herein, should Resident at any time during his/her occupancy of the Unit fail to pay the monthly rent when due, or should Resident violate any of the other terms, provisions or conditions of this Lease, or any rules or regulations now or hereafter adopted by Owner for the Unit, Building or Development Property, Owner shall have the right and

option, after providing notice to Resident as provided by law, to terminate the tenancy and re-enter and take possession of the Unit as provided by law.

28. Remedies of Owner upon Termination. In the event this Lease shall be terminated by Owner pursuant to any provision of this Lease other than lapse of time, provided proper notice is given, or as a result of condemnation:

(a) Resident shall pay Owner any rent then due, together with all expenses incurred in the removal of the property and effects of Resident or other occupants from the Unit.

(b) Owner may relet the Unit for such rent and upon such terms as Owner may deem reasonable, Resident shall remain liable for any deficiency in rent and Resident shall be liable for all reasonable expenses incurred by Owner in reletting the Unit.

(c) Owner shall in no event be liable to Resident for failure to relet the Unit or, in the event that the Unit is relet, for failure to collect the rent due under such reletting. Any such failure to collect the rent due under such reletting shall not release or affect Resident's liability. Owner agrees to make all reasonable efforts to relet the Unit and collect rent due under such reletting.

(d) Owner's rights and remedies under this Lease are cumulative. The use of one or more thereof shall not exclude or waive any other right or remedy under this Lease, at law or in equity.

29. Opportunity to Cure. Anything to the contrary herein notwithstanding, if Owner terminates this Lease, Resident shall not be liable for rent for the period after Resident has vacated the premises unless Resident has been given a written notice permitting Resident to cure the default within 10 days (except 5 days for non-payment of rent) after notice is sent to Resident. The notice shall specify the facts concerning the default or breach and shall advise the Resident to respond to Owner if Resident disputes the facts contained in the notice. This paragraph shall not apply if Owner is unable to give written notice to Resident as a result of Resident's vacatur of the Unit.

30. No General Waiver; No Election of Remedies. No waiver of any breach of the covenants, provisions or conditions contained in this Lease shall be construed as a waiver of the covenant itself or of any subsequent breach thereof; and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

31. Lead-Based Paint. If the Unit was constructed prior to 1978, Owner is required to provide Resident with the notice required by The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 and its regulations, 24 C.F.R., part 35; The Residential Lead-Based Paint Hazard Reduction Act of 1992 and its regulations; and any other applicable laws and regulations pertaining to lead-based paint poisoning. The notice is to be given to Resident prior to the signing of the Lease. The notice is to include a statement that the Building may contain lead-based paint, a description of the hazards of lead-based paint, the symptoms and treatment of lead-based paint poisoning, and the precautions to be taken to avoid lead-based paint poisoning.

32. Lease Binding on Heirs, Successors. To the extent permitted by law, this Lease shall be binding upon, and inure to Owner's and Resident's respective successors, heirs, executors, administrators and, to the extent provided herein, assigns, and the other occupants listed in the Lease Summary.

33. Plurals. The words "Owner" and "Resident" herein shall be construed to mean "Owners" and "Residents" in case more than one person constitutes either party to this Lease.

34. Notices. All notices shall be either delivered in person to a person over the age of twelve years old or mailed through the United States Postal Service postage prepaid. Notices to Owner shall be signed by Resident and addressed to Owner at the address for Owner shown in the Lease Summary. Notices to Resident shall be signed by Owner and addressed to Resident at the Unit or a more current address. Notices mailed are deemed

received 2 days after deposit in a United States Postal Service mailbox. Each notice shall fully set forth the effect(s) of such notice under this Lease, the event(s) that gave rise to the issuance of such notice and the provision(s) of this Lease to which notice relates.

35. **VILLAGE OF OAK PARK Consent.** The printed terms of this form of lease may not be altered without the prior written consent of VILLAGE OF OAK PARK.

36. **Partial Invalidity.** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining portions thereof.

37. **Compliance with Federal, State, and local law.** This Lease shall be governed by the laws of the State of Illinois and shall be construed in conformity and compliance with all laws, ordinances, rules, regulations and codes of the federal government, State of Illinois, and the municipality having jurisdiction over the Development.

38. **Discrimination.** Owner shall not discriminate against Resident in the provision of services, or in any other manner, on the grounds of race, color, creed, religion, sex, age, national origin, handicap, marital or familial status, or because the Resident is receiving governmental assistance.

39. **Pets.** Resident is not allowed to keep a pet in the Unit or on the Development Property unless the rules or regulations of the Owner permit pets, or if Resident is permitted to keep a pet in the Unit pursuant to applicable laws. In the event Resident is permitted to keep a pet, and does so elect, Resident shall immediately notify Owner in writing as to the type of pet being kept by Resident. The Resident shall not allow the pet to injure or disturb other persons in the Building or on the Development Property, and Resident shall take all steps reasonably necessary to prevent the pet from causing any damage to the Unit or other Development Property.

The Owner has the right to establish rules and regulations governing the keeping of pets and shall promptly advise Resident of such rules and regulations. Resident agrees to act in compliance with the rules and regulations of Owner pertaining to the keeping of pets. The Owner may require the Resident to pay an additional sum, to be credited towards Resident's security deposit, which is reasonable in relation to the potential damage which may be caused by the pet. Resident shall promptly pay the additional sum upon written notice from Owner. In no event shall the additional amount to be deposited towards the security deposit due to the keeping of a pet exceed \$300.00.

40. **Attorney Fees.** In the event either party to this Lease initiates litigation in order to enforce the terms of this Lease, the successful party shall be entitled to collect from the other party its reasonable attorney's fees, court costs and other costs incurred by the successful party as a result of the litigation.

41. **Termination of Tenancy.**

(a) To terminate this Lease at the end of a lease term, the Resident must give the Owner 30 days written notice before moving from the Unit.

(b) Any termination of this Lease by the Owner must be carried out in accordance with Federal, State and local laws, and the terms of this Lease. The Owner may terminate this Lease only for:

(1) the Resident's substantial breach of or material noncompliance with the terms of this Lease;

(2) the Resident's material failure to carry out obligations under any State or local Landlord-Tenant Act;
or

(3) other good cause, which includes but is not limited to the Resident's refusal to accept the Owner's proposed changes to this Lease. Terminations for "other good cause" may only be effective as of the end of any

initial or successive term. "Other good cause" shall include but not be limited to Resident's breach of the terms of this Lease if such breach is not a substantial breach or a material non-compliance with the terms of this Lease; or is not a material failure to carry out obligations under any State or local Landlord-Tenant Act.

(c) If the Owner proposes to terminate this Lease, the Owner agrees to give the Resident at least thirty (30) days' prior written notice of the proposed termination. Notices of proposed termination must be given in accordance with any time frames set forth in any applicable Federal, State and local laws.

(d) A substantial breach of or material noncompliance with this Lease includes, but is not limited to nonpayment of rent beyond any grace period available under State law; failure to reimburse the Owner within 30 days for repairs made under paragraph 13 of this Lease; repeated late payment of rent; permitting unauthorized persons to live in the Unit; serious or repeated damage to the Unit or Development Property; creation of physical or other hazards; serious or repeated violations of the Lease that disrupt the livability of the Building, adversely affect the health or safety of any person or have an adverse financial impact upon the Building or Owner, interfere with the management of the Building or interfere with the rights and quiet enjoyment of other residents; knowingly giving the Owner false information regarding income or other factors considered in determining the Resident's rent; failure of the Resident to timely supply all required information on income, family composition, and other eligibility factors of the Resident household, including failure to meet the disclosure and verification requirements for social security numbers and failure to sign and submit wage and claim consent forms.

42. Change in Rental Agreement. The Owner may, with the prior approval of VILLAGE OF OAK PARK, change the terms and conditions of this Lease. Any changes will become effective only at the end of the initial term or a successive term. The Owner must notify the Resident of any change and must offer the Resident a new Lease or an amendment to the existing Lease. The Resident must receive the notice at least 60 days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing the new Lease or the amendment to the existing Lease and returning it to the Owner. The Resident may reject the changed terms and conditions by giving the Owner written notice that he/she intends to terminate the tenancy. The Resident must give such notice at least 35 days before the proposed change will go into effect. If the Resident does not accept the changes or amendment to the Lease, the Owner may require the Resident to move from the Unit as provided in the existing Lease.

43. Penalties for Submitting False Information. If the Resident deliberately submits false information regarding income, family composition or other data on which the Resident's eligibility or rent is determined, the Owner may, with VILLAGE OF OAK PARK approval, require the Resident to pay the market rent for as long as the Resident remains in the Unit.

44. Contents of this Lease. This Lease and its Attachments make up the entire agreement between the Resident and the Owner regarding the regulations associated with the leasing and occupancy of the Unit.

45. Charges for Late Payments and Returned Checks. If the Resident does not pay the full amount of the rent by the end of the 5th day of the month, the Owner may collect a fee of no more than \$25.00 per month as additional rent or such amount as established by local laws, if any, whichever is greater. Further, the Owner may elect to collect a fee of \$25.00 as additional rent for any dishonored payment.

46. Owner/Resident Compliance. Owner and Resident agree to fully cooperate and comply with any applicable rules, regulations or directives issued by VILLAGE OF OAK PARK.

47. Owner's Authorized Agent: A duly appointed management company or property manager may act in behalf of Owner in enforcing the terms of this Lease.

48. Definitions:

UNIT: Shall mean the Unit to be occupied by Resident pursuant to this Lease.

BUILDING: Shall mean the Building which contains the Unit to be occupied by Resident pursuant to this Lease.

DEVELOPMENT PROPERTY: Shall mean the real and personal property owned by Owner, including the Unit and Building Resident resides in, which are a part of this particular Development.

DEVELOPMENT: Shall include the real and personal property of Owner and all aspects of the maintenance, management and operation of said property which pertain to the Unit to be occupied by Resident and adjoining property which comprises the entire housing project owned by Owner.

Oak Park Model Lease Addendum

Address «ADDRESS»

Unit Number

Term of the Lease

1. **LANDLORD'S DUTY TO MAINTAIN** Landlord, at all times during the term of the lease, shall maintain the premises in substantial compliance with all applicable provisions of the Oak Park Housing Code and Municipal Code and shall promptly make any and all repairs necessary to fulfill this obligation.
2. **NOTICE OF CODE VIOLATIONS** Landlord agrees to provide to tenant in writing at the time of entering into this Lease, or at any time subsequent, a list of any code violations in litigation affecting the dwelling and common areas. The Landlord shall not, however, be required to provide the Tenant with a list of code violations, which are not in litigation. The tenant may request and obtain from the Village, without interference or objection from the landlord, a list of any code violations, which have been cited by the Village of Oak Park during the previous 12 months for the tenant's dwelling unit.
3. **NOTICE OF UTILITY SHUT-OFFS** The landlord agrees not to remove any legally posted notice of intent by any utility provider to terminate water, gas, electrical or other utility service to the apartment or common areas caused by the landlord's actions. Landlord shall also promptly disclose any information requested by a tenant as to the type of service to be terminated, the intended date of termination, and whether the termination will affect the apartment, the common areas or both.
4. **LOCK-OUT PROHIBITED** Landlord, or any person acting at landlord's direction is prohibited from knowingly ousting or dispossessing or threatening or attempting to oust or dispossess tenant from the apartment without authority of law by plugging, changing, adding or removing any lock or latching device, or by blocking any entrance, removing any door or window, interfering with the services to the apartment (including electricity, gas, hot or cold water, plumbing, heat or telephone service), or by removing tenant's personal property, removing or incapacitating appliances or fixtures (except for making necessary repairs), or by use of threat of force, violence or injury to tenant's person or property, or by any act rendering the apartment or any part thereof or any personal property located therein inaccessible or uninhabitable.

A lockout is not where (1) landlord acts in compliance with the laws of Illinois to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict tenant and tenant's property; or (2) landlord acts in compliance with the laws of the State of Illinois pertaining to distress for rent; or (3) landlord interferes temporarily with possession only as necessary to make needed repairs or inspections provided by law, or (4) tenant has abandoned the dwelling unit.
5. **RETURN OF SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** With regard to lease agreements entered into on or after June 1, 1990, the landlord shall, within 45 days after the date that tenant vacated the apartment, return to tenant the security deposit or any balance thereof and the required interest thereon; provided however, that landlord may deduct from the security deposit and interest due thereon for the following:
 - A. any unpaid rent; and/or
 - B. a reasonable amount necessary to repair any damage caused to the premises by tenant or any person under tenant's control or on the premises with tenant's consent, reasonable wear and tear excluded.
In the case of such damage, landlord shall deliver or mail to the last know address of tenant within 30 days an itemized statement of the damages caused to the premises and the estimated or actual cost for repairing each item on that statement, attaching copies of the paid receipts for the repair and replacement. If the estimated cost is given, landlord shall furnish tenant with copies of paid receipts or a certification, if the work was performed by landlord's employees, within 30 days from the date the statement showing the estimated cost was furnished to tenant.
6. **INTEREST ON SECURITY DEPOSIT IN APARTMENT BUILDING WITH 4 OR MORE UNITS** As of December 6, 1993, interest shall be computed at a rate equal to the interest paid by the state's largest commercial bank, as measured by its total assets, on minimum deposit passbook savings accounts as of December 31 of the calendar year immediately preceding the inception of the rental agreement.
7. **LANDLORD PROHIBITED FROM WAIVING LIABILITY FOR DAMAGES CAUSED BY NEGLIGENT ACTS OF LANDLORD, AGENT, SERVANTS, EMPLOYEES IN A LEASE** The parties agree that nothing contained in this Lease Agreement shall be construed by either party as a waiver of the landlord's liability for damages caused by the negligent acts of the landlord or the landlord's agents, servants or employees.

8. **RETALIATORY CONDUCT BY LANDLORD PROHIBITED** Landlord may not knowingly terminate this lease, increase rent, decrease services, bring or threaten to bring a lawsuit against tenant for possession or refuse to renew this lease because the tenant has in good faith complained of code violations applicable to the premises to a government agency, elected representative, or a public official charged with responsibility for code enforcement.

9. **TENANT'S DUTY TO TAKE REASONABLE STEPS TO KEEP DWELLING UNIT IN A SAFE AND SANITARY CONDITION** Tenant, at all times during the term of the lease, shall take all reasonable steps to keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which the tenant occupies or over which has exclusive possession, and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations and keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise or reasonable care in the proper use and operation thereof, and in a safe and proper operation of all electrical fixtures and convenience outlets in such dwelling unit.

The parties agree to request an inspection by the appropriate Village inspector, (Health, Fire, Building, Housing or Animal Control) whenever a dispute or question arises as to either party's maintenance or operational responsibilities under the provisions of the Village's codes. The initial request for an inspection may be made by calling the Village Hall at 708-358-5440 and requesting the appropriate department.

10. **OVERNIGHT PARKING** Except in areas specifically designated by the Village for on-street overnight permit parking, night parking is prohibited on all Village streets from 2:30 am to 6:00 am. The tenant is responsible for providing a legal parking space for tenant's vehicle during those hours to the extent such parking is not provided by the landlord. The tenant may contact the Village permit office at 358-PARK for assistance in this regard.

11. **PETS** The Village requires a current license and rabies inoculation for (a) all dogs and (b) all cats, which are allowed to run at large. It shall be unlawful for an owner to permit a dog, except on a leash controlled by the owner or any other responsible person authorized by the owner, to use or be upon any public street, sidewalk, parkway, public area or unenclosed premises within the Village. No leash shall be longer than eight feet (8') in length. The owner of every animal shall be responsible for removal and any sanitary disposition of any excreta deposited by his animal(s) anywhere in the Village. When accompanying the animal outside his premises, he shall have on his person suitable means for the removal of such excreta.

No person shall keep or permit more than one cat (if allowed to run at larger) or two cats (who are not allowed out-of-doors) and one dog in any unit of a multi-family residence within the Village.

12. **NOTICE OF PESTICIDE APPLICATION** In accordance with Section 20-10-4B of the Oak Park Village Code, whenever pesticides are to be applied by a commercial applicator indoors in a residential building containing one or more residential rental or condominium units, the applicator shall notify the occupants by placing markers or other notice on the front and rear entrances to the residential portions of such buildings at least two days prior to the application. Whenever pesticides are to be applied in individual rental or condominium dwelling units in a residential building, commercial and non-commercial applicators shall provide notice to the occupant by mail or by placing the notice under the door of such unit at least two days prior to the application. The marker or notice for the front and rear entrances and the individual unit shall be the same and shall include the statement: "Warning-Pesticide Application" and shall state the date of the application and phone number, along with the words "For Further Information." Detailed information on the pesticide application shall be available through the posted phone number prior to the date of application.

13. **TENANT'S HANDBOOK** The Oak Park Tenant's Handbook is available to tenants free of charge in the Community Relations Division located in the Village Hall at 123 Madison Street, 708-358-5423. The handbook is an aid to new tenants in acclimating them to life in the Village. The handbook describes general landlord and tenant rights and responsibilities, while acquainting tenants with laws which are unique to Oak Park, including the Human Rights Ordinance, the Housing Code and on-street parking ban. It also provides directories, maps and lists of government, community and civic organizations.

(Landlord) Date

(Tenant) Date

(Tenant) Date

**Village of Oak Park
SMALL RENTAL PROPERTY REHABILITATION PROGRAM
AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

**SRP #
PROPERTY ADDRESS**

I. INTRODUCTION

The Village of Oak Park Small Rental Property Rehabilitation Program (“the Village”) requires that each multifamily development, receiving loan financing from the Village and/or participating in a HUD multifamily housing program, carry out a marketing program to attract prospective tenants of all minority and non-minority groups within the housing market area regardless of race, color, religion, sex, disability, familial status or national origin. In addition to any general marketing activities, each development must carry out an affirmative marketing program. These affirmative marketing efforts are to be directed toward the group(s) that, because of the development’s location or other factors, is considered to be the ‘least likely’ to apply for housing at the development. The marketing program must also include outreach efforts to all persons with disabilities. In addition, those developments with accessible or adaptable apartments are to include, in their marketing program, specific outreach efforts to persons with physical disabilities. The specifics of this marketing program are detailed below.

II. OWNER AND DEVELOPMENT INFORMATION

A. OWNER

Company Name	Contact Person		
Address	City	State	Zip
Telephone Number	E-mail Address		

B. PROPERTY MANAGEMENT COMPANY

Firm Name	Contact Person		
Address	City	State	Zip
Telephone Number	E-mail Address		

C. DEVELOPMENT DATA

Name

Street Address

City

Zip

County

Census Tract

Telephone Number

E-mail Address

Number of Apartments

Rental Range: From \$ to \$

Development Type: (Check One) Elderly Family

Special Needs (describe) Other (describe)

Approximate Starting Dates: General Advertising Occupancy

Describe the Market Area

III. DIRECTION OF SPECIAL MARKETING ACTIVITIES

A. MINORITY GROUP(S)

Indicate below, the racial or ethnic group(s) found in the development's primary market area that, because of the development's location or other factors, is least likely to apply for the housing without special outreach efforts.

White (non-Hispanic)

Black/African American

American Indian/Alaskan Native

Asian

Hispanic/Latino

Native Hawaiian/Pacific Islander

B. OTHER POPULATION GROUP(S)

Indicate below, population group(s) that, because of the availability of accessible or adaptable designed apartments and/or apartments with more than two bedrooms, will be the focus of special outreach efforts.

Persons with Physical Disabilities

Families with Children (if applicable)

IV. MARKETING PROGRAM

Indicate the means to be used in advertising the general availability of this housing as well as special outreach efforts.

A. COMMERCIAL MEDIA

Newspaper(s)/Publication(s) Radio T.V. Billboards

Other (specify)

*(The fair housing logo or slogan **and** the wheelchair logo must be used in all newspaper ads, publications and signage.)*

Names of Newspapers, Radio or T.V. Stations	Reader / Audience	Size and Duration of Advertising
--	----------------------	-------------------------------------

B. COMMUNITY CONTACTS

If a community group/organization is to be used as part of the general or special outreach marketing efforts, it is expected that contact with the group/organization listed below will be established and maintained throughout the initial marketing campaign and subsequent marketing efforts. Provide the following information for each contact, if more space is needed, attach an additional sheet.

1. Name of Group/Organization
2. Street Address
3. City, State & Zip Code
4. Identification of Audience to be Reached
5. Approximate Date of Contact or Proposed Contact

Group I

Group II

C. MARKETING ACCESSIBLE AND ADAPTABLE APARTMENTS

Those developments with accessible or adaptable apartments are to indicate below what specific outreach efforts will be employed to attract persons with physical disabilities, within the development's targeted population, to the accessible or adaptable apartments.

Specify:

D. ADDITIONAL MARKETING ACTIVITIES

1. BROCHURES AND SIGNS

- a. Will brochures, leaflets, or handouts be used to advertise?

Yes No

Please attach a copy of all printed materials to be used as part of marketing program or submit when available. (The fair housing logo must be present in all printed material.)

- b. Will there be a project site sign? Yes No

If yes, will the development's logo be present? Yes No

(If a development logo will be displayed, the fair housing logo, of equal size, must also be present.)

- c. Will the project have any of the following: Rental Office Model

(The Fair Housing Poster must be conspicuously displayed in all areas where rentals and showings take place.)

2. Other Activities

(specify)

V. EXPERIENCE AND STAFF TRAINING

A. EXPERIENCE

Have the on-site staff had any experience in marketing housing to the minority group(s) and/or other population group(s) indicated above in Section III? Yes No

If yes, please provide the following information on the two most recent examples:

Development Name; Date of Marketing Effort; Population Group

Example #1

Example #2

B. TRAINING

Staff training is to include: Fair housing laws and regulations, outreach and Affirmative Fair Housing Marketing Plan implementation. Please indicate below how this is to be accomplished.

VI. SIGNATURES AND APPROVAL

OWNER

Name

Title

Signature

Date

**MANAGING/
MARKETING
AGENT**

Name

Title

Signature

Date

THE VILLAGE OF OAK PARK

Name

Title

Signature

Date

INSTRUCTIONS FOR THE AFFIRMATIVE MARKETING PLAN

I. INTRODUCTION AND GENERAL INSTRUCTIONS

The Village of Oak Park Small Rental Property Rehabilitation Program requires that each multifamily development carry out a marketing program to attract prospective tenants of all minority and non-minority groups within the development's market area regardless of race, color, religion, sex, disability, familial status or national origin. Describe, on this form, the marketing activities proposed to be carried out both during advance marketing, initial rent-up and on-going marketing.

Complete Form and Submit To:

**Tammie Grossman
Housing Programs Manager
The Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302**

In addition to any general marketing activities, each development must develop and implement an affirmative marketing program. These affirmative marketing efforts are to be directed toward the group(s) that, because of the development's location or other factors, is considered to be the 'least likely' to apply for housing at the development. These groups include Whites (non-Hispanic), Blacks (non-Hispanic), American Indians/Alaskan Natives, Hispanic, Asian and Native Hawaiian/Pacific Islanders. The affirmative marketing efforts should assure that any group(s) of persons, not likely to apply for the housing without special outreach efforts, is aware of the housing, feels welcome to apply and will have the opportunity to rent.

The affirmative marketing program must also include outreach efforts to persons with disabilities. In addition, those developments with accessible or adaptable apartments are to include specific outreach efforts to persons with physical disabilities. All of the special outreach efforts are to be described in this document.

The Village may at any time monitor the implementation of the plan and request modification in its format or content, where the Village deems necessary. The Village has contracted with the Oak Park Regional Housing Center to act as its designated marketing agent. The Housing Center will assist you with affirmatively marketing your building.

II. OWNER, AGENT AND PROJECT IDENTIFICATION

PARTS A & B – Self-explanatory

PART C – Development Name, Address, Number of Apartments & Rental Range(s) are self explanatory.

Census tract information may be obtained from the Housing Programs Division.

Telephone Number: This should be the number at the rental office, located at the development. If there is not an office at the development, the number should represent where the general public can obtain rental information about the development.

E-mail address: If there is not an E-mail address at the property, please indicate 'N/A'.

Development Type:

1) If the development is to serve exclusively, tenants who have special needs such as, homeless, aids victims, mentally ill, battered women, etc, please select the Special Needs box and describe the population to be housed.

Dates: Specify approximate starting date of general marketing activities and the anticipated date of initial occupancy.

Market Area: Provide general geographic boundaries of the development's primary market area.

III. DIRECTION OF MARKETING ACTIVITY

PART A – Minority Groups

Considering factors such as cost of the housing, the racial/ethnic characteristics of the neighborhood in which the housing is (or is to be) located, the population within the housing market area, and public transportation routes, etc. indicate which group(s) you believe are least likely to apply without special outreach.

PART B – Other Population Groups

Indicate other segments of the population that, because of the design of the development, will be the focus of special outreach efforts.

IV. MARKETING PROGRAM

Describe the marketing program to be used to attract all segments of the eligible population; especially those groups designated in Section III of the plan as least likely to apply. The following are suggestions for your marketing program. Please complete those portions that you plan to use. If none of the suggestions fits your marketing needs, please attach your own marketing program.

PART A – Commercial Media:

Provide:

1. The type of media to be used (indicate all that apply)

2. The names of newspapers and the call letters of the radio and T.V. stations.
3. Reader / Audience Identification: Identify the audience of the media. For example, White (non-Hispanic), Black (non-Hispanic), Hispanic, Asian, Native Hawaiian/Pacific Islander, American Indian/Alaskan Native. For any media where identification with more than one group is likely, insert MIXED.
4. The size and duration of newspaper advertising or the length and frequency broadcast advertising.

PART B -- Community Contacts

Provide the requested information regarding individuals or organizations that are well known in the market area or locality that can influence persons within either those groups considered least likely to apply or groups of individuals with a special need for the housing. Such contacts may include, but need not be limited to: neighborhood, minority and women's organizations, Centers for Independent Living (CILS), churches, labor unions, employers, public and private agencies.

PART C – Accessible & Adaptable Apartments

Explain what efforts will be made to attract applicants with physical disabilities to the development. Include any publications or organizations utilized. Please indicate N/A if the development has no accessible or adaptable apartments.

PART D – Additional Marketing Activities

Provide information regarding any additional printed materials and signage to be used as marketing tools.

V. EXPERIENCE AND STAFF TRAINING

PART A – Experience

Indicate whether the marketing staff has previous experience in marketing housing to group(s) identified in Section III. Provide basic information about the previous experience.

PART B – Training

Describe the instructions and training given to or to be given to rental staff. This guidance must include information regarding Federal, State and local fair housing laws and this Affirmative Fair Housing Marketing Plan. Indicate the organization providing the training. Copies of any written materials used should be submitted with the plan. The Oak Park Regional Housing Center can assist you with providing training to you and your staff. In addition, you should attend the Village of Oak Park's annual Management Seminar or make alternative arrangements to view the seminar.



Tenant Receipt for Lead Paint, Fair Housing and Displacement Materials

The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.358.5114
www.oak-park.us
housing@oak-park.us

Small Rental Property Rehabilitation Program

This form must be completed for each tenant

Building Address

Owner/Applicant

Tenant Information

Tenant Name

Unit No.

CERTIFICATION

I have received copies of the pamphlets:

Protect Your Family From Lead In Your Home, by the U. S. Environmental Protection Agency,

Fair Housing, Equal Opportunity for All, by the U. S. Department of Housing and Urban Development

Relocation Assistance to Tenants Displaced from Their Homes, by the U. S. Department of Housing and Urban Development

I understand that these documents inform me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received these materials before any work began.

Signature of Tenant

Date

Signature of Tenant

Date

If you have any questions, please contact the Housing Programs Division at 708 358 5410

Simple Steps To Protect Your Family From Lead Hazards

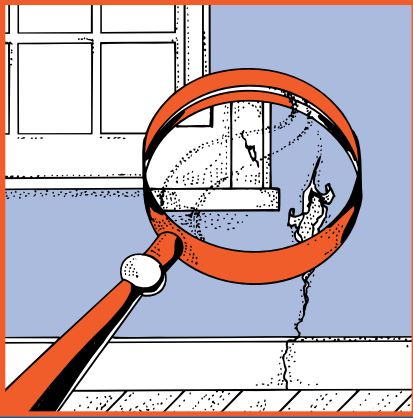
If you think your home has high levels of lead:

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



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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



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



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



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

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

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

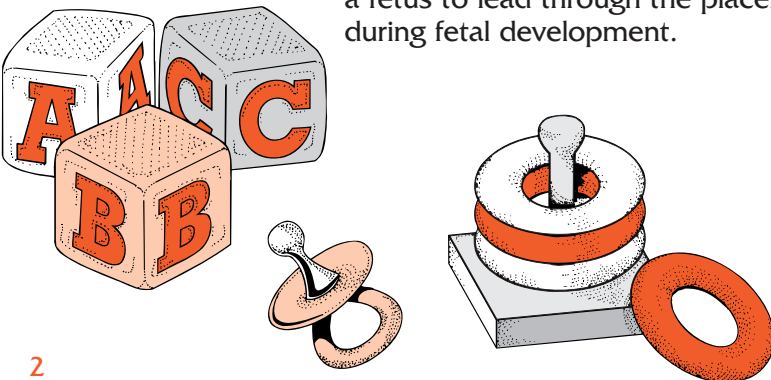
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

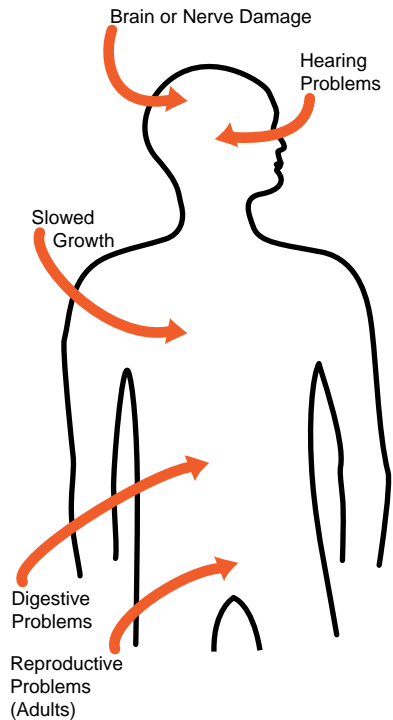
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

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

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

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

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

Identifying Lead Hazards

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

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

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

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

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) 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. The following two federal standards have been set for lead hazards in residential soil:

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

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

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

Checking Your Home for Lead

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



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

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

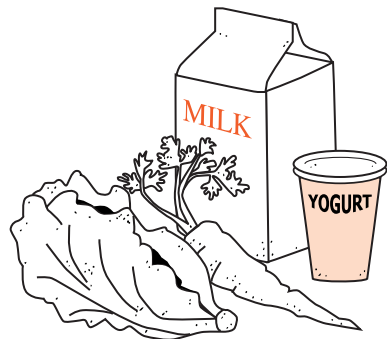
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

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

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



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

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

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

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

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

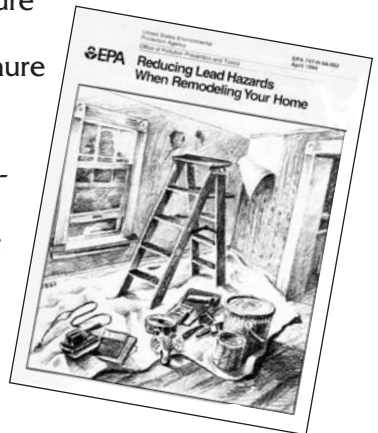
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



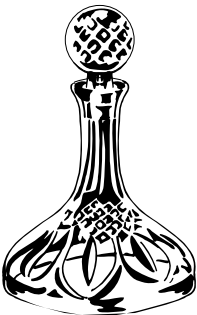
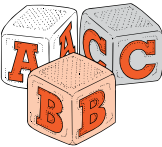
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

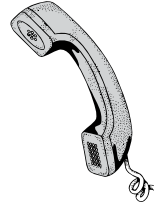


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in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

For More Information

The National Lead Information Center

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

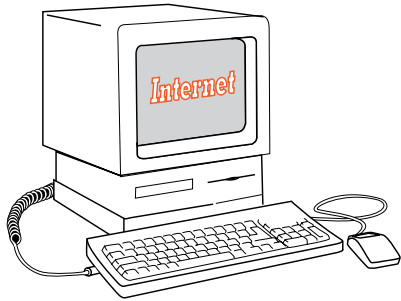


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

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

EPA Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

CPSC Regional Offices

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

Eastern Regional Center

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

Western Regional Center

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

Central Regional Center

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

HUD Lead Office

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

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

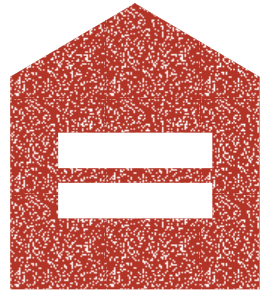
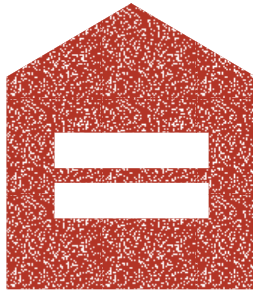
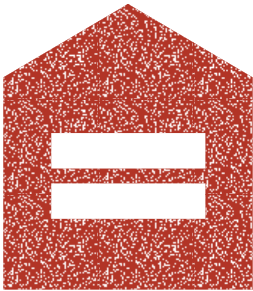
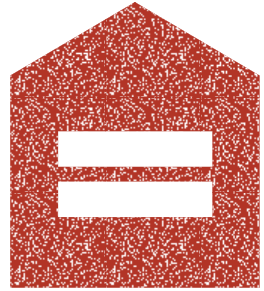
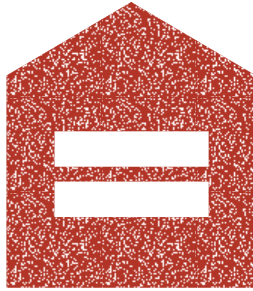
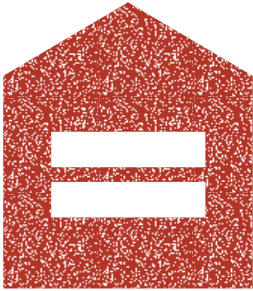
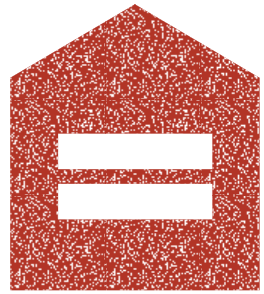
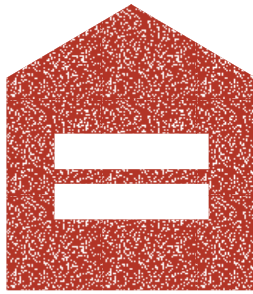
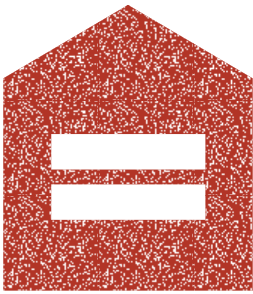
U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



Fair Housing

Equal Opportunity for All



Please visit our website: www.hud.gov/fairhousing

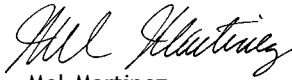
Fair Housing - Equal Opportunity for All

The rich diversity of our people, coupled with the unity of spirit upon which this nation was founded, is America's true strength. We are a nation that celebrates equality of opportunity, which makes it all the more disturbing when new immigrants, minorities, families with children, and people with disabilities are denied housing because of unfair housing discrimination.

The Department of Housing and Urban Development enforces the Fair Housing Act and the other federal laws that prohibit discrimination and the intimidation of people in their homes. These laws cover virtually all housing in the United States - private homes, apartment buildings, and condominium developments - and nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Landlords who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. The Department of Housing and Urban Development is committed to ensuring that for everyone seeking a place to live, *all* housing is Fair Housing.



Mel Martinez
Secretary

Contents

The Fair Housing Act	1
What Housing Is Covered?	1
What Is Prohibited?	1
Additional Protection If You Have A Disability	3
Housing Opportunities for Families	5
If You Think Your Rights Have Been Violated	6
What Happens When You File A Complaint?	10
Does the U.S. Department of Justice Play A Role?	11
What Happens After A Complaint Investigation? ...	12
In Addition	13

U.S. Department of Housing and Urban Development
Secretary Mel Martinez
451 7th Street, S.W.
Washington, DC 20410-2000

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
 - National origin
 - Religion
 - Sex
 - Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
 - Handicap (Disability)
-

What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

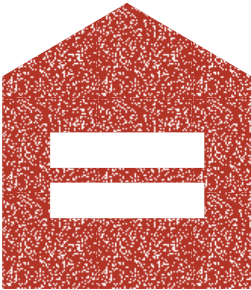
- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
 - Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap (disability). This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.
-



Additional Protection If You Have A Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability your landlord may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

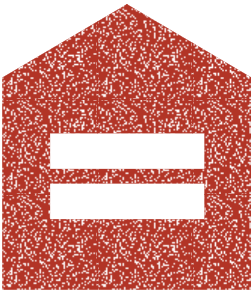
However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings: In buildings that are ready for first occupancy after March 13, 1991, and have an elevator or four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchen and bathrooms that can be used by people in wheelchairs

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.



Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

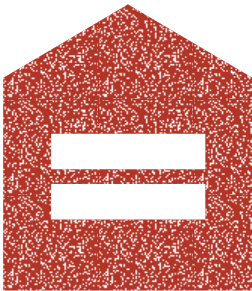
- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988 to continue living in the housing, regardless of their age, without interfering with the exemption.



If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may write a letter or telephone the HUD office nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation

Where to Write or Call: Send a letter to the fair housing office nearest you, or if you wish, you may call that office directly. (The direct dial and TTY numbers for the deaf/hard of hearing users are not toll free.)

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:

NEW ENGLAND OFFICE **(*Marcella_Brown@hud.gov*)**

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453

For New Jersey and New York:

NEW YORK/NEW JERSEY OFFICE **(*Stanley_Seidenfeld@hud.gov*)**

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927

*For Delaware, District of Columbia,
Maryland,
Pennsylvania, Virginia, and West Virginia:*

**MID-ATLANTIC OFFICE
(Wanda_Nieves@hud.gov)**

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 656-0662 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450

*For Alabama, the Caribbean, Florida, Georgia,
Kentucky, Mississippi, North Carolina,
South Carolina, and Tennessee:*

**SOUTHEAST/CARIBBEAN OFFICE
(Gregory_King@hud.gov)**

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654

*For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:*

**MIDWEST OFFICE
(Barbara_Knox@hud.gov)**

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-6236 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143

*For Arkansas, Louisiana, New Mexico,
Oklahoma, and Texas:*

SOUTHWEST OFFICE

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

GREAT PLAINS OFFICE

(Robbie_Herndon@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972

*For Colorado, Montana, North Dakota,
South Dakota, Utah, and Wyoming:*

ROCKY MOUNTAINS OFFICE

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
633 17th Street
Denver, CO 80202-3607
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248

For Arizona, California, Hawaii, and Nevada:

PACIFIC/HAWAII OFFICE
(Charles_Hauptman@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Phillip Burton Federal Building
and U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102-3448
Telephone (415) 436-8400 or 1-800-347-3739
Fax (415) 436-8537 • TTY (415) 436-6594

For Alaska, Idaho, Oregon, and Washington:

NORTHWEST/ALASKA OFFICE
(Judith_Keeler@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185

*If after contacting the local office nearest you,
you still have questions - you may contact HUD
further at:*

U.S. Department of Housing
and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users; see above list for the HUD office *nearest* you.
 - Interpreters
 - Tapes and braille materials
 - Assistance in reading and completing forms
-

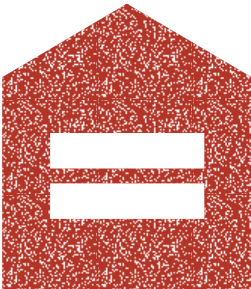
What Happens When You File A Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

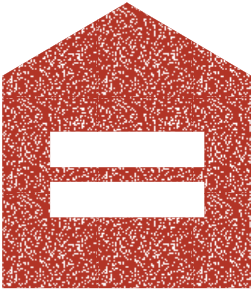
- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Conciliation: HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals: If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.



Does the U.S. Department of Justice Play A Role?



If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the United States Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

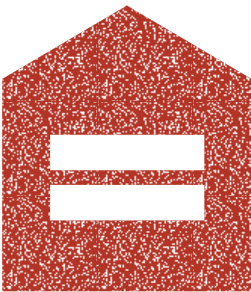
What Happens After A Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing: If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALJ) will consider evidence from you and the respondent. If the ALJ decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$11,000 for a first violation, \$27,500 for a previous violation within the preceding five year period and \$55,000 for two or more previous violations within the preceding seven years.
- To pay reasonable attorney's fees and costs.

Federal District Court: If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALJ, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.



In Addition

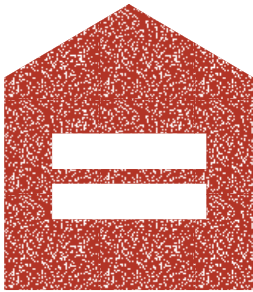
You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD fair housing office nearest you. See the list of Fair Housing Enforcement Centers on page 6-9.



**U.S. Department of Housing
and Urban Development**
Room 5204
Washington, D.C. 20410-2000

HUD-1686-FHEO
January 2002



RELOCATION ASSISTANCE TO TENANTS DISPLACED FROM THEIR HOMES

Introduction

This booklet describes the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) to tenants displaced from their homes. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which Federal funds are used.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. Ask your questions before you move. Afterwards, it may be too late.

Summary of Relocation Assistance

As an eligible tenant displaced from your home, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.

- **Payment for Moving Expenses.** You may choose either a:
 - **Payment for Your Actual Reasonable Moving and Related Expenses, or**
 - **Fixed Moving Expense and Dislocation Allowance.**

- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement home, you may choose either:
 - **Rental Assistance, or**
 - **Purchase Assistance.**

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

General Questions

How Will I Know I Am Eligible For Relocation Assistance?

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

How Will The Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have To Move?

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

What Is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) your present home.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are physically handicapped, is free of any barriers which would preclude your reasonable use of the unit.

Will The Agency Help Me Find A Replacement Home?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes.

The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you become eligible for relocation assistance, the Agency will inform you of such unit and the maximum payment available.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Agency will offer you appropriate transportation to inspect these units.

If you would like to move to government-owned housing or obtain a Section 8 "housing voucher" or "certificate," let the Agency representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance. You will be given assistance in completing any required application forms.

What If I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, before you rent or buy, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

What If I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

What Is a Payment For Actual Reasonable Moving and Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).

- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

What Is A Fixed Moving Expense And Dislocation Allowance?

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an allowance which is based on the number of rooms in your home or the number of rooms of furniture you will be moving, as shown on a schedule. The Agency has a copy of the schedule and will help you decide whether choosing this allowance is in your best interest.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

How Much Rental Assistance Will I Receive?

You may be eligible to receive Rental Assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. However, the Agency may elect to provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income.

Examples: Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case your "base monthly rent" would be \$210 because that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the Agency will extend this period for good cause.

If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.

Example: Assuming the information in the prior examples, the downpayment assistance payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utilities cost for a comparable replacement home (\$350). The full amount of the payment must be applied to the purchase of the replacement dwelling.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for each relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g., a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. You should be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must rent (or buy) and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

Will I Have To Pay Rent To The Agency Before I Move?

If the Agency acquires the property in which you live, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

Do I Have To Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should

check with the State or local income tax office in your area or with your personal tax advisor.

What If I Don't Receive The Required Assistance. Can I Appeal?

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

I Have More Questions. Who Will Answer Them?

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative. Call your local HUD office for assistance. Go to www.hud.gov to find out about your local HUD office.

HUD-1042-CPD

(Previous Edition Obsolete)