



St. Clair County PHA
Housing Choice Voucher Program
Move with Continue Assistance
Briefing Booklet

I ntroduction

The purpose of this booklet is to provide you and your family with information about the move with continued assistance process and program requirements for you to be successful in the program, it is important that you understand your responsibilities. **Please take the time to read the information carefully.**

The Housing Choice Voucher Program Partnership

The HCV program is a joint effort among the PHA, you and your landlord. We each have a set of responsibilities.

PHA's Responsibilities

- Determine program eligibility
- Issue assistance
- Explain the program
- Approval of the request for tenancy
- Pay Housing Assistance to the landlord
- Determine and enforce program compliance by the participant family and landlord

Family's Responsibilities

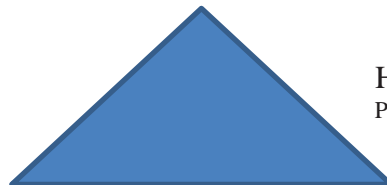
- Provide all information requested by the PHA or HUD that is determined necessary for program participation
- Find suitable housing and submit a request for tenancy approval by the expiration date of voucher issued
- Maintain the unit in accordance with Housing Quality Standards (HQS)
- Comply with the terms and conditions of the lease
- Comply with the family obligations of the HCV program – stated on voucher HUD-52426

Landlord's Responsibilities

- Screen families and determine their suitability as renters
- Comply with fair housing laws
- Make repairs to your unit and maintain the unit in accordance with Housing Quality Standards (HQS)
- Comply with the Housing Assistance Payment Contract (HAP)
- Collect the security deposit, family's monthly portion of rent, and any charges for damages to the unit
- Enforce the lease
- Pay for utilities and services agreed upon in the lease

Voucher
PHA & Family

HAP Contract
PHA & Landlord



Lease
Landlord & Family

Term of the Voucher

The initial term of your voucher is for 60 days with an automatic 60 day extension; 120 days. You must find a rental unit and submit a Request for Tenancy Approval before your voucher expires. If the voucher expires and you have moved from the assisted unit program assistance is terminated and you will have to reapply for the program.

Extensions to the voucher

The PHA will automatically approve one 60-day extension at the time of issuance.

One additional 30-day extension will be approved for the following:

- Reasonable accommodation for a person with a disability
- Portability to another jurisdiction if the voucher is scheduled to expire in less than 30 days
- Circumstances beyond the family's control at the discretion of the PHA

When a Request for Tenancy Approval and proposed lease is received by the PHA, the term of the voucher will be suspended while the PHA processes the request. If the request is denied the family will be provided the time from the date the RFTA was received to the time the request was denied to the term of the voucher expiration date.

Choosing Your Unit

Remember that you will be signing a 12-month lease with the landlord and the unit must pass a Housing Quality Inspection. Make sure that the unit you choose is in good condition. If you select a unit built before 1978, it may contain lead. Make sure you ask questions so you understand what the rent includes, such as utilities and appliances. If you have pets, make sure you understand if the landlord allows pet. Ask about the amount of the security deposit; if you pay the deposit before the tenancy is approved by the Housing Authority the landlord might not refund you the deposit if the tenancy is not approved.

Completing the Approval Process

Once you have found a residence to rent and you and the landlord have agreed to rent the residence under the Housing Choice Voucher Program. The process generally takes 30 days from the date the PHA receives the request for tenancy approval (RFTA) form. If you move into the residence before the PHA approves the tenancy you will be responsible for the full contract rent and/or possibly have to move if the tenancy is not approved.

The following is the approval process:

- 1) **RFTA** - You must submit the request for tenancy approval form including a proposed lease and any other forms required by the Housing Authority by the expiration date of the voucher.
- 2) **Affordability** -The PHA will review the RFTA and proposed lease. An income affordability worksheet will be completed to determine if the requested rent is approvable based on the families' income.

- a. If the PHA determines the requested contract rent is approvable the PHA will contact the landlord to schedule an inspection. The PHA makes every effort to schedule the inspection within two weeks of completing the review of the packet.
 - b. If the PHA determines the rent **is not reasonable** or the applicant cannot afford to rent the residence at the requested amount, the PHA will contact the owner to negotiate the contract rent amount.
 - c. The landlord does not have to accept the lower amount. If the landlord does not agree to the lower amount the PHA will send a lease disapproval letter to the family along with another Request for Tenancy Approval form. The family will need to find another residence to rent under the program before the expiration date of the voucher.
- 3) **Inspection** - The PHA will conduct an inspection with the landlord. The landlord or representative of the landlord must be present at the inspection and the utilities on. If the residence needs repairs, the landlord will be given a list of what needs to be repaired and the PHA will schedule a follow-up inspection within 30 days. Notification of the needed repairs and the re-inspection will be mailed to the landlord. **You should keep in contact with landlord to find out the inspection date and if the unit passed/failed the inspection.**
- 4) **Tenancy approval** - After the unit passes inspection, the PHA will do a final review of the request for tenancy approval, affordability, rent reasonableness determination, and inspection. The PHA will then contact the landlord to determine the effective date of the lease and approve the tenancy.
- 5) **Housing Assistance Payment Contract** – Once the lease is approved the PHA will prepare the Housing Assistance Payment (HAP) Contract for signatures and send the HAP contract to the landlord. Once the signed document is returned to the PHA, the PHA will execute the HAP contract. Housing Assistance Payments will begin and paid to the landlord generally the first of the following month after the contract is executed.

How your rent portion is determined

The PHA will determine the minimum amount you must PAY toward rent and utilities. This amount is called a total tenant payment or TTP. Your TTP is calculated using a formula based on your income. Your TTP will be the higher of the following:

- 10% of your gross monthly income
- 30% of your adjusted monthly income or
- Minimum rent of \$50.00

Your TTP based on the most recent reported and verified income is: 30% _____

Below is the affordability calculation, you must know the following amounts:

Contract Rent \$ _____

Utility Allowance \$ _____

Gross Rent \$ _____ (Contract rent + utility allowance amount)

Payment Standard \$ _____

TTP \$ _____ 40% \$ _____

Lower of Gross Rent or Payment Standard: \$ _____

TTP minus \$ _____

PHA- Housing Assistance Payment equals \$ _____

Contract Rent \$ _____

PHA – Housing Assistance Payment minus \$ _____

Tenant Rent equals \$ _____

Tenant rent and utility allowance cannot be more than 40% of monthly adjusted income. If the amount is more the rent must be lowered by the difference.

Continued Assistance

Your Lease and Voucher Requirements

While receiving assistance from the HCV program, you have certain responsibilities. These responsibilities are called family obligations and can be found on the voucher issued to you at the transfer appointment. If you and your family do not comply with the requirements of the family obligations, program assistance may be terminated. In addition, you must comply with the PHA policies and procedures including complying with the terms of your lease, which includes paying your portion of rent on time monthly.

Reporting Changes to Your Family or Income

You **must report changes in your family composition** (family members) within 30 days. The PHA must approve any additions of anyone living in your unit **prior** to them moving in, unless a birth, adoption, or court awarded custody.

If you previously **reported zero household income or 100% excluded income** (ex. Food stamps) **you must report any monetary and/or non-monetary household income for all members within 30 days.** If the family or income change reported changes your portion of rent, both you and your landlord will be notified in writing. If you fail to report changes regarding who is living in your unit or changes in your household income, if required, program assistance may be terminated and/or you may have to repay housing assistance paid on your behalf back to the PHA.

Changes to Your Lease or Rent

Your landlord may not change the terms of your lease or your rent without notifying and receiving approval from the PHA. This would include requesting a rent increase and changing the responsibility for providing utilities and appliance's. **If your landlord asks you to change your lease or sign a new lease, contact the PHA immediately.**

At the expiration of the lease, the landlord may request a rent increase or require you to sign a renewal lease. The landlord must request a rent increase, in writing, 60 days prior to the effective date of the requested increase. The PHA must approve the rent increase before the landlord can charge the requested increase. **If you sign a renewal lease the PHA requires a copy.**

Attachments: Payment Standard Grid, Utility Allowance Schedule(s)

ST. CLAIR COUNTY PHA

PAYMENT STANDARDS (gross rent = rent + utilities)

HOUSING CHOICE VOUCHER PROGRAM

Effective January 1, 2025

County	0 BR	1 BR	2 BR	3 BR	4 BR
Bates	710	715	939	1222	1593
Benton	677	684	898	1178	1349
Cass 1 Zipcode 64083	1230	1350	1540	2010	2380
Cass 2 Zipcodes 64034, 64082	1600	1760	2000	2610	3090
Cass 3 Zipcodes 64012, 64734	1160	1270	1450	1890	2240
Cass 4 Zipcodes 64080, 64078	1030	1130	1290	1680	1990
Cass 5 Zipcodes 64090, 64725 64701, 64746 64061, 64743 64742, 64747 64739, 64720 64147 & 64030(Jackson)	970	1070	1210	1590	1880
Cedar	661	667	876	1177	1338
Henry	663	667	876	1162	1167
Hickory	594	696	876	1212	1338
Morgan	661	729	876	1162	1167
St. Clair	594	667	876	1060	1338
Vernon	717	723	951	1205	1447

Board Approval: 10.24.2024

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban
Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

(exp. 04/30/2026)

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

Locality/PHA St Clair County Public Housing Authority, MO		Unit Type: Multi-Family (High-Rise/ Apartment/Row House/Semi-Detached/Duplex)				Date (mm/dd/yyyy) 10.01.2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas <i>(avg)</i>	\$26.00	\$30.00	\$34.00	\$39.00	\$44.00	\$48.00
	Bottle Gas	\$48.00	\$55.00	\$65.00	\$73.00	\$81.00	\$91.00
	Electric <i>(avg)</i>	\$15.00	\$18.00	\$23.00	\$29.00	\$35.00	\$41.00
	Electric Heat Pump <i>(avg)</i>	\$13.00	\$16.00	\$18.00	\$21.00	\$23.00	\$25.00
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$4.00	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00
	Bottle Gas	\$6.00	\$6.00	\$10.00	\$14.00	\$18.00	\$20.00
	Electric <i>(avg)</i>	\$4.00	\$5.00	\$7.00	\$9.00	\$12.00	\$14.00
Other Electric	<i>(avg)</i>	\$18.00	\$21.00	\$28.00	\$36.00	\$43.00	\$50.00
Air Conditioning	<i>(avg)</i>	\$6.00	\$7.00	\$9.00	\$12.00	\$14.00	\$17.00
Water Heating	Natural Gas <i>(avg)</i>	\$8.00	\$9.00	\$13.00	\$18.00	\$21.00	\$26.00
	Bottle Gas	\$16.00	\$18.00	\$24.00	\$32.00	\$40.00	\$48.00
	Electric <i>(avg)</i>	\$11.00	\$12.00	\$16.00	\$19.00	\$23.00	\$26.00
	Fuel Oil						
Water	<i>(avg)</i>	\$40.00	\$41.00	\$52.00	\$62.00	\$73.00	\$83.00
Sewer	<i>(avg)</i>	\$40.00	\$41.00	\$52.00	\$63.00	\$74.00	\$85.00
Trash Collection	<i>(avg)</i>	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Other specify: Electric Charge \$25.50 (avg)		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Other specify: Natural Gas Charge \$17.50 (avg)		\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
					Water Heating		
Unit Address					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
(04/2023)

The Nelrod Company 3/2024 Update

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban
Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

(exp. 04/30/2026)

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

Locality/PHA St Clair County Public Housing Authority, MO		Unit Type Single-Family (Detached House/Mobile Home)				Date (mm/dd/yyyy) 10.01.2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas <i>(avg)</i>	\$37.00	\$42.00	\$50.00	\$55.00	\$63.00	\$70.00
	Bottle Gas	\$69.00	\$79.00	\$93.00	\$103.00	\$117.00	\$129.00
	Electric <i>(avg)</i>	\$34.00	\$40.00	\$47.00	\$54.00	\$60.00	\$66.00
	Electric Heat Pump <i>(avg)</i>	\$19.00	\$22.00	\$26.00	\$29.00	\$33.00	\$36.00
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$4.00	\$4.00	\$6.00	\$7.00	\$9.00	\$11.00
	Bottle Gas	\$6.00	\$6.00	\$10.00	\$14.00	\$18.00	\$20.00
	Electric <i>(avg)</i>	\$4.00	\$5.00	\$7.00	\$9.00	\$12.00	\$14.00
Other Electric	<i>(avg)</i>	\$26.00	\$30.00	\$40.00	\$51.00	\$62.00	\$73.00
Air Conditioning	<i>(avg)</i>	\$4.00	\$5.00	\$12.00	\$18.00	\$24.00	\$31.00
Water Heating	Natural Gas <i>(avg)</i>	\$9.00	\$12.00	\$16.00	\$21.00	\$27.00	\$32.00
	Bottle Gas	\$18.00	\$22.00	\$30.00	\$40.00	\$51.00	\$59.00
	Electric <i>(avg)</i>	\$13.00	\$16.00	\$20.00	\$24.00	\$28.00	\$33.00
	Fuel Oil						
Water	<i>(avg)</i>	\$40.00	\$41.00	\$52.00	\$62.00	\$73.00	\$83.00
Sewer	<i>(avg)</i>	\$40.00	\$41.00	\$52.00	\$63.00	\$74.00	\$85.00
Trash Collection	<i>(avg)</i>	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Other specify: Electric Charge \$25.50 (avg)		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Other specify: Natural Gas Charge \$17.50 (avg)		\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range / Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
(04/2023)

The Nelrod Company 3/2024 Update

How Portability Works

What is Portability?

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

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

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



What Happens Next?

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

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA select the receiving PHA for you.

Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

See back for more details

See back for more details

How Portability Works



Before Porting, Things You Should Know

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

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

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

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

See front for more details

Once at the Receiving PHA

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

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

See front for more details

**WEST CENTRAL MISSOURI COMMUNITY ACTION AGENCY
ST. CLAIR COUNTY PHA**

112 West Fourth St.
Appleton City, Missouri 64724
Telephone: 660-476-2185 Fax: 660-476-0175

Notice of Occupancy Rights under the Violence against Women Act

To all Tenants and Applicants

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

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

Protections for Tenants-If you are receiving assistance under the Housing Choice Voucher Program you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. If you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher Program, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control) or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household-The Housing Provider (HP) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. When the evicted abuser or perpetrator is the sole tenant that has established eligibility for assistance under the program, HP must allow the tenant, who is or has been a victim, and other household members to remain in the unit for a period-of-time. The purpose would be to allow the victim time to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction

procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

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

OR

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

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking-HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the

request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

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

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

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice. If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality-HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

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

- You give written permission to HP to release the information on a time limited basis.

- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

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

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated-You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

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

Other Laws-VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice-You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with St. Louis HUD Field Office.

For Additional Information-You may view a copy of HUD's final VAWA rule at

<https://www.federalregister.gov/documents/2014/10/20/2014-24284/violence-against-women-act>

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact the St. Clair County PHA at 606-476-2185.

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

**WEST CENTRAL MISSOURI COMMUNITY ACTION AGENCY
ST. CLAIR COUNTY PHA**

112 West Fourth St.
Appleton City, Missouri 64724
Telephone: 660-476-2185 Fax: 660-476-0175

Notice of Occupancy Rights under the Violence against Women Act

The St. Clair County PHA has provided the Notice of Occupancy Rights under the Violence against Women Act (Form HUD-5380) and a HUD-approved certification form (Form HUD-91066) as required by 24 CFR 5.2005 - VAWA protections.

Head of Household:

Print Name: _____

Signature: _____ Date: _____

Spouse/Co-head/Other adult member:

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____