



**Project-Based
Voucher Program**

Date: _____

Sender's Name (not agency name): _____

Phone: _____

Email: _____

Applicant's Name: _____ Property Name: _____

Bedrooms Requested: _____ Address & Unit Number: _____

New Move-In forms packet

Email this checklist, forms and verification documents to:

ProjectBasedApplications@seattlehousing.org

or fax it to 206-239-1770

The following forms are included in the New Move-In forms packet. They should be completed at New Move-In by the applicant household and the housing provider, as appropriate:

Checklist [this form; use as your cover sheet]

- Statement of Family Responsibility** (2 pages)
- Inspection Self-Certification**
- Copy of Lease** (all pages)
- Copy of Tenancy Addendum** (4 pages)
- Reporting Obligations and Drug form**
- Lead Based Paint Disclosure** (if applicable – 3 pages)

If there have been any changes to the household income or circumstances, please also complete a Special Review packet and submit it with the New Move-In Paperwork.

Timelines

New Move-In documents must be received by Seattle Housing Authority within 60 days of the application approval date, and within 10 business days of the lease-up date. Seattle Housing will do our best to process *complete* packets within 30 days of receipt.

In an incomplete New Move-In packet is submitted, we may return it to the building with instructions for resubmission.



Project-Based Voucher Program

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

Project-Based Program Statement of Family Responsibility

1. Certification. The undersigned public housing agency (PHA) hereby certifies that the family consisting of the following members:

Blank lines for listing family members

is eligible to participate in the Section 8 project-based voucher program of this PHA and is approved to occupy (full address including unit number):

Blank line for address

Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.

2. Tenant Rent. The tenant rent is the portion of the monthly rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.

3. Changes in Tenant Rent. A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses.

Any change in a family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

4. PHA Housing Assistance Payment. The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the rent to owner minus the tenant rent (total tenant payment minus any applicable utility estimate). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.

5. Family Right to Move.

Project based voucher assistance is site specific. This means that the subsidy remains with the unit if the family should choose to move.

6. Family Obligations.

(A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.

(B) Each family member must:

- 1. Supply any information that the PHA or HUD determines to be necessary for administration of the program...
2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination...
3. Disclose and verify social security numbers and sign and submit consent forms...
4. Supply any information requested by the PHA to verify that the family is living in the unit...
5. Promptly notify the PHA in writing when the family is away from the unit...
6. Allow the PHA to inspect the unit at reasonable times...
7. Notify the PHA and the owner in writing before moving out...
8. Use the assisted unit for residence by eligible family members...
9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody...
10. Request PHA written approval to add any other family member...
11. Promptly notify the PHA in writing if any family member no longer lives in the unit...
12. Give the PHA a copy of any owner eviction notice...
13. Pay utility bills and provide and maintain any appliances...

(C) The family (including each family member) must not:

- 1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity...
5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

7. Termination of Assistance. The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility. In addition, if a family

resides in a project-based voucher unit exempted from the 25 percent per-project cap on project-basing because of the family's participation in a Family Self-Sufficiency (FSS) or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive service requirement, the PHA shall terminate assistance in accordance with HUD requirements.

8. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

9. HUD Requirements. HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

_____ Building Name	
_____ Name of Building Representative	_____ Title
_____ Building Representative Signature	_____ Date
_____ Head of Household Signature	_____ Date
_____ SHA Staff	_____ Title
_____ SHA Staff Signature	_____ Date



Project-Based
Voucher Program

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

Project-based Initial Inspection Self-Certification

Building Name: _____

New Resident: _____

Unit Number: _____

I, _____, building manager, certify that unit number _____ has been inspected by the Seattle Housing Authority within the last 12 months, or in the case of units on a biennial schedule, 24 months. I further certify that the following HUD Housing Quality Standards at 24 CFR 982.401 were met on the date that the new resident/participant first occupied the unit:

- ◇ The plumbing systems and sanitary facilities are in proper operating condition
- ◇ The dwelling unit provides adequate space and security for the family.
- ◇ The lock(s) to the unit are working properly
- ◇ The heating system is safe for heating the dwelling unit (and a safe cooling system, where present).
- ◇ The electrical fixtures and wiring ensure safety from fire.
- ◇ The electrical outlets are in proper operating condition.
- ◇ The dwelling unit is structurally sound.
- ◇ The ceilings, walls, and floors do not have any serious defects
- ◇ Elevators (if any) are working and safe.
- ◇ The dwelling unit and its equipment is in sanitary condition.
- ◇ The dwelling unit and its equipment is free of vermin and rodent infestation.
- ◇ The unit contains a working smoke detector and carbon monoxide detector.
- ◇ Lead Based Paint - The dwelling unit and common areas (including the exterior of the building, fences, storage buildings, garages, etc.) have no chipping, peeling, and/or chafing paint.

Name and Title

Signature

Date



**Housing Choice
Voucher Program**

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

REPORTING OBLIGATIONS

Seattle Housing Authority has calculated your bedroom size and rent portions based on the verifications obtained at your admission to Seattle Housing's Housing Choice Voucher (HCV) Program. The bedroom size and rent portions will change as the income and circumstances of your entire household change.

From the date you apply for the HCV program you must begin reporting to Seattle Housing any income or circumstance change for anyone in your household within 10 business days of the change. Seattle Housing must receive the change in writing at our office no later than 5:00pm on 10th business day from the date of the change.

Failure to report a change in writing within the specified timeframe and/or failure to supply additional information requested from you as a result of a change may result in the termination of your participation in the HCV Program.

Signature _____

Date _____

HOUSING IS A GOOD DEAL, BUT NOT A GOOD PLACE TO "DEAL"

If you or any member of your household use or "Deal" in illegal drugs, think twice about applying for or accepting housing assistance from the Seattle Housing Authority. Illegal drugs have no place in Seattle Housing's Housing Choice Voucher (HCV) Program.

We will do our best to terminate participation of any HCV Participant who uses and/or "Deals" in illegal drugs, or allows others to do so in their home. So, if you are into the drug scene, look elsewhere for your housing!

We are only interested in providing HCV assistance to law-abiding households who legitimately need low-income housing, who will pay their rent on time, and who will respect their neighbors' rights. If this describes you and your family, you will be welcome in the HCV Program.

If you use or 'deal' in drugs, or if you allow someone to use or sell drugs from your place of residence, your participation in the SHA's HCV Program will be terminated.

Signature _____

Date _____



Project-Based Voucher Program

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

Tenancy Addendum

1. Section 8 Project Based Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 Project Based Voucher Program of the United States Department of Housing and Urban Development (HUD) Under the SHA Move To Work (MTW) project basing policy.
- b. The owner has entered into a Project Based Housing Assistance Payments Contract (HAP contract) with SHA under the Project Based Voucher Program as modified by SHA under its MTW authority. Under the HAP contract, SHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given SHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes this tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the Project Based Voucher Program.
- b. The composition of the household must be approved by SHA. The family must promptly inform SHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and SHA.
- c. The contract unit may only be used for residence by SHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by SHA in accordance with HUD requirements as modified by SHA under its MTW Authority.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 1. The reasonable rent for the unit as most recently determined or re-determined by SHA in accordance with HUD requirements.
 2. Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by SHA housing assistance payment.
- b. Each month, SHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by SHA in accordance with HUD requirements for a tenancy under the Section 8 Project Based Voucher Program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the SHA housing assistance payment under the HAP contract between the owner and SHA. A SHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of SHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

1. The owner must maintain the unit and premises in accordance with the Housing Quality Standards (HQS).
2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

1. The owner must provide all utilities needed to comply with the HQS.
2. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - a) Pay for any utilities that are to be paid by the tenant.
 - b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease.
2. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.
3. Criminal activity or alcohol abuse (as provided in paragraph c).
4. Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse.

1. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises).
 - b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of

their residences by, persons residing in the immediate vicinity of the premises.

- c) Any violent criminal activity on or near the premises.
- d) Any drug-related criminal activity on or near the premises.

2. The owner may terminate the tenancy during the term of the lease if any member of the household is:

a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.

b) Violating a condition of probation or parole under federal or state law.

3. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

4. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

2. During the initial lease term or during any extension term, other good cause includes:

- a) Disturbance of neighbors.
- b) Destruction of property.
- c) Living or housekeeping habits that cause damage to the unit or premises.

3. After the initial lease term, such good cause includes:

- a) The tenant's failure to accept the owner's offer of a new lease or revision.
- b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit.
- c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations

of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.

2. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence or stalking.
3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
4. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
5. Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
6. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by Court Action. The owner may only evict the tenant by a court action.

g. Owner Notice of Grounds

1. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
2. The owner must give SHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
3. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under state or local law.

9. Lease: Relation to HAP Contract. If the HAP contract terminates for any reason, the subsidy terminates automatically.

10. SHA Termination of Assistance. SHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements.

11. Family Move Out. The tenant must notify SHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. However, SHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such SHA-required restriction must be specified in the HAP contract.
- b. When the family moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with federal law and regulation, as a

condition for federal assistance to the tenant and tenant's family under the Section 8 Project Based Voucher Program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give SHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless SHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - 1. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
 - 2. If there are any changes in lease provisions governing the term of the lease.
 - 3. If the family moves to a new unit, even if the unit is in the same building or complex.
- a. SHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- b. The owner must request a change in the amount of rent from SHA in accordance with HAP Contract requirements.

16. Notices. Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between SHA and the owner. SHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any SHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted by Section 8.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

Move To Work. A federal program that resulted in an agreement between SHA and HUD that allows SHA to impose its own policy requirements in place of those imposed by federal regulations or statutes.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 Project Based Voucher Program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus SHA housing assistance payment to the owner.

SHA. Seattle Housing Authority

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher Program. The Section 8 Project Based Voucher Program. Under this program, HUD provides funds to SHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the Project Based Voucher Program.



SUMMARY OF LEAD-BASED PAINT REGULATIONS FOR UNITS BUILT BEFORE 1978

This summary informs you of certain responsibilities required of you as a participating Housing Choice Voucher (Section 8) program landlord. The Lead-Safe Housing Rule is designed to protect you, your employees and your tenants from lead poisoning.

The regulations set hazard reduction requirements that give much emphasis to reducing lead in house dust and thereby reduce the exposure to young children. Seattle Housing Authority, as part of its regular initial or annual inspection process, will conduct a visual evaluation of the building's interior and exterior painted surfaces including common areas, stairways, boundary fences and garages during initial and periodic inspections of the rental property. The inspector will look for such signs of deteriorated paint as peeling, chipping, chalking or cracking, and for any paint or coating located on an interior or exterior surface that is otherwise damaged or separated from the substrate.

Seattle Housing Authority strongly urges landlords to regularly inspect their property and remove any defective paint per requirements of the federal Department of Housing and Urban Development (HUD) prior to our initial or annual inspections. A good owner maintenance program is the best way to prevent paint problems from occurring.

If deteriorated paint is found *and* the unit was built before 1978 *and* is expected to be or is occupied by a family with a child under 6 years of age or a pregnant household member, the regulations require the owner to perform "paint stabilization" activities using "Safe Work Practices."

- ☛ All interior and exterior deteriorated paint must be removed or encapsulated, and where paint is removed, the area must be repainted.
- ☛ Damaged substrate surfaces must also be repaired.
- ☛ A person trained and certified in Safe Work Practices must conduct all work. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD. This work requires the use of specialized equipment such as a HEPA vacuum and respirator.
- ☛ The owner must ensure and certify that paint stabilization was conducted using safe work methods including occupant protection and worksite preparation and clean-up. These methods include but are not limited to such practices as closing off the area with plastic sheeting, protecting workers, and cleaning the area thoroughly before allowing the tenant(s) back into the affected area.

continued

- The unit must then pass a clearance examination that includes a visual assessment of the unit/work area and surface-wipe samples of the affected rooms that are sent to a lab for analysis to determine the presence of lead on floors, windowsills and troughs. Contact Seattle Housing Authority for information on how to obtain the clearance testing. If the work site was not properly contained, then the entire unit must pass clearance. If the work area was properly sealed off, testing can be conducted on the work site and area immediately outside the containment.
- The owner must provide notification to the occupants in writing of the hazard reduction activities and the result of the clearance or any other testing completed on the unit.
- The owner must conduct ongoing monitoring and maintenance of the unit to prevent lead hazards.

If the unit or areas of deteriorated paint have been tested by a certified laboratory or Certified Risk Assessor and have found no lead present, Seattle Housing Authority will exempt these areas from any immediate or future removal procedures.

* * *

Seattle Housing Authority is committed to making this process as efficient as possible and will gladly provide you information and resources upon request.

SEATTLE HOUSING AUTHORITY
Housing Quality Standards Inspections
190 Queen Anne Ave North
PO BOX 19028
Seattle, WA 98109-1028
(206) 239-1645

"DE MINIMIS" LEVELS

"Greater than" means deteriorated paint totaling more than (a) 20 square feet on any one type of exterior surface(s); (b) 2 square feet in any one interior room or space; and/or (c) 10 percent of the total surface area on an interior or exterior component with a small surface area such as window sills and trim.

"Less than" includes all amounts at or below a, b or c listed in the "greater than" definition above. Clearance examinations are not required when maintenance and hazard reduction activities do not disturb painted surfaces defined as "less than." Use of "Safe Work Practices" is highly recommended by Seattle Housing Authority.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date