



# Property Partner Toolkit



# About SHCNM

Our Mission is to end homelessness by providing affordable, permanent, and supportive housing to individuals and families in New Mexico

## Values

### Home

Everyone deserves to live in a place that is permanent, safe, and secure

### Empowerment

Creating space and opportunities for personal choice and transformative growth

### Belonging

A sense of Community that comes from connections to family, neighbors, and friends

### Integrity

Everyone who walks through our doors is worthy of dignity, respect, and our best efforts

### Impact

Achieving our mission through proven practices and collaborative partnerships

## Table of Contents

- Introduction ..... pg. 2
- Message from CEO ..... pg. 3
- Landlord Concerns ..... pg. 3
- Landlord incentives ..... pg. 4
- Benefits Checklist ..... pg. 5
- SHCNM Contact Sheet ..... pg. 6
- Property Partner Change of Information Form ..... pg. 7
- FAQs ..... pg. 8
- References ..... pg.13
- W-9 ..... pg.14
- EFT Authorization Agreement ..... pg.20
- Voucher Template ..... pg.21
- Request for Unit Approval Form ..... pg.22
- Property Partner Contract (PPC) Template ..... pg.23
- Lead-Based Paint Disclosure Template ..... pg.28
- Lead-Based Pamphlet ..... pg.29
- HUD-5382 (VAWA) Form ..... pg.37





## Who this toolkit is for

This Property Partner toolkit is intended to be used by property partners as a resource and guide to working with SHCNM

## Introduction

The Supportive Housing Coalition of New Mexico (SHCNM) was founded in 1996 in response to local service providers' recognition of a community-wide gap in safe and affordable housing for homeless and at-risk persons with behavioral health diagnoses. Founding agency members were: Albuquerque Health Care for the Homeless, HopeWorks (formerly St. Martin's Hospitality Center), Therapeutic Living Services (formerly Transitional Living Services), and the University of New Mexico Psychiatric Center. SHCNM later welcomed the New Mexico Veterans Administration Medical Systems of Albuquerque as a member.

SHCNM's mission is to end homelessness by providing affordable, permanent, and supportive housing to individuals and families in New Mexico. We believe affordable and supportive homes are the foundation to healthy families, vibrant neighborhoods and strong communities.

SHCNM specializes in the development, ownership, and management of supportive housing while our community partners offer a comprehensive range of supportive services to optimize the health, wellness, self-sufficiency, and housing stability of our participants and residents. Formal collaboration has enabled SHCNM and its partnering agencies to pool resources, better coordinate service delivery, increase efficiencies, and embrace a broader strategy for developing supportive housing.

Through new construction, property acquisition, rehabilitation, and the administration rental assistance vouchers, SHCNM has grown to encompass approximately 700 units of housing. The organization owns, manages, and/or provides supportive services for seven affordable multi-family communities that are utilized for market-rate, affordable and permanent supportive housing in New Mexico. Through its Community Housing Program, SHCNM also administers rental assistance vouchers, using the nationally recognized Housing First model, for individuals who have experienced homelessness and have disabling conditions. SHCNM's Housing & Services Coordinators connect program participants to the community-based resources needed to ensure housing stability, increased income, and improved quality of life.



## Message from the President/CEO

Hello Property Partners! My name is Laura Chavez and I have had the pleasure of serving as SHCNM's CEO since October of 2022. Since then we have made strides to improve our processes and this toolkit is one of those. While the organization has been making progress towards achieving its mission, we recognize there is still plenty of work to be done to make housing more accessible for all New Mexicans. All of this would not be possible without every staff member at SHCNM in their role. We anticipate that this toolkit will help reduce barriers and create opportunities of collaboration for the property partners we work with and sincerely thank you for working with us to make housing more accessible for New Mexicans in the greatest of need.



## Property Partner Concerns

Landlords and Property Partners may be hesitant to work with Affordable Housing Programs due to myriad reasons, such as bias or past negative experiences. Some typical landlord concerns are:

- Where rent will come from and the reliability of the source
- How renting to high-risk tenants might affect insurance rates
- The hassle of dealing with income assistance payments
- Lack of control
- Who will be accountable if issues arise
- Whether tenancy rules can be enforced, and whether evictions will be possible
- Lack of input into screening of prospective tenants
- Participants' lack of housing references and/or poor credit
- Substance use and mental health issues among program participants
- Traffic and guest management issues
- Bedbugs and pests
- Property damage
- Safety risks
- Nuisance and disturbances for other tenants
- Turnover and empty units



## Property Partner Incentives

- **Guaranteed Rent**
  - One of the most impactful factors for landlords when considering working with an affordable housing program is guaranteed rent. Guaranteed rent provides stability and security for property partners that renting often lacks. As part of guaranteed rent, determine how your organization can cover additional rent-related costs such as security deposits and utility payments
- **Giving Back to your Community**
  - By partnering with our organization, you are giving back to your community. By investing in your community, you invest in our collective future by helping to create neighborhood stability and opportunities for positive change
- **Security Deposits**
  - SHCNM supports tenant in paying one-time security deposits.
- **Reduced Vacancies and Quick Turnaround**
  - By working with SHCNM, you reduce the turnaround time for filling apartments. As a property partner in SHCNM's Property Partner Program, you can contact us when you have a vacant unit, and we will give that information to our participants as a housing option. Reducing the amount of time a unit lies vacant saves money and resources.
- **Limited Turnover**
  - SHCNM aims to provide permanent housing to our participants. Because we work to provide stable housing, there is limited turnover with our tenants. However, tenants may be rehoused if needed.
- **Participant Education and Support**
  - SHCNM's Housing and Services Coordinators provide tenants with access to educational and supportive resources such as case management, good tenancy education, and more.
- **Property Partner Hotline**
  - SHCNM now has a designated email that is monitored by several staff and tracked in an effort to ensure timely and accurate responses.



## Benefits Checklist

Landlords gain several benefits from participating in our program. Consider the following advantages:

- Eliminating advertising costs. Working with our program gives you access to a pool of ready-to-rent tenants. Just call us up when you have a vacant unit, and we'll immediately match you up with a client that is looking for housing.
- "Smart" renters. Our clients have access to resources on topics such as personal budgeting, understanding rental agreements, housekeeping, and general apartment maintenance, being a good neighbor, etc.
- Damage/security deposits. Our organization aims to help individuals get back up on their feet. We have found that many low-income clients can afford their portion of the monthly rent, but have difficulty saving money for their security deposit. As a result, we can help clients put together this one-time payment.
- Guaranteed rent payments. Our clients pay a portion of the monthly rent payment, and SHCNM pays the rest. A contract with our organization guarantees you monthly rent payments.
- Clients are attached to needed services. We work with our clients on an ongoing basis to ensure they have the support they need to succeed. We work with clients to correct past mistakes and prevent future problems, and through our network of partners, clients have access to an array of supportive services.
- Clients receiving case management receive regular home visits to ensure that clients are stabilized in their new environments, and that they are getting the support they need. Regular follow-ups with clients allow us to identify and address problems early before they become irreparable.
- Neutral party to mediate problems. Despite the best efforts, problems are sometimes inevitable. However, when problems arise, it can be reassuring to know that there is someone to call. We care as much about our relationship with our landlords as we do our participants. Our Housing and Services Coordinators and our Community Liaison are there to ensure that everyone is treated fairly and equally, and that problems are resolved quickly and impartially.
- Satisfaction from helping others. Everyone deserves a safe and affordable place to live. By helping our clients, you are playing an integral role not only in helping individuals take charge of their lives, but also in making our community a better place to live.



## Contact Sheet

Property Partner email  
[Propertypartners@shcnm.org](mailto:Propertypartners@shcnm.org)  
505.255.3643

Thomas Hunley  
Housing Quality Specialist  
[thunley@shcnm.org](mailto:thunley@shcnm.org)  
505.308.8856

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Housing Quality Technician  
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505.308.8856

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Accounting Manager  
[sortiz@shcnm.org](mailto:sortiz@shcnm.org)  
505.308.8862

Donna Mendoza  
Director of Community Housing  
[dmendoza@shcnm.org](mailto:dmendoza@shcnm.org)  
505.308.8857

John Gauthier  
Chief Programs Officer  
[jgauthier@shcnm.org](mailto:jgauthier@shcnm.org)  
505.308.8847

Laura Chavez  
President/CEO  
[Lchavez@shcnm.org](mailto:Lchavez@shcnm.org)  
505.288.0972



# Property Partner Change of Information Form

Please mail this to P.O. Box 27459 Albuquerque, NM 87125 or email it to [propertypartners@shcnm.org](mailto:propertypartners@shcnm.org)

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

Change in:

- Address     
  Ownership     
  Management     
  Payment Type

Change Details: \_\_\_\_\_  
\_\_\_\_\_

Property Name: \_\_\_\_\_

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

City State: & Zip: \_\_\_\_\_

SSN or Tax ID #: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

For Which Tenants: (If you have many tenants, please just write "All tenants")

\_\_\_\_\_  
\_\_\_\_\_

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

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







# Property Partner FAQs

## How does one become eligible for an SHCNM voucher?

SHCNM receives participant referrals through the Coordinated Entry System. This system is designed to identify the most at risk, chronically homeless individuals or families. Referrals then go through an intake process that result in SHCNM issuing a voucher for housing. Each program has its own specific criteria for participants and what it will or will not pay for.

## What is rent reasonableness?

Rent reasonableness is another variable that affects the amount of rent that SHCNM can approve for a unit. It is based on the average, high, and low rental prices of a number of other similar units found in the same zip code as the proposed rental unit.

## What is a voucher?

For SHCNM, the voucher is actually a document that guarantees payment of rental assistance on behalf of the participant to whom it is issued. The participant receiving the voucher then goes out into the community to choose a unit. That unit must then be inspected using HUD defined housing quality standards approved by SHCNM. Tenants should never sign a lease before the unit has been approved for housing assistance. The unit must be HQS/NSPIRE approved in order for the participant to sign the lease in order for SHCNM to pay rent.

The voucher size is the number of bedrooms the participant is eligible for based on the number of people in the household.

## How much rent can I charge?

Landlords determine how much rent they want for their unit. However, the rent charged for a voucher payment must be at or below the annual Fair Market Value and must be reasonable. If the participant is required to pay for utilities, the total amount SHCNM may pay on their behalf may also be adjusted due to a utility allowance. Currently, Fair Market Value rents for the Albuquerque Area are:

Fair Market Value					
Year	Efficiency	One-Bed	Two-Bed	Three-Bed	Four-Bed
2025	\$913.00	\$1,084	\$1,331	\$1,865	\$2,209





## Does SHCNM pay the whole rent amount?

Generally, participants pay a share of their annual income towards rent, up to 30%. If a participant has no income, SHCNM will pay their entire rent.

## Does SHCNM pay the whole rent amount?

A utility allowance is the amount designated by SHCNM as a family's reasonable allowance to cover monthly utility bills. Since HUD limits the amount of rent SHCNM can pay for participants, the rent must include their estimated utility cost. The utility allowance is the amount determined by SHCNM to be necessary to cover the resident's reasonable utility cost.

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### Whose name are the utilities in?

If the tenants is to pay for any or all utilities, those utilities must be in the tenant's name. The tenant must pay the utilities and if the utilities are turned off due to non-payment, the tenant must have them turned back on immediately. SHCNM provides a utility allowance to the household through a reduction in the household's monthly rent.

If the land lord decides to pay any or all utilities in the unit, those utilities must be in the landlord's name. Landlords must pay those utilities and must not bill the tenant for any part of them. Even if the land lord feels that the utilities are excessive, the tenant cannot be billed for the excess unless clearly delineated in a signed lease agreement.

### Who pays the deposit?

Every tenant is eligible for support with one deposit during their enrollment in the program. If this support has already been provided to the tenant, it is there responsibility to pay it unless a reasonable accommodation is submitted and approved to SHCNM.

### When can the lease be signed?

A lease should be drawn up and signed after the inspection is performed and the unit has passed. The landlord may use their own lease. The lease is an agreement between the tenant and the landlord to lease the unit. SHCNM does not sign a lease because it is not leasing the unit, we are subsidizing the tenant. The tenant is bound by the terms of the lease and may be sued by the landlord for failure to comply with the lease. A Property Partner Contract must also be signed at this time between the land lord and SHCNM.



## **How do I become a property partner that accepts SHCNM vouchers?**

Becoming a property partner is simple. You will need to complete and submit:

- 1) A complete and signed W-9, for tax purposes;
- 2) A vendor EFT Transfer Authorization form in order to receive rent payment via electronic funds transfer;
- 3) A completed Request for Unit Approval Form

## **When can a tenant move in?**

The tenant can move into a unit after the inspection is performed, the unit has passed, a lease has been signed, and the Property Partner Contract (PPC) has been signed between SHCNM and the landlord. SHCNM is unable to pay rent for the days prior to the passed inspection or without a signed contract.

## **How do I find a tenant?**

Our participants are expected to find their own units. SHCNM does maintain a list of property partners that accept vouchers. We often provide our participants with a list of landlords willing to accept the vouchers but in general, land lords are expected to find their own tenants. Landlords are expected to use appropriate screening methods to determine the suitability of each tenant.

## **How do I screen a tenant?**

You may use any number of screening methods. Initially a landlord should have an application process in which they obtain information on the tenant and every person who will be residing in the household. You should request social security numbers, driver's license numbers, residence addresses and names, addresses, and phone numbers of previous landlords. This information will allow you to perform a limited investigation at little or no cost.

Only the landlord can determine if a tenant is suitable for tenancy. Tenants are responsible for their actions and those of all household members and guests. SHCNM is not responsible for the behavior of any participant. However, we do offer supportive services to our participants. We encourage you to reach out to SHCNM staff if problems arise. Often, we can help problem solve any issues that do arise in order to help a participant maintain their housing.



### **My unit was just inspected and I have some questions, who can I ask?**

Any questions are best addressed by the specific person that performed the housing inspection. However, our Housing Quality Team is also a dedicated point of contact that can help answer questions about inspections.

### **My tenant is not paying their portion of the rent, what do I do?**

We suggest that you immediately call their Housing & Services Coordinator, or email the dedicated Property Partner email so SHCNM can assist in resolving any issues. We do our best to mitigate any nonpayment of rent and eviction issues. However, if the tenant fails to pay their portion of the rent, you may need to serve a three (3) day notice for nonpayment of rent.

### **What if they cause damage to my unit and don't pay their portion of the rent?**

Tenants are responsible for their actions and the actions of their household members and guests. In general, tenants are responsible for any damages. Under certain circumstances SHCNM may be able to mediate the problem and/or pay for certain damages up to a certain amount. There is also the Landlord Engagement Program through the New Mexico Coalition to End Homelessness. This program has no enrollment process for landlords and can provide funds for damages and even vacancy loss or upgrades. Claims can be submitted to [lep@nmceh.org](mailto:lep@nmceh.org) and the program staff can be contacted by phone at (505) 255-3491.

### **Do I have to rent to a voucher holder or can I withdraw as a landlord?**

Landlords are not required to rent to any SHCNM voucher holder, as long as discrimination is not involved in the decision to refuse rent. In 2022 the City of Albuquerque banned source-of-income discrimination with the Albuquerque Human Rights Ordinance, 11-3-2 through 11-3-12. This means that landlords cannot refuse to rent to a qualified tenant based on their lawful and verifiable source of income, such as a voucher. This does not however exclude a potential tenant that has a voucher for being denied for other reasons though, such as background or rental history.





### What is the best time to call?

You are welcome to call or email any time, day or night. However, our office hours are generally 8 a.m. to 5 p.m., Monday through Friday. You should expect to receive a response within 48 hours. In the event that you do not hear back, please call our main line at 505.255.3643 and let them know you have called before. The staff member you are trying to reach may have been out of the office.

### How do I contact you?

We encourage you to contact our team through the property partner email: [propertypartners@shcnm.org](mailto:propertypartners@shcnm.org). This email is monitored by several staff and all emails received are tracked in an effort to ensure responses that are as prompt as possible. You can also contact a participants Housing & Services Coordinator directly.

Supportive Housing Coalition of New Mexico  
1717 Louisiana Blvd. NE Suite 209 87110  
505.255.3643  
[propertypartners@shcnm.org](mailto:propertypartners@shcnm.org)





## References

This toolkit was informed by the following resources:

“Landlord Engagement & recruitment Desk Book” by the U.S. Department of Housing & Urban Development

“The Landlord Engagement Toolkit: A Guide to Working with Landlords in Housing First Programs” by Employment and Social Development Canada

“Landlord Engagement Initiative Guidebook” by the North Carolina Coalition to End Homelessness



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



### Vendor EFT Authorization Agreement

As a payment option, **Supportive Housing Coalition of New Mexico** offers payees the opportunity to receive future payments electronically, rather than by check. Payments will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by e-mail. The e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check **[Not necessary, but recommended]** and return both to:

[Finance@shcnm.org](mailto:Finance@shcnm.org)

**Supportive Housing Coalition of NM**  
P.O. Box 27459  
Albuquerque, NM 87125

Payee Information			
Payee Name:		SSN or Federal ID #:	
Remit Address(es) for applicable accounts:			

Bank Information	
Bank Name:	
Name on Account:	
Account #:	
Routing #:	

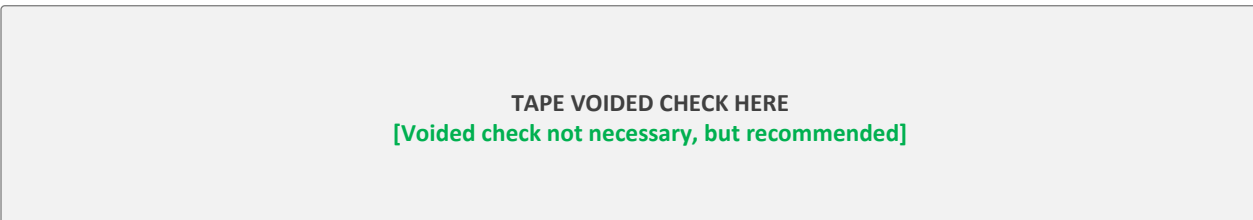
#### E-MAIL ADDRESS for payment notification.

(Place a check mark in front of the method of notification that you prefer.)

E-mail Address:			
-----------------	--	--	--

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_  
*Please print*

\_\_\_\_\_  
**Authorized Signature** \_\_\_\_\_  
**Date**



**SUPPORTIVE HOUSING COALITION OF NEW MEXICO**



WWW.SHCNM.ORG



INFO@SHCNM.ORG



(505) 255-3643





Date

To Whom It May Concern:

**Participant** is eligible to receive permanent housing assistance through the Community Housing Programs of the Supportive Housing Coalition of New Mexico (SHCNM). They are eligible to rent a Studio (0) bedroom unit for a payment standard not to exceed \$828.00 with utilities or a one (1) bedroom apartment for a payment standard not to exceed \$1,222.00 with utilities included. The term of the lease must be for a minimum of 12 months with the option of renewal or month to month conversion thereafter. This housing voucher expires: **Date**

SHC-NM will pay the **monthly rent, deposit and application fee directly** to the Landlord; first payment will be rendered within 60 days of the executed lease and landlord agreement.

A Housing Quality Standards (HQS) inspection is required before leasing and annually thereafter.

Please call our office at 505-255-3643 if you have any questions.

Thank you,

Choose an item.

Housing and Services Coordinator

Phone Number

Choose an item.@shcnm.org

SUPPORTIVE HOUSING COALITION OF NEW MEXICO



[WWW.SHCNM.ORG](http://WWW.SHCNM.ORG)



[INFO@SHCNM.ORG](mailto:INFO@SHCNM.ORG)



(505) 255-3643



EQUAL HOUSING  
OPPORTUNITY



# Property Partner Contract (PPC)

<b>TENANT NAME:</b>	
<b>PROPERTY PARTNER &amp; ADDRESS:</b>	
<b>UNIT ADDRESS:</b>	

<b>Initial Lease term:</b>	<b>Initial Monthly Rent to Property Partner:</b>	<b>Security Deposit to Property Partner:</b>	<b>Participant Monthly Rent to Property Partner:</b>
Begin date:	\$	\$	\$
End date:		Paid by:	

This Property Partner Contract (PPC) is an agreement between the Supportive Housing Coalition of New Mexico (SHCNM) and the property partner that manages the unit occupied by the assisted family, all identified above.

## 1. Lease of Contract Unit

- A. The term of this contract begins and ends on dates listed above. The contract terminates automatically on the last day of the term of the lease unless there is a provision in the lease to convert to a month to month agreement.
- B. SHCNM has approved leasing of the unit in accordance with Housing Quality Standards (HQS) and rental assistance program requirements.
- C. The property partner attests that the lease is consistent with state and local laws.
- D. When PPC terminates.
  - 1. The PPC terminates automatically if the lease is terminated by property partner or the tenant.
  - 2. SHCNM may terminate program assistance on any grounds authorized in accordance with rental assistance funding requirements. If SHCNM terminates program assistance the contract terminates automatically. SHCNM will notify the property partner 30 days in advance of termination.
  - 3. If the tenant moves out of or abandons the contract unit, this contract terminates automatically.
  - 4. SHCNM may terminate this contract if SHCNM determines, in accordance with rental assistance funding requirements, that available program funding is not sufficient to support continued assistance.
  - 5. This contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - 6. SHCNM may terminate this contract if SHCNM determines that the contract unit does not provide adequate space in accordance with FHEO Occupancy Standards because of an increase in family size or a change in household composition.
  - 7. If the family breaks up, SHCNM may terminate this contract, or may continue rental assistance payments on behalf of family members who remain in the contract unit.
  - 8. SHCNM may terminate this contract if SHCNM determines that the contract unit does not meet all requirements of Housing Quality Standards (HQS/NSPIRE-V), or determines that the property partner has otherwise breached this contract.

## 2. TERM OF THE LEASE

- A. The initial lease term is for a minimum of twelve (12) months. The lease may then convert to a month-to-month agreement based on tenant choice and rent reasonableness.





- B. The lease may only be terminated for cause following state and local laws. This term supersedes any other written agreement between the property partner and the tenant.

### 3. SECURITY DEPOSIT

- A. The property partner will hold the security deposit during the period the tenant occupies the contract unit under the lease term. The property partner will comply with state and local laws regarding interest payments on security deposits.
- B. After the tenant has moved from the contract unit, the property partner, subject to state and local law, may use the security deposit, including any interest on the deposit if applicable, as reimbursement for rent or any other amounts owed under the lease. The property partner will give SHCNM and the tenant an itemized list of all items charged against the security deposit and the amount of each item within 30 days after the date of move out. After deducting the amount used as reimbursement to the property partner, if applicable, **the property partner shall promptly refund the full amount of the balance to SHCNM by check mailed to PO Box 27459, ABQ, NM 87125.**
- C. The Property Partner will immediately notify SHCNM when the tenant has moved from the contract unit.

### 4. RENT AND AMOUNTS PAYABLE BY TENANT AND SHCNM

- A. *SHCNM Subsidy.* During the PPC term, SHCNM will make monthly rental assistance payments to the property partner when due after the first two calendar months of the PPC term on behalf of the assisted family.
  - 1. The amount of the monthly subsidy SHCNM will pay to the property partner shall be determined in accordance with the rental assistance rent calculation and program requirements.
  - 2. The amount of the rental assistance that SHCNM pays is subject to change during the PPC term in accordance with the rental assistance program requirements. SHCNM will notify the assisted family and the property partner of any changes in the amount of the subsidy with a 30-day written notice.
- B. *Tenant Share of the Rent.* The assisted family is responsible for paying the property partner any portion of the rent that is not covered by the SHCNM subsidy in accordance with the rental assistance program rent calculation. The tenant is not responsible for paying the portion of the rent to the property partner covered by SHCNM subsidy.
  - 1. SHCNM failure to pay the subsidy to the property partner is not a violation of the lease. The property partner may not terminate the tenancy for nonpayment of SHCNM's rental assistance payment.
  - 2. SHCNM, City of Albuquerque, Bernalillo County, nor HUD (Funders) assume any obligation for the Tenant's rent, or for payment of any claim by the property partner against the tenant.
- C. *Other Fees and Charges.* SHCNM will not be obligated to pay any fees or charges due to factors that are beyond SHCNM's control. Such fees include but are not limited to; late tenant rent payment, pet fees, renters' insurance, court costs, posting fees, contract termination, rent abatement, utility charges, administration fees, damages, maintenance fees. Moreover, late fees assessed on the subsidy rent portion will be considered for payment on a case by case basis and will only be considered for payment if SHCNM doesn't pay the subsidy portion of the rent after 60 days to property partners that have opted for EFT and 90 days to property partners that have opted for a paper check.
- D. *Payment Conditions.* The right of the property partner to receive payments under this contract will be subject to compliance with all of the provisions of the contract. The property partner agrees that the endorsement on the check will be conclusive evidence that the property partner received the full amount due for the month, and will be a certification that:
  - 1. The contract unit is in decent, safe, and sanitary condition, and that the property partner is providing the services, maintenance, and utilities agreed to in the lease.
  - 2. The contract unit is leased to and occupied by the tenant named in this contract.
  - 3. The property partner has not received and will not receive any payments as rent for the contract unit other than those identified in this contract.
  - 4. To the best of the property partner's knowledge, the unit is used solely as the tenant's primary place of residence.

- E. *Overpayments.* If SHCNM determines that the property partner is not entitled to any payments received, in addition to other remedies, SHCNM may deduct the amount of the overpayment from any amounts due the property partner, including the amounts due under any other Rental Assistance Contract.
- F. *Rent Adjustments.* The property partner may not raise the rent during the term of the lease. However, with no less than **SIXTY DAYS** notice to the tenant and SHCNM, the owner may propose a reasonable adjustment to the rent to be effective no earlier than the end of the 12th month of the lease. The proposed rent may be rejected by either the tenant or SHCNM if determined to be unreasonable. The tenant may reject the proposed rent by providing the property partner 30 days written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the tenant and the property partner 30 days' notice of intent to terminate the contract.

**5. HOUSING QUALITY STANDARDS AND PROPERTY PARTNER-PROVIDED SERVICES**

- A. The property partner agrees to maintain and operate the contract unit and related facilities to provide decent, safe, and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance, and utilities agreed to in the lease.
- B. SHCNM will have the right to inspect the contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services, and utilities are provided.
- C. If SHCNM determines that the property partner is not meeting these obligations, SHCNM will have the right, even if the tenant continues in occupancy, to abate or terminate payment of SHCNM's share of the rent and/or terminate the contract.

**6. NOTICES; TERMINATION OF TENANCY**

- A. The property partner may evict the tenant following applicable state and local laws. The property partner must give the tenant at least 30 days written notice of the termination and must **notify SHCNM in writing when eviction proceedings have begun**. Copies of any other written notice, i.e., 3-day, 7-day or 30-day notice, given to tenant must also be provided to SHCNM.

**7. FAIR HOUSING REQUIREMENTS**

- A. *Nondiscrimination.* The property partner will not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap/disability, national origin, familial status, sexual orientation, spousal affiliation, nor gender identity. The obligation of the property partner to comply with federal Fair Housing Act and the NM Human Rights Act requirements inures to the benefit of the United States of America, the US Department of Housing and Urban Development, and SHCNM, any of which will be entitled to involve any of the remedies available by law to redress any breach, or to compel compliance by the property partner.
- B. *Cooperation in Compliance Reviews.* The property partner will comply with SHCNM and funders in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

**8. ACCESS TO PROPERTY PARTNER RECORDS**

- A. The property partner will provide any information pertinent to this Contract which SHCNM or Funders may reasonably require.
- B. The property partner will permit SHCNM or funders, or any of their authorized representatives, to have access to the premises for the purposes of audit and examination and to have access to any books, documents, papers, and records of the property partner to the extent necessary to determine compliance with this contract.

**9. RIGHTS OF SHCNM IF PROPERTY PARTNER BREACHES THE CONTRACT**

- A. Any of the following will constitute a breach of the contract:



1. If the property partner has violated any obligation under this contract; or
  2. If the property partner has demonstrated any intention to violate any obligation under this contract; or
  3. If the property partner has committed any fraud or made any false statement in connection with this contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The SHCNM rights and remedies under the contract include recovery of overpayments, termination, or reduction of payments, and termination of this contract. If SHCNM determines that a breach has occurred, SHCNM may exercise any of its rights or remedies under this contract. SHCNM will notify the property partner in writing of such determination, including a brief statement of the reasons for the determination. The notice by SHCNM to the property partner may require the property partner to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by SHCNM in accordance with this contract will be effective as provided in a written notice by SHCNM to the property partner. SHCNM's exercise or non-exercise of any remedy will not constitute a waiver of the right to exercise that or any other right or remedy at any time.

#### **10. SHCNM RELATION TO THIRD PARTIES**

- A. SHCNM does not assume any responsibility for, or liability to, any person injured as a result of the actions of tenants and/or property partner's action or failure to act in connection with the implementation of this contract, or as a result of any other action or failure to act by the property partner.
- B. The property partner is not the agent of SHCNM and this contract does not create or affect any relationship between SHCNM and any lender to the property partner, or any suppliers, employees, contractors, or subcontractors used by the property partner in connection with this contract.
- C. Nothing in this contract will be construed as creating any right of the tenant or a third party (other than funders) to enforce any provision of this contract or to assess any claim against SHCNM, funders, or the property partner under this contract.
- D. By signing this contract, the property partner agrees and acknowledges that only SHCNM or funders may speak on behalf of the rental assistance status.

#### **11. CONFLICT OF INTEREST PROVISIONS**

- A. No employee of SHCNM who formulates policy or influences decisions with respect to the rental assistance program, and no public official or member of a governing body or state or local legislator who exercises their functions or responsibilities with respect to the program will have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from this contract or to any benefits which may arise from it.

#### **12. TRANSFER OF THE CONTRACT**

- A. The property partner may not transfer in any form this contract without the prior written consent of SHCNM. SHCNM may give its consent to a transfer if the transferee agrees in writing, in a form acceptable to SHCNM, to comply with all terms and conditions of this contract. If the property partner requests that SHCNM consent to assign the PPC to a new property partner, the property partner shall supply any information requested and required by SHCNM pertinent to the proposed new assignment.

#### **13. ENTIRE AGREEMENT: INTERPRETATION**

- A. This contract contains the entire agreement between the property partner and SHCNM. No changes in this contract will be made except in writing signed by both the property partner and SHCNM.
- B. This contract will be interpreted and implemented in accordance with SHCNM and its funders' requirements.

**14. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

- A. The property partner warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and the property partner has the legal right to lease the dwelling unit covered by this contract during the contract term.
- B. The party, if any, executing this contract on behalf of the property partner hereby warrants that authorization has been given by the property partner to execute it on behalf of the property partner.

Property Partner Name:	SHCNM Representative Name:
(Signature/Date):	(Signature/Date):

**WARNING:** 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, will be fined not more than \$10,000, or imprisoned for not more than five years, or both.



**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. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

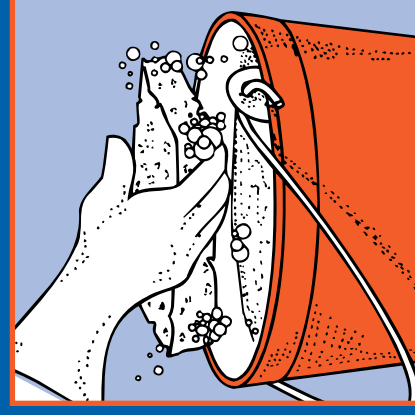
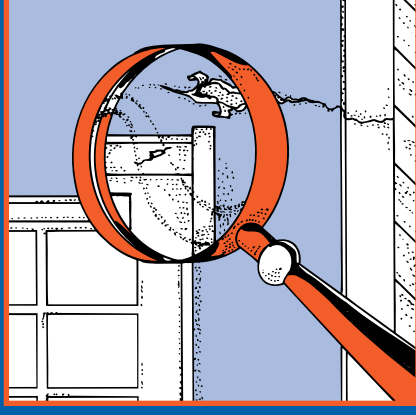
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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

## 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.



# Protect Your Family From Lead In Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

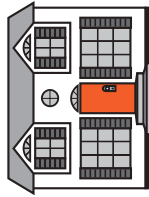


Recycled/Recyclable

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(minimum 50% postconsumer) process chlorine free.

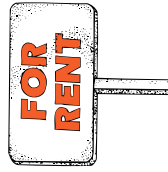
## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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.

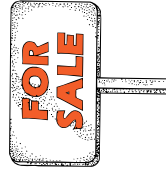


**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

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.

## 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

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

EPA747-K-99-001  
June 2003

## 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 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 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 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 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WCC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

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

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

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

Regional Lead Contact  
U.S. EPA Region 5 (DT-81)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**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

# 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.**

### People can get lead in their body if they:

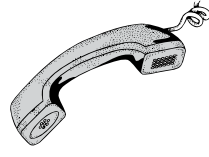
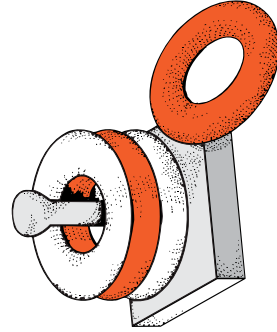
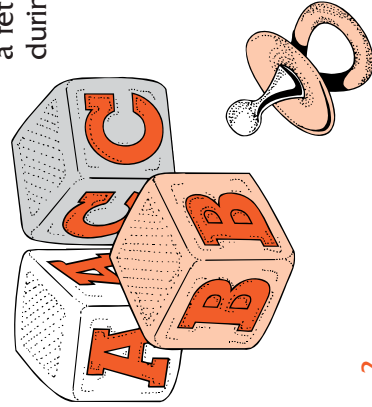
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

### 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.



## 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](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

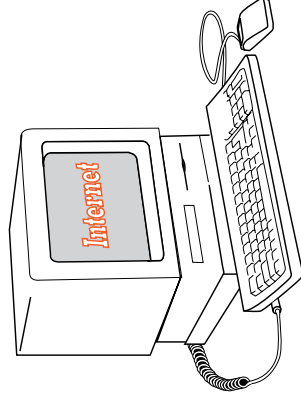
Call **1-800-426-4791** for information about lead in drinking water.

### 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](http://www.cpsc.gov).

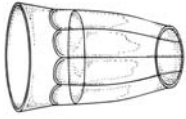
### Health and Environmental Agencies

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](http://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.

## Other Sources of Lead



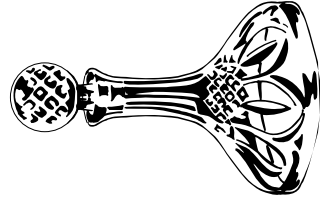
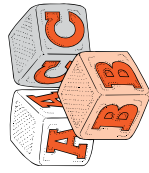
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in 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.

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

- ◆ **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.



## Lead's Effects

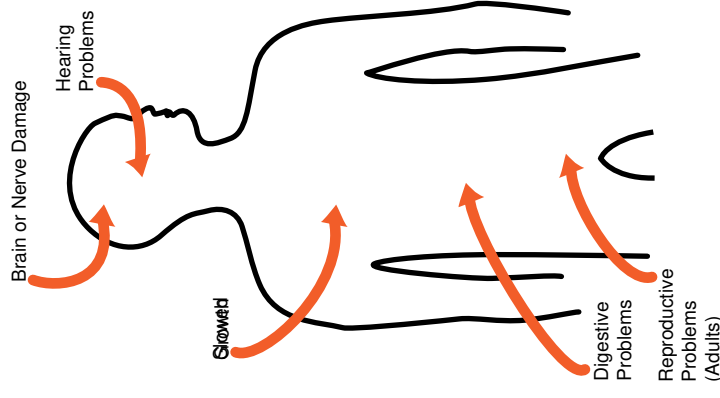
It is important to know that even exposure to low levels of lead can severely harm children.

- ◆ **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.

## 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.**



## Reducing Lead Hazards In The Home

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.

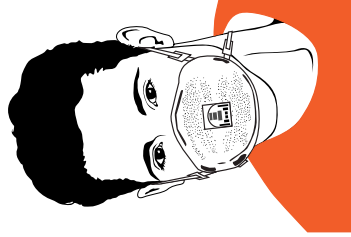
Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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.

**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.**



## 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.

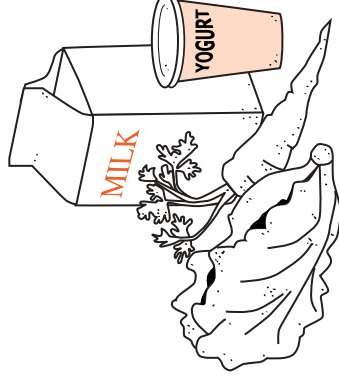
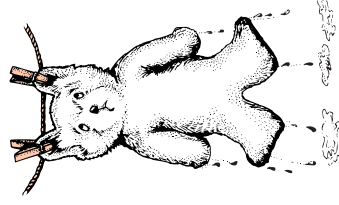
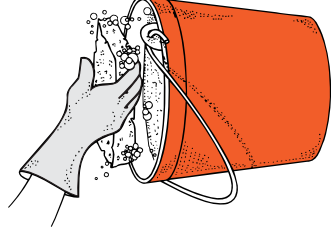
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.



## 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.



**PURPOSE OF FORM:** A tenant or applicant who asks for protection under the Violence Against Women Act (VAWA), referred to in this form as “you,” may use this form to fulfill a housing provider’s written request to certify status as a “victim” or document the incident(s) of “VAWA violence/abuse” as explained in the accompanying “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380 (VAWA Notice). For protections that depend on more than victim status or VAWA violence/abuse, you (the tenant or applicant) may be asked to provide other information or documentation to show that you qualify. However, you are not expected **and cannot be asked or required**—to claim, document, or prove victim status or VAWA violence/abuse other than as stated in the VAWA Notice.

This form is just **one of your available options** for responding to a housing provider’s written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in the VAWA Notice, in the section titled “What do I need to document that I am a victim?”.

**NOTE: VAWA protects individuals and families regardless of a victim’s actual or perceived sexual orientation, gender identity, or marital status.**

**CONFIDENTIALITY:** Your housing provider will keep strictly confidential any information you provide about the VAWA violence/abuse or the fact you are a victim, including the information on this form. This information can only be accessed by a person working for your housing provider if your housing provider explicitly authorizes that person’s access for a reason specifically called for under applicable law. This information will not be given to others or put in a database shared with others, unless your housing provider gets your written permission to do so for a limited time, is required to do so as part of an eviction or termination hearing or is required to do so by law.

**Note:** Any personal information you share in this form will not be collected nor maintained by HUD and will only be maintained by your Covered Housing Providers according to the confidentiality provisions above.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. **Date the written request for documentation of VAWA violence/abuse was received:** \_\_\_\_\_
2. **Name(s) of victim(s):** \_\_\_\_\_
3. **Name of applicant or tenant making (signing) this certification:** \_\_\_\_\_
4. **Name(s) of other member(s) of the household:** \_\_\_\_\_  
\_\_\_\_\_
5. **Name of the perpetrator (if known and can be safely disclosed):** \_\_\_\_\_
6. \_\_\_\_\_
7. **In your own words, briefly describe the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and include the relevant location(s), date(s), time(s) and the victim’s relationship to the perpetrator (if known and can be safely disclosed):**  
\_\_\_\_\_

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(Please note that you may attach additional pages as needed)

**Reasonable Accommodations:** If you are an individual with a disability and may need a reasonable accommodation, please contact [INSERT CONTACT]. A reasonable accommodation related to this documentation may include, for example, allowing an oral statement instead of written documentation, or an extension of time to submit the requested documentation.

**Regulatory VAWA definitions of domestic violence, dating violence, sexual assault, or stalking:**

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

*Dating violence* means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

*Sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

*Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others or
- (2) Suffer substantial emotional distress.

**Certification of Applicant or Tenant:** By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the VAWA definitions above.

**Signature** \_\_\_\_\_ **Signed on (Date)** \_\_\_\_\_

**Public Reporting Burden** for this collection of information is estimated to average 30 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.