

Camden County Senate Bill 40 Board

Housing Voucher Program Guidelines

Program Description

The Camden County Senate Bill 40 Board Housing Voucher Program (HVP) has been established in hopes of promoting independent and integrated living for Camden County residents with developmental disabilities. HVP is designed to assist individuals with developmental disabilities and families or guardians who have individuals with developmental disabilities living with them to obtain safe, decent, sanitary, and affordable housing within and throughout Camden County. The HVP offers rental assistance payments on behalf of eligible participants to landlords who choose to participate in the program. The monthly rental assistance payment is paid directly to the landlord on behalf of the participant(s), and the amount paid is based on the total household income of the participant(s).

How it Works

An individual, family, or guardian applies for rental assistance at the Camden County Senate Bill 40 Board office. Staff will determine eligibility. Once determined eligible, a rental dwelling is sought and determined. Staff will calculate the portion of the rental payments to be paid by the Camden County Senate Bill 40 Board and the portion of the rental payments to be paid by the individual or family. Staff will then contact the landlord for the home chosen to determine if the landlord is willing to participate in the program and to schedule a date for an initial inspection of the dwelling. Once the dwelling passes inspection; all parties sign all contracts, addenda, and agreements; and all monies due are paid to the landlord, the individual or family will begin occupying the dwelling. Each year thereafter, the process will be repeated.

Participant Eligibility

The following conditions apply to individuals or families to become eligible and remain eligible for participation in the HVP:

- The participant or participant family/household member must be determined to have a developmental disability as defined in RSMo 630.005 and be approved to receive Targeted Case Management services through the Camden County Senate Bill 40 Board or contracted entity by the State of Missouri Department of Mental Health, Division of Developmental Disabilities
- The participant or participant family/household member must be a resident(s) or in transition to becoming a resident(s) of Camden County
- The participant or participant family/household gross annual household income must be considered "Low Income" (80%) by the most recently published income limits per household size as determined by the United States Department of Housing and Urban Development (HUD)
- The participant or participant family/household cannot own a home(s), land, or other real estate
- The participant or participant family/household must be recertified no less than once annually on or before the participation anniversary date and must immediately (within 5 business days) report any changes in household composition or income for ongoing eligibility redetermination
- Only those individuals listed on the application for the HVP program will be allowed to reside in the home – failure to report a change in household composition will result in the immediate termination of HVP rental assistance (maximum amount of time visitors can stay is 1 week without prior written approval from the landlord and the Camden County Senate Bill 40 Board)
- Failure to report any increase in household income will result in the immediate termination of HVP rental assistance

- The participant or participant family/household must abide by the lease contract with the landlord and the provisions established within the HVP
- The participant or participant family/household must pay his/her/their portion of the rent (and late fees if paid late), utilities, and any other fees demanded as a condition of tenancy each month
- The participant or participant family/household member must be determined eligible to lease the home by the landlord's approval guidelines (tenant selection criteria)
- Residents/participants of Individual Supported Living (ISL), Group Home, Residential Care Facility (RCF), or other State programs are not eligible for participation in the HVP; however, if the residency/participation terminates, he/she/they will become eligible to participate in the HVP

Eligible Homes

To be an eligible home for participation in the HVP, the following conditions must apply:

- The home can be any single-family home not considered to be a "mobile" home or "trailer"
- The home can be an apartment, duplex, triplex, fourplex, or any other similar multi-family structure not considered to be a "mobile" home or "trailer"
- The home must pass a Housing Quality Standards inspection prior to occupancy and each year thereafter (special inspections may be required at any time due to complaints, remodeling, reasonable accommodation requests, tenant neglect, natural disaster, catastrophic damage, or other various reasons)
- The owner (landlord) must be willing to participate in the HVP and abide by the provisions established within the HVP
- Occupancy must comply with the standards established by the State of Missouri, i.e., no more than 2 occupants per bedroom except for the birth of a child or children during the effective lease contract period
- There cannot be less occupants than the total number of bedrooms in the home unless:
 - there is an approved personal assistant or supportive service individual(s) residing at the home or staying overnight on a regular basis as a condition of the supportive services agreement or other similar agreement related to the care and the well-being of the participant
 - there are not enough or no dwelling units available from landlords participating in the program at the time the dwelling unit is sought or needed

(NOTE: Effort to find the appropriate size dwelling unit must be documented and these exceptions MUST be approved by the Executive Director)

- Amenities of the home (i.e. pools, spas, hot tubs, exercise rooms, community rooms, or other features/fixtures) must comply with local, State, and/or Federal statutory/code requirements
- The participant or participant family/household portion of the monthly rent cannot exceed 40% of the gross annual household income if the monthly rent amount is higher than the most recently published "Fair Market Rents" schedule for Camden County by HUD (see next paragraph "Rents and Deposits")
- Homes identified as accommodating ISL, Group Home, RCF, or other State programs are not eligible homes for participation unless the proposed home is a separate, independent living area

Calculating Gross and Net Annual Income

Total calculated gross annual household income is the anticipated amount of individual or household income available from all sources collectively on an annual basis. Sources of income to be calculated include, but are not limited to, the following:

- Employment
- Government benefits (Unemployment, Social Security, Disability, etc.)
- Annuity payments
- Income from assets set aside on behalf of the participant or participant family/household member not conveyed by another household member, which includes inheritances, certificates of deposits, trusts,

retirement accounts, or other similar accounts, assets, or instruments of conveyance not immediately accessible to the participant or participant family/household – the lump sum cash value of the account, asset, or instrument is not considered income unless it is in the immediate possession of or immediately accessible for expenditure by the participant or a participant family/household member; however, periodic cash distributions from the accounts or instruments are considered income unless the monies are spent on services or supplies that are vital to the care of the eligible participant or participant member of the family/household (proof of receipts for such expenditures are required)

- Interest on checking and savings accounts
- Cash contributions from friends or family members for household or living expenses
- Lottery, raffle, gambling, or other proceeds/winnings in excess of \$600
- Other income, income from assets, or cash contributions to the household

Sources of income **NOT** included in the gross annual household income calculation are:

- Child Support
- Food Stamps
- WIC
- TANF
- Donations from non-profit organizations
- Payments made to vendors, creditors, or providers on behalf of the participant or participant family/household (excluding reimbursable or reimbursed child care expenses)
- Income tax rebates or refunds

The gross annual household income from all sources less allowable deductions equals net annual household income. Allowable deductions include:

- Out-of-pocket childcare or daycare expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket health, vision, dental, life, accidental death, or other related insurance premium expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Medicaid Spend-down/Premium expense or applicable portion thereof being paid on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket expenses or applicable portion thereof directly related to the treatment of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Utility allowance for all applicable utilities paid by the participant or participant family/household according to the most recently published Pulaski County Public Housing Agency Utility Allowance Schedule for Camden County by applicable bedroom size

Rents and Deposits

Any required security deposits shall be paid by the participant or participant family/household. The HVP rent calculation will be based on an amount not to exceed the most recently published “Fair Market Rents” schedule for Camden County by HUD or the actual contract rent, whichever is less. If the contract rent is below the “Fair Market Rent” amount, the participant(s) portion of rent will be 30% of net annual household income divided by 12, which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the contract

rent less the participant(s) portion of rent. If the contract rent is higher than the “Fair Market Rent”, the participant(s) portion of rent will be 30% of the annual household income divided by 12 plus the difference in the contract rent less the “Fair Market Rent”, which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the “Fair Market Rent” less the 30% of the participant(s) household income divided by 12 calculation.

Example #1 – Contract Rent is Higher than “Fair Market Rent”: An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an “all electric” home, and the landlord pays for water, trash, and sewer. The eligible participant’s gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$600 monthly. The most recently published “Fair Market Rent” for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant’s Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

\$600 (contract rent) - \$528 (“Fair Market Rent”) = \$72

\$256 + \$72 = \$328

Participant’s portion of monthly contract rent is \$328

HVP Portion

\$528 (“Fair Market Rent”) - \$256 (30% of participant’s monthly income) = \$272

HVP portion of monthly contract rent is \$272 (The minimum HVP portion shall be no less than \$100)

Please Note: The participant or participant family/household portion of the monthly rent cannot exceed 40% of the gross annual household income. In this scenario, the maximum rent to pay to be an eligible home would be: \$12,000 X 40% ÷ 12 = \$400

Example #2 – Contract Rent is Below “Fair Market Rent”: An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an “all electric” home, and the landlord pays for water, trash, and sewer. The eligible participant’s gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$500 monthly. The most recently published “Fair Market Rent” for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant’s Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

Participant’s portion of monthly contract rent is \$256

HVP Portion

\$500 (contract rent) - \$256 (participant’s portion of rent) = \$244

HVP portion of monthly contract rent is \$244 (The minimum HVP portion shall be no less than \$100)



**CAMDEN COUNTY SB 40 BOARD HOUSING VOUCHER PROGRAM
RENTAL ASSISTANCE CONTRACT**

LANDLORD NAME & ADDRESS Telephone No. _____	UNIT NO. & ADDRESS	TENANT(S) NAME(S)
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This Rental Assistance Contract ("Contract") is entered into between the Camden County Senate Bill 40 Board and the landlord identified above. This Contract applies only to the tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____ and will end upon the tenant(s) vacating the dwelling unit. The Contract automatically terminates on the last day of tenant(s) occupancy. Ninety (90) days written notice to the Camden County Senate Bill 40 Board is required if the landlord chooses not to renew the dwelling units lease with the tenant(s) or chooses not to participate in the Housing Voucher Program (HVP) any longer; furthermore, ninety (90) days' written notice to the landlord is required if the Camden County Senate Bill 40 Board chooses not to continue HVP payments to the landlord on behalf of the tenant(s) – this requirement does not apply to failed Housing Quality Standards (HQS) inspections or the refusal by the landlord to meet Reasonable Accommodations requests.

A dwelling unit contract between the landlord and the tenant(s) must be in effect and attached hereto prior to the execution of this Housing Voucher Program (HVP) Rental Assistance Contract. Each period of tenancy hereafter must also have an executed dwelling unit contract in effect and attached hereto as well. If no executed dwelling unit contract is in effect, this HVP Rental Assistance Contract shall be considered terminated immediately upon the end of the most recent dwelling unit contract period. No "month-to-month" contracts are acceptable as a condition of this Contract unless the dwelling unit is a unit is subject to program participation in any USDA, HUD, MHDC, or other governmental housing program. The dwelling unit contract must specify a beginning and ending date to the period of the dwelling unit contract (cannot be less than 6 months – this also excludes any dwelling unit subject to program participation in any USDA, HUD, MHDC, or other governmental housing program), rental amount for the dwelling unit (must be on a monthly basis), rent payment due date, utilities paid by the landlord/tenant for the dwelling unit, maintenance/repair costs (for general, identifiable items) in the event of tenant(s) damages, rules/guidelines for dwelling unit occupancy, procedures/guidelines for reporting dwelling unit maintenance/repair issues, and the landlord's guarantee/obligation to complete maintenance/repair requests (excluding light bulb replacements, filter changes, lawn maintenance, and other minor day-to-day items, no tenants shall be responsible for performing maintenance/repairs to any dwelling unit).

2. SECURITY DEPOSIT

- A. The tenant(s) will pay a security deposit to the landlord in the amount of \$ _____. The landlord will hold this security deposit during the period the tenant(s) occupy the dwelling unit under the dwelling unit lease contract period(s). The landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the tenant(s) have moved from the dwelling unit, the landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant(s) under the Lease. The landlord will give the tenant(s) a written list of all items charged against the security deposit and the amount of each

item. After deducting the amount used as reimbursement to the landlord, the landlord shall refund the full amount of the balance within 30 days of vacating the unit to the tenant(s).

- C. The landlord shall immediately notify the Camden County Senate Bill 40 Board when the tenant(s) have moved from the dwelling unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT(S) AND THE CAMDEN COUNTY SENATE BILL 40 BOARD

- A. *Initial Rent.* The initial total monthly rent payable to the landlord for the first twelve months of this Contract is \$_____.
- B. *Landlord Rent Adjustments.* With no less than ninety (90) days' notice to the tenant(s) and the Camden County Senate Bill 40 Board, the owner may propose a reasonable adjustment to be effective no earlier than the first day of any subsequent dwelling unit contract period. Rent adjustments cannot be made during an existing dwelling unit contract period. The proposed rent may be rejected by either the tenant(s) or the Camden County Senate Bill 40 Board. The tenant(s) may reject the proposed rent by providing the landlord with 30 days' written notice of intent to vacate. If the Camden County Senate Bill 40 Board rejects the proposed rent, the program administrator must give both the tenant(s) and the landlord 30 days' notice of intent to terminate this HVP Rental Assistance Contract.
- C. *Tenant(s) Share of the Rent.* Initially, and until such time as both the landlord and the tenant(s) are notified by the Camden County Senate Bill 40 Board, the tenant's share of the rent shall be \$_____.
- D. *Camden County Senate Bill 40 Board Share of the Rent.* Initially, and until such time as both the landlord and tenant(s) are notified by the Camden County Senate Bill 40 Board, the Camden County Senate Bill 40 Board's share of the rent shall be \$_____. The Camden County Senate Bill 40 Board assumes no obligation for the tenant's portion of the rent, or for payment of any claim by the owner against the tenant(s). The Camden County Senate Bill 40 Board's obligation is limited to making rental payments on behalf of the tenant(s) in accordance with this HVP Rental Assistance Contract.
- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of this Contract. The landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. No late or other fees shall be assessed against the Camden County Senate Bill 40 Board's portion of the rent for any reason. The landlord agrees that the endorsement on the check shall be conclusive evidence that the landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the landlord is providing the services, maintenance and utilities agreed to in the dwelling unit contract between the tenant(s) and the landlord.
 2. the Contract unit is leased to and occupied by the tenant(s) named above in this Contract.
 3. the landlord 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 landlord's knowledge, the unit is used solely as the tenant's principal place of residence.
- F. *Overpayments.* If the Camden County Senate Bill 40 Board determines that the landlord is not entitled to any payments received, in addition to other remedies, the Camden County Senate Bill 40 Board may deduct the amount of the overpayment from any amounts due the landlord, including the amounts due under any other HVP Rental Assistance Contract.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The landlord 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. The Camden County Senate Bill 40 Board shall 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 the Camden County Senate Bill 40 Board determines that the landlord is not meeting these obligations, the program administrator shall have the right, even if the tenant(s) continue occupancy, to terminate payment of the (Camden County Senate Bill 40 Board share of the rent and/or terminate the Contract.

5. TERMINATION OF TENANCY

The landlord may evict the tenant(s) following applicable state and local laws. The landlord must give the tenant(s) at least ninety (90) days' written notice of the termination and notify the Camden County Senate Bill 40 Board in writing when eviction proceedings have begun. This may be done by providing the Camden County Senate Bill 40 Board with a copy of the required notice to the tenant(s).

6. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The landlord shall 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, national origin, or familial status. The obligation of the landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, State of Missouri, County of Camden, and the Camden County Senate Bill 40 Board, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The landlord shall comply with the Camden County Senate Bill 40 Board conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

7. CAMDEN COUNTY SENATE BILL 40 BOARD ACCESS TO LANDLORD RECORDS

- A. The landlord shall provide any information pertinent to this Contract which the Camden County Senate Bill 40 Board may reasonably require.
- B. The landlord shall permit the Camden County Senate Bill 40 Board, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF CAMDEN COUNTY SENATE BILL 40 BOARD IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the landlord has violated any obligation under this Contract; or
 - (2) If the landlord has demonstrated any intention to violate any obligation under this Contract;
or

- (3) If the landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
 - (4) If the landlord fails to make appropriate repairs as a result of failed inspection(s)
 - (5) If the landlord fails to make reasonable accommodations requests or fails to identify the reasons for the failure to make reasonable accommodations requests
 - (6) If the landlord fails to abide by conditions set out in the dwelling unit contract between the landlord and tenant(s)
- B. The Camden County Senate Bill 40 Board's right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the Camden County Senate Bill 40 Board determines that a breach has occurred, the Camden County Senate Bill 40 Board may exercise any of its rights or remedies under this Contract. The Camden County Senate Bill 40 Board shall notify the landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Camden County Senate Bill 40 Board to the landlord may require the landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by the Camden County Senate Bill 40 Board in accordance with this Contract shall be effective as provided in a written notice by the Camden County Senate Bill 40 Board to the landlord. The Camden County Senate Bill 40 Board exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. CAMDEN COUNTY SENATE BILL 40 BOARD RELATION TO THIRD PARTIES

- A. The Camden County Senate Bill 40 Board does not assume any responsibility for, or liability to, any person injured as a result of the landlord'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 landlord.
- B. The landlord is not the agent of the Camden County Senate Bill 40 Board and this Contract does not create or affect any relationship between the Camden County Senate Bill 40 Board and any lender to the landlord, or any suppliers, employees, contractors or subcontractors used by the landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the tenant(s) or a third party to enforce any provision of this Contract or to assess any claim against the Camden County Senate Bill 40 Board or the landlord under this Contract.

10. TRANSFER OF THE CONTRACT

The landlord shall not transfer in any form this Contract without the prior written consent of the Camden County Senate Bill 40 Board. The Camden County Senate Bill 40 Board shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Camden County Senate Bill 40 Board) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the landlord and the Camden County Senate Bill 40 Board. No changes in this Contract shall be made except in writing signed by both the landlord and the Camden County Senate Bill 40 Board.
- B. The Contract shall be interpreted and implemented in accordance with Camden County Senate Bill 40 Board requirements.

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the landlord 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 landlord hereby warrants that authorization has been given by the landlord to execute it on behalf of the landlord (a copy of the document authorizing representation must be attached hereto).

Landlord Name (Type or Print):	Camden County Senate Bill 40 Board Representative (Type or Print):
(Signature/Date)	(Signature/Date)

LANDLORD'S CHECK TO BE MAILED TO:

SS/EIN NO. _____

NAME(S) _____

ADDRESS _____

SIGNATURE OF LANDLORD DATE

SIGNATURE OF LANDLORD DATE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

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?* on page 2 for further information.



Landlord Questionnaire

This questionnaire is designed to help you provide all the necessary data so this process can be smooth and prompt.

Your identification	
Property Owner	
Property Manager	
Contact information	
Address of Unit	
Details needed about the rental unit	
Type of Unit (house, duplex, apartment)	
Year Constructed/Built	
If the unit was built before 1978, please complete and sign the Lead Based paint disclosure	
If the unit was built before 1981, please complete and sign the Asbestos disclosure	
Does the Unit have AC? What type (window, central, etc.)?	
Does the Unit have Heat? What type (wood, electric, natural gas, propane, etc.)?	
Type of utilities found in the unit (natural gas, propane, all electric, well water, public water system, etc.)	
What Utilities will be paid by the Landlord?	
What Utilities will be paid by the Tenant?	
Number of bedrooms and bathrooms in the unit	

Property Manager/Landlord: _____ Date: _____



FY 2015 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2015 Camden County FMRs for All Bedroom Sizes

The following table shows the Final FY 2015 FMRs by unit bedrooms for
Camden County, Missouri.

Final FY 2015 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$438	\$560	\$664	\$946	\$1,176

[Click Here for FY2014 FMRs](#)

FY 2015 FMR areas continue to use the revised Office of Management and Budget (OMB) area definitions that were first issued in 2003 along with HUD Defined Metropolitan Areas (HMFAs) as described in the FY2011 FMR documentation, which can be found at ([Camden County FY2011 FMR Documentation system](#)). Although OMB issued new Metropolitan area definitions in [February 2013](#), the Census Bureau [did not incorporate these definitions](#) into the 2012 American Community Survey (ACS) data. No changes have been made to these OMB-defined areas since the publication of Final FY2011 FMRs.

Camden County is a non-metropolitan county.

Fair Market Rent Calculation Methodology

[Show/Hide Methodology Narrative](#)

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2008-2012 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2015.



FY 2015 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2015 Income Limits Summary

FY 2015 Income Limit Area	Median Income Explanation	FY 2015 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Camden County	\$52,600	Very Low (50%) Income Limits (\$) Explanation	18,450	21,050	23,700	26,300	28,450	30,550	32,650	34,750
		Extremely Low (30%) Income Limits (\$)* Explanation	11,770	15,930	20,090	24,250	28,410	30,550*	32,650*	34,750*
		Low (80%) Income Limits (\$) Explanation	29,500	33,700	37,900	42,100	45,500	48,850	52,250	55,600

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2014 Median Family Income and Income Limits for Camden County](#)

Select a different county or county equivalent in Missouri:

Camden County
Cape Girardeau County

Select any FY2015 HUD Metropolitan FMR Area's Income Limits:

Abilene, TX MSA

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 EXISTING HOUSING ALLOWANCES FOR TENANT- FURNISHED UTILITIES AND OTHER SERVICES							Date Effective: February 1, 2015								
Locality: Pulaski County PHA				Camden, Laclede, Miller, Pulaski											
UTILITY OR SERVICE				MONTHLY DOLLAR ALLOWANCES											
				1 BR			2BR			3 BR			4BR		
				APT	TRL	HS	APT	TRL	HS	APT	TRL	HS	APT	TRL	HS
HEATING a: Natural Gas b: Bottle Gas c: Electric d: Oil/Other				24	39	45	28	44	50	32	49	55	36	53	60
				47	79	94	55	92	106	63	104	120	71	116	134
				14	35	33	19	36	39	24	37	44	29	38	49
COOKING a: Natural Gas b: Bottle Gas c: Electric d. Coal/Other				5	5	5	6	6	6	9	9	9	10	10	10
				8	8	8	10	10	10	16	16	16	18	18	18
				6	6	6	7	7	7	8	8	8	10	10	10
OTHER ELECTRIC				22	28	31	29	39	40	35	50	48	41	60	57
AIR CONDITIONING				5	6	7	8	10	12	11	14	16	14	17	20
WATER HEATING a: Natural Gas b: Bottle Gas c: Electric d: Oil/Other				15	15	15	21	21	21	26	26	26	29	29	29
				26	26	26	39	39	39	47	47	47	53	53	53
				13	13	13	19	19	19	23	23	23	27	27	27
WATER				20	20	20	24	24	24	28	28	28	32	32	32
SEWER				30	30	30	34	34	34	37	37	37	41	41	41
TRASH				11	11	11	11	11	11	11	11	11	11	11	11
RANGE/MICROWAVE				12	12	12	12	12	12	12	12	12	12	12	12
REFRIGERATOR				13	13	13	13	13	13	13	13	13	13	13	13
OTHER- MONTHLY ELECTRIC FEE				15	15	15	15	15	15	15	15	15	15	15	15
MONTHLY NATURAL GAS FEE				10	10	10	10	10	10	10	10	10	10	10	10
ACTUAL FAMILY ALLOWANCES: To be used by the family to compute allowance. Complete below for the actual unit rented.							Utility or Service		Per Month Cost						
							Heating		\$						
Name of Family							Cooking		\$						
							Other Electric		\$						
							Air Conditioning		\$						
Address of Unit							Water Heating		\$						
							Water		\$						
							Sewer		\$						
							Trash		\$						
							Range/Microwave		\$						
							Refridgerator		\$						
Number of Bedrooms							Other		\$						
							Other		\$						
							Total		\$						

Inspection Form

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number		Date of Request (mm/dd/yyyy)	
Inspector		Date Last Inspection (mm/dd/yyyy)		Date of Inspection (mm/dd/yyyy)	
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number	
A. General Information					
Street Address of Inspected Unit				Housing Type (check as appropriate)	
City				<input type="checkbox"/> Single Family Detached	
County				<input type="checkbox"/> Duplex or Two Family Row	
State				<input type="checkbox"/> House or Town House	
Zip				<input type="checkbox"/> Low Rise: 3,4 Stories, Including Garden Apartment	
Name of Family				<input type="checkbox"/> High Rise; 5 or More Stories	
Current Telephone of Family				<input type="checkbox"/> Manufactured Home	
Current Street Address of Family				<input type="checkbox"/> Congregate	
City				<input type="checkbox"/> Cooperative	
County				<input type="checkbox"/> Independent Group Residence	
State				<input type="checkbox"/> Single Room Occupancy	
Zip				<input type="checkbox"/> Shared Housing	
Number of Children in Family Under 6				<input type="checkbox"/> Other:(Specify)	
Name of Owner or Agent Authorized to Lease Unit Inspected					
Telephone of Owner or Agent					
Address of Owner or Agent					

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
4.10 Smoke Detectors	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- ☐ 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
☐ 2 = Dining Room or Dining Area
☐ 3 = Second Living Room, Family Room, Den, Playroom, TV Room
☐ 4 = Entrance Halls, Corridors, Halls, Staircases
☐ 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
☐ 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0	Building Exterior					
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐



Missouri's

Landlord- Tenant Law



The rights &
responsibilities of
landlords & tenants

Missouri Attorney General
CHRIS KOSTER





Chris Koster is sworn in as attorney general by state appellate Judge Joseph Dandurand, now deputy attorney general. Niece Claire Koster holds the Bible.

Guide can help tenants, landlords avoid disputes

Dear Missourians,

Disputes between landlords and tenants are common, and many could be avoided if both parties better understood Missouri law and were more aware of their rights and responsibilities.

To help Missourians become better informed, I am glad to provide this basic guide on Missouri's Landlord-Tenant Law and the rental process.

Chris Koster

Attorney General

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General obligations

Landlord-tenant disputes are a common occurrence in the renting process. Some of these disputes could be avoided if landlords and tenants were aware of their rights and responsibilities.

Tenants should:

- Pay rent on time.
- Use reasonable care and not damage property.
- Properly dispose of garbage.
- Refrain from taking on additional occupants or subleasing without the landlord's written permission.

Landlords should:

- Make property habitable before tenants move in.
- Make and pay for repairs due to ordinary wear and tear.
- Refrain from turning off a tenant's water, electricity or gas.
- Provide written notice to tenants when ownership of the property is transferred to a new landlord.
- Not unlawfully discriminate.



Put it in writing

The best way to avoid later problems is to address issues in a lease. Put it in writing who has to mow the lawn, fix a clogged sink or pay the utility bills.

1997 provisions

Laws passed in 1997 offer greater protection for tenants renting from unresponsive landlords as well as more options for landlords to get rid of drug dealers and destructive tenants. Among the provisions:

- Authorizes county courts to order the quick removal of tenants involved in drug-related criminal activity or violence, even when there is no arrest. Prior written notice is not required to remove a tenant.
- Allows landlords to remove abandoned personal items once they have complied with notice requirements.
- Makes a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allows a tenant, under certain circumstances and after giving a landlord 14 days' notice, to deduct one-half month's rent or up to \$300 (whichever is greater) for repair of code violations when a landlord neglects property. This can be done once a year.



- Allows a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limits occupancy to two persons per bedroom except for children born during the lease period.



Mobile home lots

The law requires landlords to give 60 days' notice before terminating leases for mobile home lots when the lease is for less than one year.



The lease

Renters are bound either by an oral or written agreement.

WRITTEN AGREEMENT

Written agreements are more common and better protect the tenant and the landlord.

When a lease is signed by both parties, it becomes a binding legal contract. If any party does not fulfill the terms of the lease, the person who defaults can be sued, which can be expensive.

A tenant is not excused from honoring a lease simply because he does not understand or did not read it.

When considering a written lease agreement, tenants should:

- **Read the entire contract** and ask questions or obtain a legal opinion about unclear provisions.
- **Ask for changes.** If tenants dislike certain provisions in the lease, they have the right to ask landlords to amend the lease with written changes.

However if a landlord refuses, which he has a right to do, a tenant must decide whether to sign the lease. If changes are made, both the tenant and landlord should initial the changes.

- **Do not rely on verbal statements.** All promises and agreements should be in writing for your protection.

BASIC LEASE PROVISIONS

At a minimum the lease should include:

- Landlord's name, address and phone number.
- Address of rental property.
- Amount of monthly rent.
- Rent due date and grace period (if any).
- Amount of security deposit and conditions for its return.
- Length of lease.

OTHER QUESTIONS

Before renting, tenants might get other questions answered or address them in the lease:

- Who will pay for electricity, gas and water?
- What repairs and cleaning will the landlord do?
- What is the policy on keeping pets?
- Are fees charged for late payments?
- Who takes care of the yard and removes snow?



Signed lease

A lease for one year or more must be written and signed by the tenant and landlord.



ORAL AGREEMENT

An oral agreement obligates the landlord and tenant for only one month. A landlord can evict the tenant or raise rent with only one month's notice. Likewise, the tenant can give notice to vacate on one month's notice.

(One month's notice means a full calendar month, and must include a full rental period. For example: If your rent is due on the third day of the month, your rental period runs from the third of the month to the third of the following month.)

The tenant or landlord must give **written** notice to terminate the tenancy.

Oral notice from either party to the other is not valid.

LANDLORD CAN END LEASE

A landlord can end a lease:

- When a tenant doesn't pay rent.
- At the end of a written lease.
- When a tenant damages property.
- When a tenant violates a condition of a written lease.
- When a tenant is involved in criminal activity.

Expiration of lease

Leases specify a date on which the tenant must move. Neither the landlord nor tenant is required to give notice.

Some leases contain an automatic renewal clause. These are automatically renewed unless the tenant notifies the landlord he will move when the lease ends.

Any agreement between a tenant and landlord allowing the tenant to stay after the lease ends should be in writing. Otherwise if there is a disagreement, the tenant may be charged double rent.

MILITARY PERSONNEL PROVISIONS

Active-duty members of the armed forces may end a lease with 15 days' notice if they:

- Receive a permanent change of station.
- Receive temporary duty orders to a station at least 25 miles away for 90 days or more.
- Are discharged or released from active duty.
- Are ordered to live in government-supplied quarters.

Under these conditions, a tenant is entitled to a full refund of the security deposit if other lease provisions have been met. Tenants in the military may have additional rights under the Service Members Civil Relief Act.



Cyber law

You can find the state statutes at www.moga.mo.gov/statute/search. Chapters 441, 534 and 535 address landlord-tenant issues.

Subleasing

If a tenant wishes to move out before a lease ends, he may choose to sublease. This means leasing your lease to another person who moves in and pays rent.

However with subleasing, you still are responsible to your landlord for the original lease. You also can be held responsible for any problems created by the new tenant.

Before subleasing to another individual, the tenant must get the landlord's approval. Missouri law allows the landlord to double the amount of rent if a tenant subleases without approval.

If a tenant needs to move out before the lease terminates, the lease may be canceled if the landlord approves. The tenant and landlord must sign a statement that the lease has been canceled by mutual agreement.

Remember, you need a written agreement to sublease or cancel your lease.



Security deposit

Under Missouri law, a landlord can only require a maximum two months' rent as a security deposit.

At the end of the lease, the landlord has 30 days to return the security deposit with an itemized list of damages for which any portion of the deposit is kept.

During that 30-day period, the landlord must notify the tenant of the time and date when the landlord plans to inspect the dwelling.

The tenant has the right to be present during the move-out inspection, which must be conducted at a reasonable time.

To avoid last-minute problems, tenants should ask the landlord in what condition he expects the unit to be left. Then allow plenty of time for cleaning.

The landlord may keep all or part of a deposit to pay for actual damages (not for normal wear and tear), unpaid rent, or lost rent due to the tenant moving out without adequate notice.

The tenant **may not** use the security deposit to pay the last month's rent.

Remember to give the landlord your forwarding address in writing. Otherwise, he may not be able to send your deposit.



A tenant may not use the security deposit to pay for the last month's rent.

Know the Landlord-Tenant Law



If the landlord has wrongfully withheld all or part of a deposit, the tenant may sue to recover up to twice the amount wrongfully withheld.

Repairs

One way to avoid problems with repairs is to have a written agreement, preferably in your lease. The agreement should state which repairs are the landlord's responsibility and which are the tenant's.

The landlord should be responsible for repairs caused by ordinary wear and tear and natural forces such as the weather. Tenants should pay for damages resulting from their own negligence or the negligence of a guest.

If repairs are needed, ask the landlord to make repairs within a reasonable period of time. If repairs are not made, make a written request for the necessary repairs and keep a copy of the letter.

If the repairs still are not made, the tenant may seek legal assistance. If the dwelling becomes unsafe due to the repair problems, the tenant should contact local health or housing authorities.

If a tenant withholds rent payments until repairs are completed, the renter may be in violation of the lease and may be subject to eviction.



A tenant may violate the lease and face eviction if he withholds rent until repairs are made.



Under **very limited** circumstances, the tenant may make repairs and deduct the cost from rent if the tenant:

- Has lived on the property for at least six months.
- Has paid all rent owed.
- Is not in violation of the lease.
- Has notified the landlord of the problem and has allowed at least 14 days for the landlord to respond.
- Has, at the landlord's request, received verification from city inspectors that the problem violates city code.

If the landlord still does not fix the code violation within 14 days of receiving the city's notice, then the tenant can proceed with the repairs.

The amount of the repair must be verified by receipts. **In most cases, the cost of repair must be less than \$300 or one-half month's rent (whichever is greater), and can be done once a year.**

Eviction

A landlord may not evict a tenant without a court order. The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates the terms of the lease.
- Injures the lessor or another tenant.
- Allows drug-related criminal activity on the premises.
- Fails to vacate at the end of the lease term.
- Gambles illegally on the property.

The tenant will receive a notice that an eviction lawsuit has been filed and will have the opportunity to be heard in court before any eviction.



A tenant may sue a landlord if all or part of the security deposit is wrongfully withheld.



Discrimination

Landlords cannot refuse to sell, rent, sublease or otherwise make housing available based on a renter's race, color, religion, sex, disability, familial status or national origin.

Landlords also cannot charge some individuals higher rent or falsely state that housing is not available for discriminatory reasons.

However, there are some exceptions to these rules. If you believe you have been a victim of housing discrimination, contact one of these agencies:

Missouri Human Rights Commission

Toll-free: 877-781-4236

Jefferson City: 573-751-3325

St. Louis: 314-340-7590

U.S. Department of Housing and Urban Development

Housing Discrimination Hotline:
800-669-9777

Metropolitan St. Louis Equal Housing Opportunity Council

For residents of St. Louis city and St. Louis, St. Charles, Franklin and Jefferson counties:
314-534-5800 or 800-555-3951

Publications, online topics

CONSUMER GUIDES

- Know your Rights (for general public)
- Student Consumer Guide (for college students)
- Conozca sus Derechos (for Hispanics)

Publications and consumers topics available at ago.mo.gov:

CAR/HOME

- All About Autos
- Check a Charity for giving
- Door-to-Door Sales
- Home Repair Fraud
- Identity Theft
- Internet Fraud
- Landlord-Tenant Law (available in Spanish)
- Lien Law
- Warranties

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REVISED MARCH 2009

Sample Residential Lease Contract

BY THIS AGREEMENT made and entered into on _____, 20____, between _____, herein referred to as Lessor, and _____, herein referred to as Lessee. Lessor leases to Lessee the _____ bedroom, _____ bath premises situated at _____, in the City of _____, County of _____, State of _____. The term of the lease shall commence on _____, 20____, and to end on _____, 20____, at _____ o'clock _____ .m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$) per month in advance on the _____ day of each calendar month beginning _____, 20____, at _____, City of _____, State of _____, or at such other place as Lessor may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to _____.

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of _____ Dollars (\$ _____).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of _____ Dollars (\$) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$ _____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Occupants. Lessee agrees that the demised premises shall be occupied by the following (include Lessee's and all occupants' names below):

Unless approved in writing by the Lessee, only the above listed occupants shall reside in the demised premises or any part thereof.

9. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

10. Keys. Lessee will be given key(s) to the premises and mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$).

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner.

14. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his/her employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease

shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises as listed:

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep all applicable utilities paid; keep the walks free from dirt and debris; and, at his/her sole expense, shall pay for all required repairs whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Maintenance and repairs of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

23. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

24. Display of Signs. During the last _____ days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

25. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least 30 days.

26. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

27. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on _____ days' written notice served by either Lessor or Lessee on the other party.

28. Notice of Intent to Vacate. Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination or other reasonable changes in the terms of this Agreement; however, the "Rent" amount in section 1 shall not change during the lease contract. Lessee shall also give no less than 30 days notice to Lessor of any changes in terms of tenancy; however, the Lessee may be subject to additional rents or other charges if the Lessee gives an advance notice to vacate date prior to the lease contract ending date unless the Lessor agrees in writing to mutually terminate the lease contract with the Lessee prior to the lease contract date.

29. Surrender of Premises. At the expiration of the lease term or upon the mutually agreed vacate date, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

30. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom as allowed by law. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

31. Abandonment. If, at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his/her option and allowed by law, enter the demised premises. If deemed vacated by Lessee, Lessor may re-let the demised premises, or any part thereof, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper or is allowed by law and is hereby relieved of all liability for doing so.

32. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

33. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Lead Paint Disclosure. "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."

35. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

36. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: _____

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

SAMPLE

**MOVE-OUT CLEANING INSTRUCTIONS AND
SECURITY DEPOSIT DEDUCTION SCHEDULE**

Head of Household Name: _____

Full Address: _____

Apartment/Unit Number (if applicable): _____ Date: _____

MOVE-OUT CLEANING INSTRUCTIONS

Kitchen	Cost
Clean refrigerator, shelves, crisper, under crisper and under food guard.	
Clean cupboards, under sink, tile, exhaust fan and faucet fixtures.	
Clean under burners, controls, burner rings, drip pans and oven. Ensure oven cleaner doesn't drip below or on floor.	
Clean and wax floor.	
Clean air-conditioning and heating unit closed.	
Living Room and Dining Room	
Carpets and drapes must be vacuum cleaned in accordance with the Lease Agreement.	
Baseboards cleaned and finger prints or other marks cleaned of switches and walls.	
Traverse rods cleaned.	
Window sills cleaned, windows washed and screens washed or cleaned.	
Remove stick-on picture hangers by first wetting and then removing; do not rip-off. If damaged, each:	
Clean fireplace.	
Bedrooms (Same as living room and dining room.)	
Closets vacuumed and clothes hangers removed.	
Bathrooms	
Tub, toilet, toilet tank, vanity bowl, cupboard and medicine cabinet cleaned.	
Clean chrome fixtures throughout, also exhaust fan.	
Clean/scrub tiles, shower, shower doors and shower door runners	
Clean and wax floor.	
Garage and Patios	
Patios cleaned.	
Garage floor swept, all refuse carried away and storage compartment cleaned.	
General/Storage	
Take out all trash, rubbish and debris.	

Turn in all keys when vacating.

SECURITY DEPOSIT DEDUCTION & REPAIR COST SCHEDULE

Carpet/Flooring	
Shampoo	\$ 50 and up
Burns, tears, holes	Cost to repair or replace
Vacuum/Mop	\$ 15
De-flea	Actual cost
Total replacement	Actual cost
Pet treatments:	Actual cost
Painting	
Touch-up	\$ 25 and up
Full rooms	Actual cost
Repair/Replacement	
Damage to walls or doors	Cost to repair or replace
Appliance repair	Cost to repair or replace
Broken windows	Cost to repair or replace
Plumbing, electrical, or other fixtures	Cost to repair or replace
Missing broiler pans or racks	\$ 15 and up
Drapes, stained or damaged	Cost to repair or replace
Mini or vertical blinds	Cost to repair or replace
Missing or burned out light bulbs	\$ 1 each
Replace or repair wallpaper	Actual cost
Miscellaneous	
Exterminate	\$ 30 and up
Deodorize	\$ 25 and up
Failure to return key	\$ 3 per key
Replace or re-key locks/deadbolts	\$ 25 per cylinder
Other items or repairs not listed	Actual cost

This guide is based on estimated costs and is subject to change. Normal wear and tear to the dwelling unit will not be considered damages.

Guardian/Head of Household Signature

Date



LEAD BASED PAINT DISCLOSURE ADDENDUM
(Landlord/Tenant Use)
Disclosure of Information on Lead-Based Paint
and/or Lead-Based Paint Hazards

LESSOR: _____

PROPERTY: _____

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 (Initial the applicable lines)

a) _____ **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: (check one below)**

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

☐ 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 one below)**

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

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Check the applicable box, then initial and date)

c) _____ **LESSEE HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE AND/OR,**

d) _____ **LESSEE HAS RECEIVED THE PAMPHLET**
"Protect Your Family from Lead in Your Home"

Licensee's Acknowledgment: (initial)

e) _____ Licensee assisting Lessor 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.

f) _____ Licensee assisting Lessee has provided Lessee a copy of the Lead Based Paint Brochure form.

Certification of Accuracy

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

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.

IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

LESSOR	DATE	LESSEE	DATE
LESSOR	DATE	LESSEE	DATE
LICENSEE ASSISTING LESSOR	DATE	LICENSEE ASSISTING LESSEE	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 11/03. All previous versions of this document may no longer be valid.

Asbestos Disclosure

Lease Effective Date: ____/____/____

Lessee (Head of Household): _____(AKA, "The Tenant")

&

Lessor: _____(AKA, "The Landlord")

Lease Property Location:

Address: _____

City: _____ State: _____ Zip: _____

The above mentioned parties do hereby agree as follows:

A common building material that is sometimes present in many buildings that were built before 1981 is asbestos.

Only the presence of asbestos materials does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding and any other remodeling activity that may release dust into the air and cause asbestos particles to be released.

Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.

The below signed Tenant(s) hereby acknowledge that this Asbestos Disclosure is a warning that the Leased Property may contain asbestos and due to this the Tenant may be exposed to a chemical that is known to cause cancer.

The Tenant(s) also hereby agree that there are to be no modifications, repairs, and or alterations to the premises without the written approval of the Landlord and this approval will

be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.

The Tenant(s) may only hang items on the wall with hangers that are less than one-quarter of an inch in diameter. The Tenant(s) will also immediately notify the Landlord when a hole larger than one-quarter of an inch in diameter exists, when wallboard or ceilings begin to crumble or peel, and / or any evidence of water leakage.

☐ The Landlord hereby discloses any known information regarding asbestos that is located in or around the following areas of the Leased Property:

☐ The Landlord has no knowledge of any asbestos located in or around the Leased Property.

Signature of the Tenant	Date
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Signature of the Landlord	Date
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