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Housing/Zoning Department
Equal Housing Opportunity

Dear HUD Section 8 Landlord:

This packet includes informational and sample forms related to the following topics:

- The Section 8 Rental Assistance Program and Housing Quality Standard Inspections
- Responsibilities of Landlords
- Tenant Application Process including Reference Forms
- Reasonable Accommodations/Modifications
- Pet Rules and Regulations
- Rental Agreement/Lease
- Rental Deposits
- Move In/ Move Out Inspections Information
- Other Notices

**NO FORM OR INFORMATION IN THIS PACKET IS TO BE USED TO REPLACE
LEGAL COUNSEL OR REPRESENTATION.**

If you have questions or comments about the information provided, please contact us at the sites listed above.

Sincerely,

Mary Schrader
Director, Housing/Zoning

Request for Tenancy Approval
Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2002)

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) City of Marshalltown Housing/Zoning Department Rent Assistance Program			2. Address of Unit (street address, apartment number, city, State & zip code) 24 North Center Street Marshalltown, IA 50158		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amount	8. Date unit available for inspection
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development					
11. Utilities and Appliances The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.					
Item	Specify fuel type				Provided by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range/Microwave					
Other (specify)					

Sample

12. Owner's Certifications. By executing this request, the owner certifies that:

a. The most recent rent charged for the above unit was \$ _____ per month. This rent included the following utilities:

The reason for any differences between the prior rent and the proposed rent in Block 6 is:

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State or Tribal certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. PHA Determinations.

a. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

b. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

c. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner or Other Party Authorized to Execute the Lease		Print or Type Name of Family	
Signature		Signature (s)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

[Handwritten signatures and initials are present over the signature lines.]

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

Lead Warning Statement

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

Lessor's Disclosure (initial)

____ (a) Presence of lead-based paint 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 lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor

Date

Lessor

Date

Lessee

Date

Lessee

Date

Agent

Date

Agent

Date

NONDISCRIMINATION AND PRIVACY POLICY

The HA will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, military status, source of income, marital status or presence of children in a household; nor will any criteria be applied, nor information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this plan shall relate to the attributes and behavior of the individual members of the household.

The HA shall not, on account of race, creed, color sex, age, class, disability, religion, military status, source of income, marital status or the presence of children deny to any family the opportunity to apply for assistance or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs. (24CFR100)

The Marshalltown Housing Authority is fully committed to providing reasonable accommodations to its applicants and participants with handicaps or disabilities.

The HA provides Voucher holders information on Federal/State/local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders packet. The HA will provide referrals and information to applicants and participants about local organizations which provide assistance in filing discrimination complaints.

It is also the policy of the HA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals records maintained by the PHA. Therefore, the Housing Authority shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits the HA's ability to collect such information as it may need to determine eligibility or compute rent.

INFORMATION PROVIDED TO PROSPECTIVE LANDLORDS ABOUT PARTICIPANTS

The HA will provide the following information about program participants to prospective landlords:

- a. current address; and
- b. if known, name and address or owner of participant's current and prior address.

The HA will inform all property owners interested in participating in the Section 8 Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by the HA.

The HA may offer the owner other information in the HA's possession about the family including information about the tenancy history of family members or about drug trafficking by family members. The same types of information will be provided to all families and all owners.

QUALITY CONTROL REVIEW

HUD requires a percentage of all units inspected by the HUD inspectors to be reviewed for errors in the inspection process. This is a national rule, and while it has been in existence for some time, it has only recently been enforced.

We believe our firefighters are very stringent in their inspection procedures, unlike some of the inspectors in large, metropolitan areas. Quality control inspections are done on a monthly basis, and must include both initial and annual inspections, as well as a variety of housing types and including the work of a cross section of the inspectors.

Quality control inspections are part of HUD procedures. Letters are sent to the tenant and the landlord of any unit picked in the random selection process. While we encourage both the landlord and the tenant to be present for the brief inspection (usually not more than 10 or 15 minutes) it is not a requirement that both be present. Our office is also willing to make adjustments in times for the inspections. A call to the office to reschedule is all that is necessary. The Housing Director generally does the quality control inspections, but other staff members may also participate.

If you have questions regarding the quality control inspection process, please contact the housing office at 754-5756.

HOUSING QUALITY STANDARDS (HQS)

The following are some of the standards developed by the Department of Housing and Urban Development (HUD) which must be met before a unit can be subsidized by the Section 8 Existing Rent Assistance Program. Although this is only an outline of the items which will be inspected, it does not include many things that may pose a health or safety hazard. Any one item which does not pass the HQS inspection will fail the entire unit.

Paint**Any and all chipping, peeling, cracking or scaling paint requires attention. This includes but is not necessarily limited to the exterior (trim, porches, foundation, overhang, etc.) and interior (walls, woodwork, ceilings, cupboards, window wells, etc.). The treatment required involves scraping or wire brushing and applying two (2) coats of non-lead base paint. If feasible, the affected area can be scraped and covered in a way that would eliminate the exposed area, such as with paneling or sheet metal. If the inspection is done in the winter and the exterior paint needs treatment, it must be scraped immediately and painted no later than June 30th.

**ONLY IF THERE IS A CHILD SIX (6) YEARS OF AGE OR YOUNGER IN THE FAMILY

Electrical-All outlets and light fixtures must be operable with cover plates. Splices and pigtailed wiring must be done in accordance to code and contained in metal junction boxes with covers. In many cases, extension cords are used improperly and could be a potential electrical hazard. A certain number of outlets and light fixtures are required in each room. All bathroom and kitchen outlets must be ground fault outlets.

Plumbing-Sinks are required to have gas traps. Plumbing must be free of major leaks and corrosion. The water heater must have a pressure relief valve with a discharge line extending from 6-8 inches from the floor.

Heating and Venting-The unit must have a heating system capable of providing adequate heat to all rooms used for living. If the unit is furnished with a gas furnace and/or water heater, venting to the flue will be checked to insure gases can escape efficiently through the chimney.

Appliances-The unit must have a working refrigerator, stove, and oven, furnished either by the landlord or the tenant. Missing knobs or loose fitting doors could fail an appliance. If the stove is gas and the burners are designed to be self-igniting, the stove would fail if burners must be ignited with a match.

Exterior-The foundation, chimney, roof, porches, etc. must be in sound and stable condition. A chimney missing a number of bricks and mortar would fail. If a gutter or downspout is loose, it would need to be secured.

General-Any consecutive steps of four or more require a handrail. Porches of thirty (30) inches or higher will need secure railings. The main bathroom must have either an openable window or a mechanical exhaust vent. Second floor bedrooms must have some type of egress in case of fire. A porch roof, fire ladder, or something similar would meet this requirement. Windows must be self-supporting without the use of props.

Please remember the list above is only a general explanation of the program's requirements. Anything that could be a potential health or safety hazard would require attention.

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; noninsulated 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., tripping) 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, especially 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"/>	<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"/>	<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 openable 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 openable 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 I, 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 checklist.

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/playroom, 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 openable. 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? 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

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 or Inconclusive, date 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? 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

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?	<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 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

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 the eaves) show 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 tiedown 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 openable 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 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"/> 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

Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes No

2. How many people live there? _____

3. How much money do you pay to the owner/agent for rent? \$ _____

4. Do you pay for anything else? (specify) _____

5. Who owns the range and refrigerator?(insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____

6. Is there anything else you want to tell us? (specify) _____

RESPONSIBILITIES OF LANDLORDS

Protect Yourself and Your Housing

Read, Understand and Comply with provisions of laws and court decisions regarding rental properties. **Choose Good Tenants** by establishing an applicant screening process.

DO NOT USE PROTECTED CHARACTERISTICS AS A BASIS FOR DENIAL

Document, Document, Document. Develop good rental rules, leases, forms, etc.

Use and Keep Paper Work to prove your actions.

- Have each tenant sign a copy of written Rules and Regulations.
- Each applicant should fill out an application form.
- Check references on all adult applicants in the same manner.
- Decide whether to insist on period term lease or 30 day notice method.
- Give the tenant a written copy of Conditions for Return of Rental Deposit listing charges.
- Use a Move-In/Move Out checklist to avoid arguments about the condition of the unit. Both landlord and tenant should sign the completed Move-In inspection form.

Maintain Your Rental Properties in a Healthful and Safe Manner.

- Make reasonable repairs, maintenance, upgrades to attract good tenants.
- Join a Landlord's Association for innovative ideas, education, advocacy, networking.

Be Consistent in Dealing with Tenants

- Give persons with disabilities accommodation and allow property modification.
- Offer incentives to encourage tenants to comply with Rules of Residency.

Make a Reasonable Profit Margin. Rental Property is a BUSINESS; Protect Your Cash Flow!

Protect Your Reputation.

Courtesy, Cooperation, Communication, Compliance:

- Be fair and reasonable with applicants and tenants in all transactions.
- You might be technically correct but were you reasonable?

Cooperate With the Tenant Within Reason; Use Balance and Compassion.

- Avoid confrontations, adversarial relationships if possible. Respect the point of view of others.
- Do what you say you will do and do it when you say you will do it.
- Word of mouth reports of difficult or unfair landlords get around.
- Landlords want tenants to say, "Yes, I would rent from Mr. Jones again."

Be Prepared; Know the Laws That Apply to Rental Property Ownership. Ignorance of the Law is No Excuse.

- Have a copy of the Iowa Landlord Tenant Law and read it.
- Know local, state and federal Fair Housing Laws.
- Know City Codes regarding building, noise, occupancy, health and safety.
- Know special housing program rules and regulations (Section 8).

Landlords are not social workers, law enforcement officers, or parents, but they often take those roles.

TIPS FOR LANDLORDS FOR ACCEPTING AND REVIEWING APPLICATIONS

1. You may ask an applicant about convictions, but not about arrests or charges. Asking about arrests or charges may have a disparate impact on protected persons.
2. There is no foolproof method to avoid tenants who engage in criminal activities. The best method seems to be for the Landlord to do a reference check with the law enforcement agency which has jurisdiction over the applicant's previous addresses. This only guarantees the applicant has not been convicted in this area. Different law enforcement agencies have different policies/regulations regarding requests for police reports.
YOU MUST DO A CRIMINAL CHECK ON ALL APPLICANTS IF YOU DO IT ON ONE. ALL APPLICANTS MUST BE TREATED EQUALLY.
3. Providing applicants notice that recent felony and aggravated misdemeanor convictions are not acceptable criteria for tenancy might deter such offenders from pursuing the application.
4. If the landlord gives the applicant opportunity to explain past problems before the landlord learns about them during a reference check, the landlord is better prepared to make decisions regarding tenancy.
5. None of us is perfect and sometimes we are victims of circumstances beyond our control. Please consider the date of the applicant's problems. The Fair Housing laws regarding alcoholism and drug addiction do not protect "recent" or current activity/involvement. A landlord may want to consider "What is recent?" or "When should this debt to society be considered adequately paid?"
6. Establish written conditions regarding circumstances when poor credit history will disqualify an applicant. Criteria for requiring a co-signer should also be an established, written policy.
7. Landlord/Tenant laws in Iowa were developed originally to protect tenants from unscrupulous landlords. Legal Aid and Legal Services are agencies created to assist low income residents with legal problems. The Fair Housing laws and court interpretations of these laws provide room to maneuver legally and morally for both tenants and landlords. The landlord, as well as the tenant, benefit from the specifics of these laws which govern rental issues.

WHEN A SECTION 8 LANDLORD SHOULD CONTACT THE HOUSING OFFICE

1. If any utilities for which the tenant is responsible have been disconnected or discontinued.
2. If there are additional persons living in the unit that are not listed on the lease, or if persons including children, leave the household.
3. If a move-out notice is received.
4. If a tenant moves out without giving notice.
5. If the tenant is not paying their share of the rent.

REMEMBER: If you serve a notice (3 Day Failure to Pay Rent or Non-compliance with the lease) you must provide a copy to the Housing Office.

Recommended RENTAL PROCEDURES and SUGGESTED DIALOGUE for Landlords

Advertise: Applications are being accepted for the rental of a _____
(examples: small 2 bedroom apartment or large 4 bedroom house)

Include these facts so the applicant will know whether the vacancy is appropriate for them:
Amount of rent; Deposit; Address or General Location of the Unit; Other pertinent information.

As you receive inquiries explain, "If you are interested in this property, I want you to read the RULES OF TENANCY for this unit. If you agree to follow these rules and are still interested, you will then complete the APPLICATION TO RENT."

Be prepared to describe the size of the bedrooms, size and arrangement of the total unit, the condition of the unit, amenities, distance to schools, public transportation, shopping, churches.

SUGGESTED DIALOGUE: (You must be consistent!)

"When I have received your completed application I will show you the property. If you are still interested, I will check your personal/housing references, your credit/employment records. I will check for records of evictions, non-payment of rents, property damages or disturbances, and possible criminal activity.

I check references for all applicants thoroughly. I do not rent to anyone whose references I can't contact. I rent to the first applicant who meets my tenant selection criteria."

When you have chosen the best applicant for your unit, contact them to offer them the unit. Schedule the move-in appointment, listing what the applicant must do prior to the signing of the Rental Agreement, such as providing proof that the utilities are in the applicant's name, etc. You should also state the amounts of rent due and deposit due.

At the move-in appointment time you should:

1. Collect the rent and deposit
2. Go through the unit and complete the Move-In check list
3. Sign the Rental Agreement/Lease and the Damage Deposit Agreement
4. Complete any pet/service animal agreement
5. Review maintenance procedures, other pertinent information

DO NOT: Attempt to qualify applicants over the phone.
Say anything that might be evaluated as discouraging the applicant

NEVER SAY: "Too many children, must speak English, not enough income, too small for your family, impossible to install ramp, absolutely no animals for any reason."

DO: Describe the property available, not the people/conditions you accept.
Keep all applications/reference checks/leases/notes for at least 3 years.
Keep a log of all phone inquiries/requests for repairs/complaints/etc.
Be consistent: use the same rent structures, deposits, procedures for all applicants/tenants.
Make reasonable accommodations for applicants/tenants with disabilities.
Allow applicants/tenants with disabilities to **make reasonable modifications** to the rental unit.

DEFINITION OF FAIR HOUSING-All people have the right to equal opportunity to live peacefully and pleasantly in the house and neighborhood of their choice in a price range they can afford.

Equal housing opportunity is **NOT EQUAL ACCESS** housing.
Equal housing opportunity is **EQUAL OPPORTUNITY TO BE CONSIDERED**.

APPLICATION FOR TENANCY

Each adult applicant must provide photo "ID", fully complete an application **AFTER** reading/agreeing to follow our Rules of Tenancy. We accept as many applications as possible. We check references for **ALL** applicants. We do not rent to anyone whose references we cannot contact. We must have **ONE** personal reference who has known you for at least 3 years and who is **NOT** a relative. We do not automatically rent to the first applicant, we do rent to the first applicant who meets our criteria. We make our decision based on personal history you can control. We may require a co-signer.

How did you learn of this vacancy? Ad in Paper _____ For Rent Sign _____ Referred By _____ Other _____

Application for Vacancy at _____ Rent \$ _____ Deposit \$ _____ Possession Date _____

Name of Applicant _____ Present Address _____

Home Phone _____ Work Phone _____ Are you at least 18 years of age? Yes _____ No _____

List the Names and Relationships of Anyone Who Will Occupy the Unit

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Are you on Section 8 Housing? Yes _____ No _____ If yes, how long have you been on the program _____

SOCIAL SECURITY _____ **DRIVER'S LICENSE** _____

PRESENT ADDRESS _____ **PRESENT LANDLORD** _____

HOW LONG AT THIS ADDRESS _____ **RENT \$** _____ **LANDLORD ADDRESS** _____

List all rental addresses for the last three years, Landlord names, addresses, phone numbers.

EMPLOYER _____ **ADDRESS** _____

PHONE NUMBER _____ **LENGTH OF EMPLOYMENT** _____ **POSITION** _____

List information regarding all employers for the past 3 years:

List any other source of income for the family and the monthly amount received:

List any outstanding debts and the monthly amounts for payments:

Have you ever paid rent payments late? Yes No Have you ever been evicted? Yes No

Have you ever been or are you presently an illegal user/abuser of a controlled substance? Yes No

Have you ever been convicted of illegal manufacture/distribution of a controlled substance? Yes No

If the answer to any of the above questions is "yes" please explain:

Are you able to meet the occupancy standards as stated in the Lease/Rules of Tenancy? Yes No

Do you have a pet? Yes No

Do you have a water bed? Yes No

Do you plan in-residence business activities? Yes No If yes, please explain:

Two on-site parking areas per unit. Guests and other vehicles must park off-site.

Number of Cars Number of Licensed Drivers List the make/model/license plate number for all vehicles:

Non-relative Reference Address Phone

Contact for Emergency Address Phone

Nearest Living Relative Address Phone

No persons other than those specifically named on this application will be permitted to occupy the dwelling without the written permission of the Landlord. Acceptance of this application by the Landlord is the Applicant's notice to the Landlord of the Applicant's interest in renting the dwelling, and gives the Landlord permission to check the Applicant's references and to obtain a credit report and shall not constitute a completed agreement to rent the premises. A Rental Agreement must be signed prior to occupancy. In the event the applicant is offered the unit and if the applicant refuses to sign the Rental Agreement promptly, for any reason whatsoever, it is understood and agreed that any deposit required for processing this application or any deposit to hold the unit shall be forfeited to the Landlord.

I certify information on this application is correct and complete to the best of my knowledge.

I understand the information on this application will be checked for accuracy.

I authorize the Landlord/Landlord's agent to verify information I have given

I authorize the Landlord to request and receive a credit report in my name.

I understand no criminal activity or disturbances of any kind are allowed on rental premises.

I understand I paid the application/credit check fee to have my references checked.

Signature of Applicant Date Time Paid

Signature of Applicant Date Time Paid

Housing Reference Form

Name of Reference _____ Address _____

Applicant _____

The applicant named above has applied for admittance to one of our rental properties. Before we can approve the applicant we need your cooperation in answering some questions regarding the tenant's occupancy at your rental property.

1. Dates of occupancy: _____
2. Why is the applicant leaving? _____
3. Has the applicant fulfilled the lease term or is the lease being broken with just cause? _____

4. Have you received a 30 day move out notice? _____
5. Has the rent been paid on time? _____ If not, how often was the payment late? _____
Is any rent now due? _____
6. Did the applicant disturb other tenants or neighbors? _____
7. Are you aware of any criminal activities or criminal history related to this tenant? _____
8. Have you been in the residence recently? _____ If yes, does the apartment show signs of damage above normal wear and tear? _____ Is the apartment clean and orderly? _____
9. Have there been problems with the children? _____
10. Have there been problems with visitors, guests, or unauthorized persons in the apartment? _____
11. Are/were there pets in the household? _____
12. Are you evicting this tenant or would you rent to this tenant again? _____
13. Comments _____

Signature _____ Date _____
(Present/Former Landlord)

Landlord Representative _____ Date _____

Personal Reference Form

Applicant _____

Address _____

1. Reference Name _____

2. Address _____

3. Phone Number _____

4. Relationship to Applicant _____

5. How long have you known the applicant? _____

6. Is the applicant:

Dependable? _____

A good housekeeper? _____

Respectful of others property? _____

7. Does the applicant have problems with his/her children? _____

8. If you owned property would you be willing to rent to them? _____

9. Comments:

RENTAL REFERENCE CHECK GUIDE

Applicant Name _____

Address of Rental Unit _____

Landlord/Agent _____

Suggested Format: "Hello. May I speak to _____. My name is _____. I am checking references for _____. Would you answer a few questions for me please?"

PREVIOUS RENTAL HISTORY

Landlord/Agent/Manager _____ Date _____

Address _____ Phone Number _____

1. Has (applicant) rented from you? Yes _____ No _____
2. At what address did (applicant) rent from you? _____
3. What were the approximate dates of occupancy? _____
4. Is (applicant) a relative? Yes _____ No _____
5. Did (applicant) have any pets? Yes _____ No _____
6. What monthly rent did (applicant) pay? _____
7. Did (applicant) pay the rent on time? Yes _____ No _____
8. Please comment on (applicant's) housekeeping. _____
9. Did (applicant) damage the unit? Yes _____ No _____ If yes, please explain: _____

10. Did (applicant) follow your Rules? Yes _____ No _____ If no, please explain: _____

11. Did (applicant) fulfill the occupancy term of the lease? Yes _____ No _____
12. Did (applicant) provide 30 day notice prior to moving? Yes _____ No _____
13. Does (applicant) have a delinquent account with you? Yes _____ No _____
14. WOULD YOU RENT TO (APPLICANT) AGAIN? Yes _____ No _____

**KEEP ALL RECORDS ON ALL APPLICANTS AND TENANTS
FOR AT LEAST THREE (3) YEARS.**

EMPLOYMENT HISTORY

Applicant _____ Date _____

Employer/Supervisor _____ Address _____ Phone _____

1. Is (applicant) employed by your company? Yes _____ No _____ If yes, for how long? _____
2. Is this full time employment? Yes _____ No _____ If no, please explain. _____
3. Is this position subject to transfer? Yes _____ No _____
4. Is this position temporary? Yes _____ No _____
5. Describe (applicant's) work habits. _____
6. Would you rehire (applicant)? Yes _____ No _____ If no, please explain. _____
7. Weekly/monthly income _____ Commissions/Bonus _____
8. (Applicant's) present address _____ Phone Number _____
9. Are you a relative of (applicant)? Yes _____ No _____
10. Would you rent property to (applicant)? Yes _____ No _____ If no, please explain. _____

PERSONAL REFERENCE

Name _____ Date _____	Name _____ Date _____
1. Are you related to (applicant)? Yes _____ No _____	1. Are you related to (applicant)? Yes _____ No _____
2. How long have you known (applicant)?	2. How long have you known (applicant)?
3. What is your relationship with (applicant)?	3. What is your relationship with (applicant)?
4. Would you recommend (applicant) as a prospective tenant?	4. Would you recommend (applicant) as a prospective tenant?
5. If you owned rental property would you rent to (applicant)?	5. If you owned rental property would you rent to (applicant)?

Automobile Information Form

Name _____

Address _____ Apt. # _____

Make	Model	Year	Color	License Plate #

REASONABLE ACCOMMODATIONS

Housing providers are required to offer reasonable accommodations in rules, policies, practices, procedures and facilities to persons with disabilities. These changes should enable them to enjoy equal access to the rental property and its facilities. Compliance with Fair Housing laws requires the housing provider evaluate rules, policies, practices, procedures and facilities regarding all applicants and tenants, and especially evaluate them for persons with disabilities. The provider must change traditional rules to comply with the laws and to accommodate tenants with disabilities.

In general the housing provider is required to treat every applicant the same and to give every applicant equal opportunity to be considered for the property. However, for applicants and tenants with disabilities, the provider must give additional services and assistance.

Does the benefit of continued housing to the tenant, or the benefit of providing housing to the applicant, outweigh the burdens and costs to the Landlord?

It is important for the housing provider to decide if an accommodation is reasonable or not. .

Examples of Reasonable Accommodation

- Allowing the person with disabilities to mail the rent instead of delivering it in person.
- Assigning a parking place closest to the exit or unit to tenants with mobility disabilities.
- Allowing persons with disabilities to keep service or quality of life animals.
- Not counting a home health aide, therapist, nurse, etc., as an additional tenant or guest.
- Allowing the tenant to move to a more suitable unit when one becomes available.
- Adjusting rules so the tenant is able to comply.
- Installing light or buzzer intercom systems to alert tenants with different needs.
- Providing whatever assistance is reasonable to enable the tenant to meet reasonable requirements of tenancy.
- Considering the effects of weed sprays, roach/insect treatments, cleaning solutions, fabric dyes, heating system defects, etc., on chemically sensitive persons.
- Releasing a tenant with disabilities who must move from lease requirements.

Violations of these rights may result in a Fair Housing complaint alleging discrimination.

REASONABLE MODIFICATIONS

Landlords are required to allow persons with disabilities to make reasonable modifications to the landlord's property at the expense of the person with disabilities. If reasonable modifications are necessary for the person to have full enjoyment of the premises and the person can afford the expense, the landlord must allow the changes.

The landlord may require prior approval of the plan and design, and may require the work to be done by a licensed contractor and according to city code. Modifications may be done to the interior of individual living units, as well as to the exterior of buildings and main entrances, common use areas, lobbies, laundry rooms and hallways.

In certain circumstances the landlord may require an additional deposit to assure sufficient funds will be available to restore the interior of the unit to original condition at the end of tenancy. This deposit is to be kept in a separate interest bearing escrow account. This must be determined on a case-by-case evaluation.

The question, "What is reasonable?" is used to decide if the tenant must return the property to original condition. If the modifications will interfere with the next tenant's use and enjoyment of the property then the landlord may require the modifications be undone. It is considered unreasonable to require the tenant to return property to original condition when the modifications will not interfere with the next tenant. Generally any modifications to the exterior or common use areas would not be returned to original condition.

EXAMPLES OF REASONABLE MODIFICATIONS

- Building ramps over steps to allow wheelchair or walker access.
 - Installing lever door openers instead of knob openers.
- Widening door openings by installing swing-away hinges or wider doors.
 - Installing grab bars and hand rails.
 - Installing wheelchair accessible shower stalls.
- Removing under the sink cupboards in bathrooms and kitchens.
 - Lowering light switches and raising electrical plug-ins.
 - Changing the location of telephone jacks.
 - Lowering kitchen counter tops.
- Installing door bells, smoke alarms with flashing lights instead of buzzers.
 - Making curb cuts and walk cuts.

The landlord may charge any tenant for substantial damage caused to the property by the tenant. The landlord may not charge the tenant for normal wear and tear to the property. A traffic pattern of wheelchair wear in the carpet or nicking door frames and walls with a wheelchair is considered normal wear and tear, not substantial damage.

The landlord or property owner does not assume greater liability as a result of injuries or damages that may be caused by a tenant with disabilities. However, the landlord is not absolved of liability the landlord causes to any tenant for personal injury or property damages.

Cities and counties may also be required to make accommodations in rules and ordinances for persons with disabilities. An ordinance which prohibits obstructions on public sidewalks would be waived to allow construction of a wheelchair ramp even though the ramp might obstruct the sidewalk. Sometimes there is no other practical way to install ramps which are necessary to enable persons in wheelchairs access to their housing.

A major area of accommodation is how the landlord regards guide dogs and assistive animals. It is necessary to review Code of Iowa, Chapter 216C, Rights of Blind, Partially Blind and Physically Disabled.

GUIDELINES FOR ASSISTIVE ANIMALS

- Even though there is a “No Pets” policy, an exception must be made for the seeing eye dog, hearing aid dog or assistive animal.
- An exception to the “No Pets” rules must also be made for animals necessary for the “quality of life” of the tenant.
- A pet deposit for a service aid animal or a quality of life animal must be reasonable and not onerous.
- Additional payments for such animals may not be required.
- Allowing assistive animals for persons with disabilities does not void a “No Pets” rule for other tenants without disabilities.
- The tenant must keep an assistive animal under control at all times.
- The tenant is responsible for any damages an assistive animal may cause.
- Under Iowa Code, Chapter 216C “assistive animals are those specially trained or in the process of being trained by a recognized training facility.” However, court decisions allow an animal necessary for the quality of life or emotional health of the tenant to have no special training.
- Owners of such animals have the right to be accompanied by such animals in all public places.
- Owners of such animals are entitled to all the same full and equal accommodations, facilities, and privileges as the general public and are subject to the same conditions as the general public.
- Animals necessary for quality of life or emotional health of a tenant must be recommended by a health care professional.

Pet Rules and Regulations

SECTION 1

Definition, Limitation of Type, Size and Number

1. **Common household pets** shall be defined as and restricted to cats, dogs, birds, and fish. Reptiles, rodents, rabbits, or any other animal will not be considered as a “common household pet.”
2. Each household is limited to one acceptable, common household pet. A tank or bowl of fish is considered one pet. There are no limitations on the size, type, or number of fish permitted other than the restriction that they must be contained in a tank holding no more than ten (10) gallons of water.
3. Dogs must be of a type/breed that will weigh no more than twenty (20) pounds and measure no more than fourteen (14) inches in height when full grown.

SECTION 2

Initial Requirements

1. Before permission for pet ownership will be granted, the following requirements must be met and evidence of the same submitted to the landlord along with a pet application form. A pet verification form must be completed by a practicing veterinarian currently licensed to practice in the state of Iowa.
 - a. All pets must be in good health to be considered acceptable.
 - b. Dogs and cats must be neutered or spayed.
 - c. Cats must have front paws declawed.
 - d. Dogs and cats must be properly vaccinated and licensed.
 - e. Birds must be vaccinated for applicable diseases.
2. Dogs and cats must wear flea collars at all times. Name tags (pet name and owner name) along with applicable licensing tags must be affixed to the collar for identification purposes.

SECTION 3

Annual Requirements

1. Once initial permission has been granted for pet ownership, pets must be examined and properly evaluated and or treated by a licensed veterinarian at least once a year. Each time the pet is examined, a verification form must be completed by the veterinarian and submitted to the landlord.

Section 3 (continued)

2. The landlord reserves the right to request that a pet immediately be examined by a veterinarian if it is brought to the attention of management, and/or if it is the opinion of management that the pet may constitute a threat to the health and safety of either the pet owner(s) or any other person(s) on the premises. Management makes no representations that they are experts in being able to properly evaluate the health of any pet. Management, therefore, assumes no responsibility or further liability for any error in judgment. It shall be noted that it is the responsibility of the pet owner, *not management*, to continually monitor the health of the pet and see that the pet is in good health at all times.

SECTION 4

Confinement/Control of Pet

1. Birds must be kept in cages at all times and not allowed to fly freely within the apartment or house.
2. Cats and dogs must be kept on a leash and under the constant supervision and control of the owner when outside the unit. No cat or dog can be staked or left alone outside at any time.
3. No pet will be allowed in the common areas, if applicable, such as a laundry area, at any time. Common entry ways and interior hallways may only be used while owners are entering or exiting the building with pets.
4. The control of the pet is the sole responsibility and liability of the pet owner. Should the owner fail to keep the pet under control, management will issue the owner either a written warning or demand the owner remove the pet from the premises immediately. Management's action will be based on the severity of the infraction and/or the number of times the owner has been warned of minor violations.
5. Pet owners must be present in the unit for scheduled routine inspections and scheduled pest control spraying. Management cannot be expected to do non-emergency service work on a timely basis if the pet owner is not available and present in the unit when the management has scheduled routine maintenance.
6. Pets must not be allowed to disturb the quiet, peaceful enjoyment of others living at or near the premises.
7. Dogs may not be left alone and unattended in the owner's unit for more than a two (2) hour period unless previous arrangements have been made with another individual to be available to care for and control the pet if it becomes necessary. The name and telephone number of the designated pet sitter must be provided to the management, and the pet sitter must have keys to gain access to the unit should it be required.
8. Residents will not be allowed at any time to pet sit pets owned by non-residents. Guests of residents may not bring pets on the premises under any circumstances.

SECTION 5

Daily Care of Pet

1. All pet food must be stored in airtight containers to prevent pest control problems.
2. Feeding containers must be cleaned regularly.
3. Cat litter boxes must be emptied, cleaned, deodorized and changed regularly to prevent odor in the unit. Litter boxes must be kept on tile floors and not placed on carpeted areas. Cat litter must be put in a tied, heavy duty plastic trash bag before placing in dumpster.

4. Bird cages must be cleaned thoroughly on a regular basis.
5. Dogs must not be allowed to urinate on plantings and shrubs. All pet waste must be picked up immediately by the pet owner and properly disposed of in a tied plastic trash bag, which is then placed in the dumpster.
6. Animals must be kept properly bathed and clean, and kept free of fleas, ticks, and other pests.
4. Pet owners must be capable of properly caring for the pet. A release form indicating a designated alternate caregiver must be submitted by the pet owner to management prior to issuance of the pet approval form. The alternate caregiver should be available immediately should the need arise.

SECTION 6

Damages and Pet Deposit

1. Pet owners are responsible for all damages done to any dwelling unit and/or any part of the premises (interior or exterior) by their pet. The pet owner agrees to make all necessary repairs and correct all damage to the satisfaction of management or pay management to make the repairs within fourteen (14) days from the date of notification of required action. If damage is of an emergency nature, management will perform the work immediately and bill the owner accordingly. *At any time* the management can revoke permission for pet ownership in order to prevent further damage to the property.
2. A pet deposit must be submitted with the pet application before approval is granted. The deposit will be held as long as the pet remains in the unit or until the unit is vacated and has been inspected for damages.

Pet Deposit Requirements:	Dog/Cat	\$ _____
	Bird/Fish	\$ _____

SECTION 7

Insurance Requirements

1. Pet owners must provide proof of liability and personal property insurance for damage, which might result directly or incidentally as a result of actions of the pet.

Pet Rules and Regulations

Resident _____

Address _____

____ I have read and fully understand the rules, regulations and requirements for pet ownership and I agree to abide by these conditions accordingly.

I grant full authority to the Alternate Caregiver listed below to act on my behalf to immediately care for my pet if required and/or to determine what action is appropriate and in the best interest of my pet should I become incapable of properly caring for my pet, or should I be incapable or unavailable to make such a decision when and if it becomes necessary. I understand that if the individual listed below cannot be reached by management or fails to act accordingly when required, management will contact the local Humane Society and they will proceed to act in the pet's best interest.

Name of Alternate Caregiver _____

Address _____

Telephone Number _____

I understand the authority given to me by _____ in the above statement, and I agree to accept responsibility for the pet if it becomes necessary.

Alternate Caregiver

Signature _____

Date _____

____ I do not have a pet at this time. I realize it is my responsibility to complete the necessary paperwork and obtain written authorization prior to bringing a pet into my apartment.

Resident _____

Date _____

Resident _____

Date _____

Landlord _____

Date _____

Pet Application

Resident _____

Address _____

Type of Pet

Dog

Cat

Bird

Fish (Size of Tank _____)

Attach Current Photo Of Pet In This Space

Breed _____

Name of Pet _____

Height _____

Approximate Age _____

Weight _____

Traits, Characteristics, Forms of Behavior to be

Color/Markings _____

Used For Identification: _____

License # _____

Forms Attached:

Veterinarian Verification Form

Copy of Current License

Pet Deposit

Proof of Liability Insurance

Alternate Caregiver Form

Signed Pet Rules/Regulations

I understand and agree to accept and abide by the Pet Rules and Regulations if my pet meets the applicable requirements and I am given permission for pet ownership.

Resident _____ Date _____

Companion Animal Request Verification

Tenant _____

Address _____

TO: _____

Soc. Sec. or ID #: _____

Date _____

To comply with federal regulations, we would like to verify the need for a companion animal for the above tenant. Our lease prohibits households from keeping animals of any kind at the site. However, if an individual with disabilities requests permission to keep an animal at the site, we must consider the request. We must verify that the individual qualifies as "disabled" under federal law and requires the animal in order to have an equal opportunity to use and enjoy the site.

We ask your cooperation in completing and returning this form as soon as possible. If you have any questions regarding this procedure please call _____.

Thank you for your assistance,

Landlord

YOU DO NOT HAVE TO SIGN THIS FORM IF EITHER THE REQUESTING ORGANIZATION OR THE ORGANIZATION SUPPLYING THE INFORMATION IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

Signature _____ Date _____

INFORMATION REQUESTED.

Is the household member disabled as defined below?

Yes _____ No _____

Definition of Disabled: Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

The term physical or mental impairment includes, but is not limited to such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addition and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs or an alcoholic who poses a direct threat to property or safety because of alcohol use (24 CFR Part 8.3, and HUD Handbook 4350.3, Exhibit 2-21).

In your professional opinion, does this person need to keep an animal at the site to have the same opportunity that a non-disabled person has to use and enjoy the site? Yes _____ No _____

Signature _____

Title _____

Phone _____

Date _____

RENTAL AGREEMENT/LEASE

1. PARTIES, DWELLING UNIT AND TERM: It is agreed this _____ day of _____, 20____ between _____ hereinafter called Landlord/Agent, and _____, hereinafter called Tenant that Tenant rents premises located at _____ for use as a private dwelling unit by the Tenant and those listed below only, for a _____ term from the _____ day of _____, 20____ to and including the _____ day of _____, 20____.

Only the following persons may reside in the unit without the prior written approval of the landlord:

After the initial lease term, the lease shall renew automatically on a month to month basis. This agreement will terminate upon receipt of a properly executed thirty (30) day notice to terminate which may be given by either landlord or tenant to the other party.

2. RENT: Tenant agrees to pay \$_____ per month, in advance, on the _____ day of each month to the Landlord at _____

3. PAYMENT OF RENT: The initial payment of the rent and of the security deposit must be made in cash, money order or cashier's check. Thereafter, monthly rent payments may be paid by check until the first is dishonored and returned unpaid. Rent also may be paid by cash, money order or cashier's check made payable to the Landlord/Agent. Rent must be paid to the Landlord/Agent on the designated rent payment day at _____ or sent by mail at Tenant's risk to _____. Rents lost in the mail will be treated as unpaid until received.

4. PAYMENT POLICY: Any payment will always be first applied to outstanding balances.

5. RENTAL COLLECTION FEE FOR LATE RENT PAYMENT: In the event rent is not received prior to _____ AM/PM on the _____ day of the month (regardless of cause including returned checks), Tenant agrees to pay a late fee of \$ _____ per day. Iowa Code 535.2(7) provides that no more than \$10.00 per day may be charged in an amount not to exceed \$40.00 per month. A \$25.00 administrative fee may be charged for the issue of each 3 Day Notice to Pay Unpaid Rent. If rent is not paid within the three (3) day waiting period, the Landlord will continue the eviction process.

6. RETURN OF CHECK CHARGE: If for any reason the check used by Tenant to pay Landlord/Agent is returned without having been paid, Tenant will pay a returned check charge of \$ _____, the late fee, and any penalty charged by the Landlord's bank. If for any reason a check is returned or dishonored, no checks will be accepted for future rent payments. We may prosecute under Iowa theft statute (HF 527 July 1997) which includes bad rent checks as theft.

7. NONPAYMENT OF RENT: Landlord will follow remedies provided by law if rent is unpaid when due. A processing administrative fee of \$25.00 may be charged for service of each 3 Day Notice to Pay Unpaid Rent if any portion of the rent remains unpaid by _____ AM/PM on the _____ day of the month.

8. DEPOSIT: Tenant agrees to pay a Security Deposit in the amount of \$ _____ to be held by Landlord. The Deposit may be in an amount not to exceed two (2) months rent. The Deposit is NOT the last month's rent payment but is held as security against damage to property, appliances, vacating the dwelling unit in less than the minimum rental period, unpaid rent or eviction expenses. In the case of multiple tenants, any out-going tenant who leaves prior to the lease termination date relinquishes his/her interest in the Security Deposit unless the Landlord determines that the out going tenant is responsible for damages exceeding his/her interest in the deposit. These cases will be treated individually, especially if the Landlord/Agent is unaware of out going tenant's departure. A new Rental Agreement will be drawn up when the Landlord/Agent becomes aware of out going tenants and the deposit will be brought back up to the required amount.

9. UTILITIES AND APPLIANCES: The owner shall provide or pay for the utilities and appliances as indicated below with an "O" without any additional charge to the tenant. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T". Any utilities provided by the tenant, the tenant agrees to transfer said utilities to his/her name PRIOR to occupying the unit. Utilities not switched after the third day of occupancy will be disconnected. The Tenant is responsible for checking with utility companies concerning rates and deposits. The Tenant must sign the most recent versions of all contracts and pay required deposits. The Tenant agrees to have such accounts in his/her name throughout the term of the lease or occupancy (whichever is longer). Both the Tenant and the Landlord agree to pay their respective utility and service bills in full when they are due. Tenants responsible for water, sewer, garbage and trash removal agree to sign up for monthly billing. The Tenant agrees to use all utilities in a reasonable manner and to use utilities paid for by the Landlord in reasonable amounts only and not to install additional appliances or equipment which would materially affect or increase energy consumption. The Tenant agrees to be responsible for any and all damages caused by utility shut-offs for non payment or requested by the Tenant and unknown to the Landlord (i.e., frozen or burst water pipes, ruined water heaters, etc

<u>Item</u>	<u>Provided or Paid For</u>
Heating	_____
Cooking	_____
Other Electric	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range	_____
Refrigerator	_____
Other	_____

10. ACCESS: Tenant agrees that the Landlord/Owner/Agent shall have the right, subject to the Tenant's consent, which shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make repairs or improvements, supply services, or to exhibit the dwelling to prospective or actual purchasers, mortgagees, potential residents or workmen, provided the required notice of at least twenty-four (24) hours is given prior to entrance to the unit. In case of an emergency or scheduled repairs, the Landlord/Agent may enter without the Tenant's consent.

11. CONDITION OF DWELLING UNIT: Tenant agrees that the unit and property of which it is a part are in good and satisfactory condition at the time of possession and that floors, carpeting, walls, appliances, cupboards, windows, storm windows and screens, glass, and equipment are clean, in good working order and unbroken. The Tenant shall have the right to report, in writing, any defects or damages to the Landlord/Agent within seventy-two (72) hours from date of occupancy. Without said report, it will be assumed that unit is in acceptable condition. The Tenant agrees to use reasonable care in protection and care of the dwelling and premises during occupancy and at the end of the tenancy to deliver up and surrender the premises to the Landlord/Agent in condition as good as when received, reasonable wear and tear excepted.

12. DAMAGE TO PREMISES/REIMBURSEMENT: Whenever damage to the premises is caused by carelessness, misuse, abuse, or neglect of the Tenant, his/her family, household member, visitor, guest, or agent, The Tenant agrees to repair or otherwise correct the damage at his/her expense and in a manner approved in writing by the Landlord/Agent, and to do so within a reasonable time, or to pay the Landlord/Agent the reasonable cost of all repairs and replacements completed by the Landlord/Agent to restore the premises to a decent, safe and sanitary condition, and to do so promptly after completion and billing for payment.

13. FURNISHINGS: Tenant agrees to leave following furnished items in the same condition at termination of occupancy as they are at the beginning of occupancy:

<input type="checkbox"/> Stove	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Smoke Alarms
<input type="checkbox"/> Ceiling Fan/Lights	<input type="checkbox"/> Window Air Conditioner	
<input type="checkbox"/> Exhaust Hood with Clean Filter	<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer
<input type="checkbox"/> Curtains/Drapes	<input type="checkbox"/> Mini-blinds	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Other	

14. INSURANCE: Tenant understands that Landlord is not an insurer of the Tenant's person or possessions. The Landlord/Agent shall not be liable for personal injury or death of The Tenant, his family or guests or damage or loss of any of the Tenant's personal property for any cause whatsoever. The Landlord recommends that the Tenant have renter's insurance. The Landlord requires the Tenant to have renter's insurance if the Tenant has any waterbeds. The Tenant must provide a copy of the renter's insurance with a waterbed endorsement or special waterbed policy to cover any possible damage caused by the waterbed. The policy is to be made out with the Landlord as designated payee in case of damage.

15. KEYS: Tenant will be furnished with one (1) set of keys. The Tenant agrees to pay for relocking if at anytime during the tenancy the keys are lost or if all copies of the keys are not returned at termination of tenancy. When moving out, rent will be owed until all copies of the keys are returned to the Landlord/Agent.

16. MANAGEMENT/DISCLOSURE: Tenant acknowledges that he/she has been informed that the agent to act on behalf of the owners is: _____

Other person(s) authorized to act on behalf of the Landlord to accept and serve legal services and notices and to perform any other obligations of the Landlord are: _____, _____.

To report service or maintenance problems the Tenant should call _____.

17. NOTICES: Service of any notice required under this lease or Iowa Law shall be accomplished by:

- (1) personal hand delivery to the other party or to any adult occupant
- (2) serving in the manner provided by law for the service of original notice
- (3) sending the Notice by certified mail, return receipt requested, to the last known address
- (4) sending the Notice prepaid first class postage to current or last known address of either party
- (5) posting when allowed by law.

18. OCCUPANTS: No persons except those specifically named on the Application and in Section 1 of this Agreement will be permitted to occupy the dwelling. Any additional applicant of eighteen (18) years of age or older must complete an Application form and be approved by the Landlord prior to occupancy. If the Tenant fails to inform the Landlord/Agent of additional person(s) occupying the premises, the Landlord may terminate the lease. No occupants will be allowed or approved when that occupancy will exceed the occupancy standards of the Landlord and/or of any local, state or federal codes or ordinances. Occupants who have not been approved by the Landlord/Agent will be considered trespassers.

19. PAINTING, ALTERATIONS, ADDITIONS: Tenant agrees not to do any painting or to make any alterations, changes, removals, or additions to the unit without prior written approval from the Landlord/Agent. No nails, tape, gum-based adhesives or other fasteners of any kind are to be used on the walls/ceilings/woodwork without the Landlord/Agent's written approval. If the Tenant has large items to hang, contact the Landlord/Agent for help/advice.

20. PETS: Tenant agrees that no fish, birds, reptiles, animals or pets of any kind are allowed anywhere on the premises at any time, even temporarily, no matter who owns them, without prior written permission from the Landlord/Agent. No pet is allowed without a completed pet agreement. "Pets" does not include animals trained to serve the handicapped, such as seeing eye dogs or hearing dogs.

21. RESPONSIBILITY: If more than one (1) Tenant resides in the unit, each Tenant agrees to jointly and severally accept liability for all provisions of the lease. Each Tenant is responsible for the payment of the full rent and damages incurred, not just a share of the rent or limited only to the damages they personally incur.

22. RULES: Tenant agrees that he/she has received in writing all existing Rules concerning the Tenant's use and occupancy of the premises. The Tenant understands that additionally, the Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

23. TERMINATION: If the Tenant intends to vacate at the end of the Rental Agreement/Lease term, the Tenant shall give the Landlord/Agent thirty (30) days written notice prior to moving out and prior to the expiration of the lease term. Notice is due on or before the 1st day of the month and the Tenant must be moved out by the end of the month in which the lease terminates. Such notice shall be in writing and shall give a specific date (at least by the last day of the month) and time for moving out, and give forwarding address or other instructions for the return of the deposit. After being completely moved out, the Tenant will return all copies of all keys, and go through move out inspection with the Landlord/Agent.

24. OTHER:

25. ILLEGAL PROVISIONS NOT AFFECTING LEGAL PROVISIONS: Whatever item in this lease is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared and it shall not affect the validity of any other item in the lease.

Tenant(s) agrees that he/she has read this agreement. Tenant(s) acknowledge the receipt of _____ key(s) to be returned at move out.

I/We agree to abide by the terms of this Rental Agreement/Lease.

Signature of Landlord/Agent _____ Date _____

Signature of Tenant _____ Date _____

Signature of Tenant _____ Date _____

Signature of Tenant _____ Date _____

Move In/ Move Out Apartment Inspection Form

Tenant _____

Address _____

Date Moved In _____

Date Moved Out _____

Date Lease Starts _____

Date Lease Ends _____

Date of M/I Inspection _____

Date of M/O Inspection _____

Move In Inspector _____

Move Out Inspector(s) _____

MOVE – IN

MOVE – OUT

#	Item	+	-	#	Item	+	-	Estimate of Cost	Actual Cost	Charge to Tenant
1.	Front Entrance: Storm Door			1.	Front Entrance: Storm Door					
2.	Entry Door			2.	Entry Door					
3.	Outside Light			3.	Outside Light					
4.	Living Room: Doors			4.	Living Room: Doors					
5.	Walls			5.	Walls					
6.	Ceiling			6.	Ceiling					
7.	Windows			7.	Windows					
8.	Floor/Carpet			8.	Floor/Carpet					
9.	Light Fixtures			9.	Light Fixtures					
10.	Closet			10.	Closet					
11.	Kitchen: Doors			11.	Kitchen: Doors					
12.	Walls			12.	Walls					
13.	Ceiling			13.	Ceiling					
14.	Windows			14.	Windows					
15.	Floor			15.	Floor					
16.	Light Fixtures			16.	Light Fixtures					
17.	Cupboards			17.	Cupboards					
18.	Sink/Faucets			18.	Sink/Faucets					
19.	Stove/Oven			19.	Stove/Oven					
20.	Range Hood			20.	Range Hood					
21.	Refrigerator			21.	Refrigerator					
22.	Dishwasher			22.	Dishwasher					
23.	Disposal			23.	Disposal					
24.	Bathroom: Doors			24.	Bathroom: Doors					
25.	Walls/Tile			25.	Walls/Tile					
26.	Ceiling			26.	Ceiling					
27.	Windows			27.	Windows					
28.	Floor			28.	Floor					
29.	Light Fixtures			29.	Light Fixtures					
30.	Closet			30.	Closet					
31.	Mirrors			31.	Mirrors					
32.	Medicine Cabinet			32.	Medicine Cabinet					
33.	Vanity/Sink			33.	Vanity/Sink					
34.	Toilet			34.	Toilet					
35.	Tub/Shower			35.	Tub/Shower					
36.	Exhaust Fan			36.	Exhaust Fan					
37.	Emergency System			37.	Emergency System					

38.	Halls: Walls			38.	Halls: Walls					
39.	Ceiling			39.	Ceiling					
40.	Floor/Carpet			40.	Floor/Carpet					
41.	Light Fixtures			41.	Light Fixtures					
42.	Closet			42.	Closet					
43.	Smoke Detector			43.	Smoke Detector					
	Bedrooms:				Bedrooms:					
44.	Walls			44.	Walls					
45.	Ceiling			45.	Ceiling					
46.	Floor/Carpet			46.	Floor/Carpet					
47.	Doors			47.	Doors					
48.	Windows			48.	Windows					
49.	Light Fixtures			49.	Light Fixtures					
50.	Closet			50.	Closet					
	Rear Entrance:				Rear Entrance:					
51.	Storm Door			51.	Storm Door					
52.	Entry Door			52.	Entry Door					
53.	Outside Light			53.	Outside Light					
54.	Patio/Storage Shed			54.	Patio/Storage Shed					
	Other:				Other:					
55.	Hot Water Tank			55.	Hot Water Tank					
56.	A/C System			56.	A/C System					
57.	Heating System			57.	Heating System					
58.	Cleanliness			58.	Cleanliness					
59.	Other			59.	Other					

Subtotals _____

Move In Comments: _____ _____ _____ _____ _____	Other Costs: 58. Keys _____ 59. Paint Labor _____ 60. Paint Material _____ 61. Cleaning _____ 62. Carpet Repair _____ 63. Carpet Cleaning _____ 64. Other _____ Total Costs _____
Acknowledgment of Condition at Move In: This certifies that the undersigned have jointly checked the dwelling identified herein and find that it is furnished with the items listed, all in satisfactory condition except as noted. The Tenant agrees to assume all responsibility for loss or damage while the same is in his custody or possession, normal wear and tear excepted. Any loss or damage established shall be charged to the account of the Tenant.	Comments: _____ _____ _____ _____ _____
Tenant _____ Date _____	Tenant _____ Date _____
Tenant _____ Date _____	Tenant _____ Date _____
Landlord _____ Date _____	Landlord _____ Date _____

Move Out Form

Resident _____

Address _____

On _____ I will be vacating my apartment.
(Date)

The reason I am vacating the apartment is _____

Forwarding Address (If you do not have a permanent forwarding address, please provide an address where mail can be sent):

Resident Signature _____ Date _____

For Office Use Only:

Date Notice Received: Verbal _____ Written _____ Actual Move Out Date _____

To the Resident: Please cut on the dotted line and remove this Check List for your reference.

_____ Remove all personal belongings from the apartment and the storage areas.

_____ Cleaning: 1. Clean stove and oven.
2. Clean and wash all tile floors, vacuum carpet.
3. Clean all sinks, toilets, bath tubs, and shower stall.
4. Clean refrigerator and turn to lowest temperature setting. **DO NOT TURN OFF.**
5. Remove all garbage and rubbish, placing it in the dumpster.

_____ Close all windows.

_____ Leave heat on; set thermostat at 55 degrees

_____ Transfer utilities out of your name on the date the apartment is vacated.

_____ If A/C must be removed, consult the landlord regarding proper procedures.

_____ Lock the doors and **TURN IN ALL KEYS** to the landlord.

RENTAL DEPOSIT AGREEMENT

Name of Tenant _____ Date _____

Rental Address _____ Tenant Phone _____

Deposit Required \$ _____ Amount Paid \$ _____ Balance Due \$ _____

Balance Paid \$ _____

Date Balance Paid _____

The Tenant's major obligation: To return the rental unit to the Landlord at the end of tenancy in the same condition as at the beginning of the tenancy.

The Landlord and the Tenant will complete the Move-In inspection form prior to move-in. The Landlord should schedule the Move-In inspection as part of the move-in appointment. It is the Tenant's responsibility to arrange a time with the Landlord to complete the inspection after Move-Out. The Tenant may want to schedule a preliminary inspection 7-10 days prior to actual move-out so he/she can correct any unsatisfactory conditions by move-out day. The landlord **WANTS** to return the deposit. The Landlord **WILL** return your deposit **IF** the required conditions are met. The following shows a listing of charges.

NO CHARGES ASSESSED:

All items of the Rental Agreement/Lease have been fulfilled.

CHARGES WILL BE ASSESSED FOR:

1. If the Tenant has not given written 30 day notice or if the tenant breaks the lease term. Notice is due on or before the 1st day of the month and the Tenant must be moved out by the last day of the month. When the Tenant gives less than the 30 day notice, breaks the lease term or the Tenant holds over beyond the expiration of the lease or the end of the month, the Tenant owes the Landlord additional rent. Rent should be assessed on a pro-rated basis. Rent may be assessed until the end of the lease term or until the unit is re-rented if the lease term is broken.
2. Keys not returned. Charges will be of \$25.00 per lock, or actual cost, whichever is greater.
3. Removal of debris/rubbish/garbage/discards/junk. Minimum charge: \$25.00 per load.
4. Cleaning. Charges will be assessed at \$10.00 per hour. Specific cleaning charges are: refrigerator-\$10.00; defrost freezer-\$10.00; stove-\$25.00; oven-\$25.00; broiler-\$25.00; exhaust hood/fan-\$5.00.
5. Repair of any damage beyond normal wear and tear. \$20.00 per hour.
6. Replacement of missing or burned out light bulbs. Minimum-\$1.00 per bulb.
7. Cleaning of carpets. Actual cost from approved carpet cleaning firm.
8. Cleaning/waxing of flooring. Minimum charge-\$10.00 per hour.
9. Removal/repair of stickers/adhesives/scratches/holes in the walls and woodwork. \$10.00 per hour.
10. Repair of damaged appliances. Actual expense incurred from repair/replacement.

The Tenant agrees the Damage Deposit is not an advance payment of rent or payment for the last month's rent. The Tenant agrees the full monthly rent will be paid on/before the first day of every month including the last month of occupancy.

The Tenant agrees to provide a forwarding address. Deposit refund and/or an explanation of charges cannot be made without written receipt of a forwarding address. The Landlord or the Landlord's agent agrees to furnish an itemized statement of all charges, plus the deposit refund within 30 days of the Tenant's move-out provided a written forwarding address has been provided. If charges exceed the amount of the deposit, the Tenant agrees to pay all charges that exceed the Rental Deposit amount within 30 days of the date the statement of charges is mailed or legal proceedings will be initiated.

If the rental application is withdrawn after the Applicant is notified of approval, the Applicant automatically forfeits the Rental Deposit paid.

Applicant/Tenant Signature _____ Date _____

DISPOSITION OF SECURITY DEPOSIT FOLLOWING MOVE-OUT

Tenant _____ Address _____

Forwarding Address _____

CREDITS

Security Deposit \$ _____

Other \$ _____

Total \$ _____

CHARGES

Cleaning: \$ _____

Appliances \$ _____

Carpet \$ _____

General \$ _____

Damages: \$ _____

Furnishings \$ _____

Glass/Screens \$ _____

General Repair/Replacement \$ _____

Removal/Hauling \$ _____

Keys/Relocking \$ _____

Light Bulbs - _____ Bulbs @ _____ \$ _____

Rent Due _____ Days @ _____ \$ _____

Sheriff/Court Costs/Legal Fees/Judgments \$ _____

Uncollected Late Charges \$ _____

Unpaid Utilities \$ _____

Total Charges \$ _____

Deposit \$ _____

Owed By Tenant \$ _____

Check Number _____ Date _____ Refund to Tenant \$ _____

PreRefund Notice

Resident _____

Address _____

Date _____

We are reviewing items which will be charged against your security deposit of \$ _____. The listing below is an **estimate**. Changes may occur after further review. You will be notified of any changes made at the time of your final notice.

Rent Due/Rent Refund

Utilities Due

Keys Not Returned

Paint Labor

Paint Material

Apartment Cleaning

Carpet Cleaning

Light Bulbs

Processing Fee (Conventional)

Charges for Repairs/Missing Equipment:

Total Estimated Charges

Total Amount of Estimated Refund

Total Amount of Estimated Balance Owed

If you have questions regarding any of the above charges or credits, please contact me within seven (7) days of the date of this letter. Otherwise, we will assume you have accepted and agreed to the extent of these charges.

Landlord or Agent _____

Date _____

Address _____

Phone _____

DIRECTIONS FOR NOTICES

The notice should be completed as shown on the sample copy. A copy of the notice should be delivered in person, by the landlord or the landlord's agent (possibly the sheriff or a process server), and a copy should be mailed certified and another copy should be mailed regular mail.

THE ORIGINAL SHOULD ALWAYS BE KEPT BY THE LANDLORD for presentation to the court should the need arise. On the original form the affidavit of service should be completed and notarized.

These instructions are not intended to take the place of legal counsel. If you have further questions regarding the issuance of notices, please contact your attorney.

It should be noted that in some instances the notices for HUD Section 8 recipients may differ from Iowa code.

Non-Compliance Notice

Tenant _____ Date _____

Address _____

You, and each of you are hereby notified that you have failed to comply with the terms of the rental agreement and/or the requirements of 562A.17 of the Code of Iowa, as amended, in the following particulars: (Specify provisions/sections) _____

You are further notified that the rental agreement will terminate on _____, 20_____
(thirty (30) days after receipt of this Notice), if the aforesaid breach is not remedied within fourteen (14) days from the date of this Notice.

You are further notified that if substantially the same act or omission which constitutes this non-compliance re-occurs within six (6) months the Landlord may terminate the rental agreement subsequent to a new Notice specifying the second breach.

You are further notified that you have the right to respond to this Notice within ten (10) calendar days after receipt by contacting the Landlord, _____
at _____, either orally or in writing, of any grievance or response to this Notice.

You are further notified that if you remain in the dwelling unit on, or subsequent to the date specified for termination, the Landlord may seek to enforce the termination by instituting legal action against you and each of you.

YOU WILL THEREFORE TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

Landlord or Agent for the Landlord _____

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA,)
County of,)ss.

The undersigned, first being duly sworn, upon oath deposes and states that _____ he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of the said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City, Town or Township	County	State

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19_____.

Notary Public in and for said County and State

Non-Compliance Notice

Tenant Jane Doe Date Date served

Address 2 Cherry Lane

Marshalltown, IA 50158

You, and each of you are hereby notified that you have failed to comply with the terms of the rental agreement and/or the requirements of 562A.17 of the Code of Iowa, as amended, in the following particulars: (Specify provisions/sections) Site the section of the Iowa Code

if possible. Be specific about what the tenant has done and when it was done.

You are further notified that the rental agreement will terminate on the date served, 19
(thirty (30) days after receipt of this Notice), if the aforesaid breach is not remedied within fourteen (14)
days from the date of this Notice.

You are further notified that if substantially the same act or omission which constitutes this non-compliance re-occurs within six (6) months the Landlord may terminate the rental agreement subsequent to a new Notice specifying the second breach.

You are further notified that if you remain in the dwelling unit on, or subsequent to the date specified for termination, the Landlord may seek to enforce the termination by instituting legal action against you and each of you.

YOU WILL, THEREFORE TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

MEMO AND AFFIDAVIT OF SERVICE

STATE OF IOWA,)
County of _____)ss.)

The undersigned, first being duly sworn, upon oath deposes and states that _____ he served the notice on the obverse side hereof on each of the persons to whom said notice is addressed, and named below, by delivering a copy of said notice to each of the said persons at the time and place set opposite their respective names, to-wit:

Name	Month	Day	Year	City, Town or Township	County	State

Subscribed in my presence and sworn to before me by said affiant this _____ day of _____, 19_____.
[Handwritten signature]

Notary Public in and for said County and State

NOTICE OF PAST DUE RENT

TO: _____

You are notified that the Landlord claims the following past due rent from you under the terms of your Rental Agreement covering the property at

_____ \$ _____
_____ \$ _____
_____ \$ _____
Total \$ _____

IF THE RENT IS NOT PAID WITHIN 3 DAYS AFTER YOU RECEIVE THIS NOTICE, THE LANDLORD INTENDS TO TERMINATE THE RENTAL AGREEMENT AS PROVIDED BY THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

Dated: _____

or

Landlord

Landlord's Agent

Section 562A.21 or .27
Iowa Code
Landlord or Agent Address _____

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

AFFIDAVIT OF SERVICE

STATE OF IOWA _____)
COUNTY OF _____)

) SS.

The undersigned being sworn states the above notice was given to each of the persons to whom the notice is addressed, by delivering or mailing by certified or registered mail a copy of the notice to each of the persons at the date and at the place set opposite their respective names:

Name	Mo.	Day	Year	City	County	State

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public in and for the State of Iowa _____
Commission Expires _____

NOTICE OF PAST DUE RENT (Sample Copy)

TO: Jane Doe
Address
City, State Zip

You are notified that the Landlord claims the following past due rent from you under the terms of your Rental Agreement covering the property at

Address of residence, City, State Zip

<u>Date rent due</u>	<u>\$ Amount</u>
	\$ _____
	\$ _____
	\$ _____
Total	\$ _____

IF THE RENT IS NOT PAID WITHIN 3 DAYS AFTER YOU RECEIVE THIS NOTICE, THE LANDLORD INTENDS TO TERMINATE THE RENTAL AGREEMENT AS PROVIDED BY THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

Dated: _____
or

Landlord

Landlord's Agent

Section 562A.21 or .27
Iowa Code
Landlord or Agent Address _____

NOTE: If the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq., applies to this communication, attach Form No. 172, Notice of Validation of Debt.

AFFIDAVIT OF SERVICE

STATE OF IOWA _____)
COUNTY OF _____) SS.

The undersigned being sworn states the above notice was given to each of the persons to whom the notice is addressed, by delivering or mailing by certified or registered mail a copy of the notice to each of the persons at the date and at the place set opposite their respective names:

Name	Mo.	Day	Year	City	County	State

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public in and for the State of Iowa _____
Commission Expires _____

Below is an example of a 24 Hour Advance Notice form.

It is a good idea for landlords to use a form similar to this to provide legal notification to tenants when the landlord needs access to a unit. State law indicates that landlords shall give the tenant at least 24 hours notice of the landlord's intent to enter and enter only at reasonable times, except in case of an emergency. (562A.19 (3.))

State law also defines "notice" as, when in the case of the tenant, the notification is delivered in hand to the tenant or mailed by certified mail or restricted certified mail to such person at the place held out by such person as the place for receipt of the communication. (562A.8)

The Housing Department has various sample forms available at our office for landlords. Any landlord interested in this information can stop by the office to pick up a packet of forms.

24 HOUR ADVANCE NOTICE

Resident: _____

Address: _____

Please be advised of our intent to enter your apartment on _____

at approximately _____ a.m./p.m. for the following purpose:

Thank you for your cooperation.

Landlord signature _____

Date _____ Time _____ a.m./p.m.