

## STEP Navigator Landlord Packet (RFTA) Checklist

Head of Household: \_\_\_\_\_

Name of Document	Only check if document is attached. Incomplete packet will be returned
<b>Request for Tenancy Approval</b> - It is crucial that you fill out <b>ALL</b> sections of this form. This is a 2-page form and must be completed, signed and dated by both parties.	
<b>Lead Paint Hazards</b> – This is a Federal law. PLEASE take your time and be sure to complete all applicable check-off boxes and signatures. <b>NOTE:</b> This disclosure is required for properties built before 1978.	
<b>IRS Form W-9</b> – The name and Taxpayer Identification Number given on this form is who the check must be made payable to, and who the Form 1099 will be sent to.	
<b>Owners Information</b> – Must match town assessors database	
<b>ACH Transfer/Deposit form</b> – to sign up for payments via direct deposit, please complete this form.	
<b>Respond to personal declaration and release email</b>	
<b>Updated income and asset verification</b>	
<b>Check Voucher Payment Standard (VPS) prior to submission</b> – If zero income all utilities must be included to get full VPS.	
<b>Verify Utility Allowance (UA)</b> – Make sure the UA fits within the VPS and family information sheet that is included with the briefing documents.	
<b>Do they need security deposit assistance?</b>	

Referral Contact Initials & Date: \_\_\_\_\_ Received by MaineHousing: \_\_\_\_\_



## STEP Program

Dear Landlord:

The STEP Program, developed by MaineHousing, is a short term rental assistance program designed to help homeless individuals and families pay a portion of their rent for up to 24 months while they work toward housing stability. A Rent Reasonableness check will be done on each unit to be sure it falls within HUD’s rental guidelines. Each unit will also need to pass a Housing Quality Standards (HQS) Inspection before the tenant may sign the lease or move in, and before any payments can be made.

Attached are the following documents:

- STEP Program Summary
- Request for Unit Approval
- Lease Addendum
- Lead-based Paint Disclosure Statement
- VAWA Lease Addendum
- VAWA Notice to Owners
- W-9 form
- Owners Information
- ACH Transfer/ Deposit Form
- Move-In Inspection Checklist
- Egress Window Information Sheet

The individual or family providing you with this information has been issued a Program Coupon and is in the process of searching for a unit in which to live. **As the landlord, you are responsible for conducting your own background checks and/or calls for tenant references.** If you are interested in renting to this person or family, and in working with the STEP Program, please complete the required documents and return them to the individual or family who gave them to you, or to the Housing Navigator they are working with, listed below. **Please also include a blank (unsigned) copy of your lease agreement.** The individual or family must not sign the lease until it has been approved, and **they must not move into the unit until it has passed the HQS Inspection.**

When the Housing Navigator receives all of the completed documents, they will review them and will contact you with any questions, or forward the information to MaineHousing to arrange for the inspection of the unit. Once the unit passes inspection the individual or family may sign the lease and begin moving in. MaineHousing will issue rental assistance payments to owners, or their designated representative.

Payments for move-ins with effective dates not on the first day of the month, will be pro-rated to reflect actual number of days the unit was occupied by the household during the first month. The owner will be paid on or about the first day of the month for which the rental payment is due.

Please feel free to contact us if you have any questions.

Housing Navigator: \_\_\_\_\_ Navigator’s Agency \_\_\_\_\_

Navigator’s Phone: \_\_\_\_\_ Navigator’s FAX #: \_\_\_\_\_

Navigator’s email : \_\_\_\_\_

## STEP Program

### Program Overview

The STEP Program offers housing subsidy and security deposits to facilitate the rapid re-housing of individuals and families experiencing homelessness and participating in a housing stability program. MaineHousing collaborates with local service providers to assist in access to and delivery of the program in their community.

### Income Eligibility/Length of Assistance

STEP offers rental assistance for a maximum of 24 months to individuals and families who are homeless and whose annual income is at or below 60% of area median income for their household size. Each participant will be required to pay 30% of their adjusted total household income toward rent each month.

### Security and Utility Deposits

STEP may provide a security and/or utility deposit to assist participants in securing housing.

A one-time utility deposit may be provided under the STEP Program only if the tenant has been issued a rental assistance Coupon, the Unit selected by the tenant has passed inspection, and the tenant has entered into a lease with the Owner. Utility deposit assistance may be used only for utilities permitted under the Section 8 utility allowances, which includes electricity, gas, sewer and water, but does not include telephone, cable television and hook-up fees. Documentation from the utility company will be necessary in order to receive the utility deposit and it will be paid directly to the utility company.

The security deposit may be equal to or less than one month's rent. It will be paid directly to the landlord and is returned to the tenant at the end of their tenancy. Any retention of the security deposit, in whole or in part, by the landlord for unpaid rent and/or damages must be in accordance with State of Maine law.

### Leasing Requirements

The initial term of the lease between the owner and the tenant will be for one year unless both parties agree to a shorter term. No lease, or lease renewal that proposes to increase the amount of rent or change utility responsibilities for the Unit being rented, will be effective during the initial term of rental assistance unless it has been approved in advance by MaineHousing.

### Rental Assistance Payments

MaineHousing will issue rental assistance payments to owners, or their designated representative. Payments for move-ins with effective dates not on the first day of the month, will be pro-rated to reflect actual number of days the unit was occupied by the household during the first month. The owner will be paid on or about the first day of the month for which the rental payment is due.

The owner agrees that the owner's endorsement on the check will be conclusive evidence that the owner received the full amount due for the month, and will be a certification that:

1. The unit is in decent, safe and sanitary condition, and that the owner is providing the services, maintenance and utilities agreed to in the lease (including the Lease Addendum) for the unit.
2. The unit is leased to and occupied by the tenant named in the lease.
3. The owner has not received and will not receive any payments as rent for the unit other than those identified in the lease, or any amendments to the lease approved by MaineHousing.
4. To the best of the owner's knowledge, the unit is used solely as the tenant's principal residence.

### For More Information, Contact:

Section8hcv@mainehousing.org

Phone: 207-624-5789

Fax: 207-624-5713



MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Lauren Bustard, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.

# MAINEHOUSING STEP REQUEST FOR UNIT APPROVAL

**Please print clearly and complete all sections. If this form is not clear, or incomplete, it will delay scheduling of the inspection.**

TENANT NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
 UNIT NUMBER & ADDRESS: \_\_\_\_\_ TOWN: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 OWNER NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
 OWNER ADDRESS: \_\_\_\_\_  
 OWNER EMAIL: \_\_\_\_\_

**The shaded areas below are to be filled in by the Housing Navigator after the form is completed and returned by the Owner/Landlord.**

<b>1. START/END DATES OF LEASE:</b>			<b>7. UTILITIES&amp;APPLIANCES</b> <small>Natural Gas, Propane, Oil, Kerosene, Electric, Coal, etc.</small>	<b>PROVIDED BY OWNER</b>	<b>PROVIDED BY TENANT</b>	<b>NAVIGATOR - IF BY TENANT</b>
<b>2. NUMBER BEDROOMS:</b>	<b>NUMBER BATHROOMS:</b>		<b>HEATING FUEL TYPE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>3. YEAR CONSTRUCTED:</b>			<b>COOKING FUEL TYPE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>4. MONTHLY RENT:</b>			<b>HOT WATER FUEL TYPE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>5. SECURITY DEPOSIT:</b>			<b>ELECTRIC, LIGHTS</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>6. TYPE OF BUILDING / HOUSE / APARTMENT</b> <input type="checkbox"/> SINGLE FAMILY DETACHED <input type="checkbox"/> DUPLEX <input type="checkbox"/> ROW/TOWN HOUSE <input type="checkbox"/> LOW-RISE (3-4 STORIES) <input type="checkbox"/> HIGH-RISE (5 OR MORE STORIES) <input type="checkbox"/> MOBILE HOME / TRAILER <input type="checkbox"/> SRO <input type="checkbox"/> OTHER:			<b>WATER</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
			<b>SEWER</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>NAVIGATOR: PLEASE COMPLETE THE FOLLOWING BASED ON INFORMATION IN THE</b>			<b>REFRIGERATOR</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>COUNTY UNIT IS IN:</b>	<b>UTILITY REGION #:</b>	<b>NUMBER OF BEDROOMS:</b>	<b>RANGE</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>MAXIMUM VOUCHER PAYMENT STANDARD (Based on location, type of building, # of Bedrooms) \$</b>			<b>TRASH COLLECTION</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>TOTAL MONTHLY COST FOR THIS UNIT (Monthly Rent + Monthly Tenant Paid Utilities) \$</b>			<b>OTHER SPECIFY:</b>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>IS THIS UNIT WITHIN PROGRAM GUIDELINES: <input type="checkbox"/> YES   <input type="checkbox"/> NO (TOTAL MONTHLY COST IS LESS THAN OR EQUAL TO MAX VPS)</b>			<b>TOTAL MONTHLY COST OF UTILITIES PROVIDED BY TENANT</b>			\$

OWNER CERTIFICATION: By signing this Request for Unit Approval, the owner certifies that the information provided by owner on this form is true and complete.

- (1) The unit identified above is not covered by any federal, state, local or private subsidy, and the owner has not received any payment from the proposed tenant or any public or private source for rental of the unit to the proposed tenant.
- (2) The owner does not and will not discriminate against any person on the basis of race, color, ancestry, age, religion, sex, sexual orientation, national origin, physical or mental disability, or familial status.
- (3) The owner (including any principal) is not related by blood or marriage to any person in the proposed tenant family.
- (4) The proposed tenant does not have any ownership interest in the unit identified above or the building in which it is located.
- (5) The proposed rent set forth above is not more than the rent charged for other unassisted comparable units in the same premises.
- (6) Check one of the following:
  - \_\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
  - \_\_\_\_\_ 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 certification program. (Please attach a copy of certification report)
  - \_\_\_\_\_ 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.
- (7) A copy of the proposed lease for the unit is attached, with the lease addendum required under the Program. The lease is in a standard form that is used by the owner in the locality for unassisted tenants and is consistent with Maine law and any applicable local ordinances.

TENANT SCREENING: By signing this Request for Unit Approval, the owner acknowledges and agrees that the owner, and not MaineHousing, is responsible for screening the proposed tenant's suitability for tenancy.

MaineHousing will arrange for inspection of the unit and will notify the owner and tenant family whether or not the unit is approved.

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

Print \_\_\_\_\_

Name of Company \_\_\_\_\_

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

Print Name: \_\_\_\_\_

*Maine State Housing Authority ("MaineHousing") does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, physical or mental disability, age, familial status or receipt of public assistance in the admission or access to or treatment in its programs and Maine activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Lauren Bustard, Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600 (voice) or Maine Relay 711.*

Navigator: _____
Agency: _____
Phone: _____
Email: _____
Coupon Issue Date: _____ # BR's on Coupon: _____
<b>ANY CHILDREN UNDER 6 YRS OLD IN THE HOUSEHOLD: <input type="checkbox"/> YES   <input type="checkbox"/> NO</b>

## **Program Lease Addendum**

### **1. Program**

**A.** The owner is leasing the unit to the tenant for occupancy by the tenant's family (and any approved live-in aide, if applicable) with rental assistance under the Program of the Maine State Housing Authority (MaineHousing).

**B.** The owner has entered into a rental assistance payment contract (PROGRAM Contract) with MaineHousing under the Program. Under the Program Contract, MaineHousing will make rental assistance payments to the owner to assist the tenant in leasing the unit from the owner.

### **2. Lease**

**A.** The owner has given MaineHousing a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the Program Contract and that the lease includes this Lease Addendum.

**B.** The tenant shall have the right to enforce this Lease Addendum against the owner. If there is any conflict between the Lease Addendum and any other provisions of the lease, the language of the Lease Addendum shall control.

### **3. Use of Unit**

**A.** During the lease term, the tenant family will reside in the unit with rental assistance under the Program.

**B.** The composition of the tenant household must be approved by MaineHousing. The family must inform MaineHousing of the birth, adoption or court-awarded custody of a child within 14 days of the event.

MaineHousing must approve the addition of a live-in aide to the tenant's household in advance. Other persons may not be added to the tenant's household without prior written approval of the owner and MaineHousing.

**C.** The unit may only be used for residence by the MaineHousing-approved household members. The unit must be the tenant family's only residence.

**D.** The tenant may not assign the lease or sublet or otherwise transfer the unit.

### **4. Rent to Owner**

**A.** The rent to the owner may not exceed the amount approved by MaineHousing in accordance with the Program.

**B.** Changes in the rent to the owner shall be determined by the provisions of the lease and the Program. However, the owner may not raise the rent during the initial term of the lease. The owner must give the tenant and MaineHousing at least 60 days advance written notice of any rent increase intended to become effective after the initial term of the lease, including but not limited to the period of any month-to-month tenancy. No rent increase will take effect unless MaineHousing has given its advance written approval of the change.

**C.** During the term of the lease (including the initial term of the lease and any extension term), the rent to the owner may not at any time exceed the reasonable rent for the unit as most recently determined or redetermined by MaineHousing in accordance with Program requirements or rent charged by the owner for comparable unassisted units in the premises.

### **5. Tenant Family Payment to Owner**

**A.** The tenant family is responsible for paying the owner any portion of the rent that is not covered by the rental assistance payment paid to the owner by MaineHousing.

**B.** Each month, MaineHousing will make a rental assistance payment to the owner on behalf of the tenant family in accordance with the PROGRAM Contract. The amount of the rental assistance payment will be determined by MaineHousing in accordance with Program requirements.

**C.** The monthly rental assistance payment shall be credited against the monthly rent for the unit.

**D.** The tenant is not responsible at any time for paying the portion of rent to the owner covered by the MaineHousing rental assistance payment under the PROGRAM Contract between the owner and MaineHousing. Any failure by MaineHousing to pay the rental assistance payment to the owner is not a violation of the lease by the tenant. The owner may not terminate the tenancy or the lease for nonpayment by MaineHousing of the rental assistance payment.

**E.** The owner may not charge or accept, from the tenant family or from any other source, any payment for rental of the unit in addition to the rent. Rent includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**F.** The owner must immediately return any excess tenant rent payment to the tenant.

### **6. Maintenance, Utilities, and Other Services**

#### **A. Maintenance**

**(1)** The owner must maintain the unit and premises in accordance with the HQS and MaineHousing standards.

**(2)** Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

#### **B. Utilities and appliances**

**(1)** The owner must provide all utilities needed to comply with the HQS and MaineHousing standards.

**(2)** The owner is not responsible for a breach of the HQS or MaineHousing standards caused by the tenant's failure to:

**(a)** Pay for any utilities that are to be paid by the tenant.

**(b)** Provide and maintain any appliances that are to be provided by the tenant.

### **C. Family damage**

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

### **D. Housing services**

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

## **7. Termination of Tenancy by Owner**

### **A. Requirements**

The owner may only terminate the tenancy in accordance with the lease and Program requirements.

### **B. Grounds**

During the term of the lease (the initial term of the lease or any extension term, including but not limited to any month-to-month tenancy), the owner may only terminate the tenancy because of:

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

### **C. Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the tenant household or a guest engages in any of the following types of activity:

- (a) Any criminal activity or alcohol abuse that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises).
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises.
- (c) Any violent criminal activity on or near the premises. "Violent criminal activity" means any criminal activity in which there is the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.
- (d) Any drug-related criminal activity on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

### **D. Other good cause for termination of tenancy**

Other good cause for termination of the tenancy must be something the tenant family did or failed to do in violation of the lease. Other good cause includes:

- (1) Disturbance of neighbors,
- (2) Destruction of property, or
- (3) Living or housekeeping habits that cause damage to the unit or premises.

### **E. Eviction by court action**

The owner may only evict the tenant by a court action and must comply in all respects with the requirements of Maine law governing eviction, including notices.

### **F. Owner notice of grounds**

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

### **8. Lease: Relation to Program Contract**

If the lease terminates for any reason, the Program Contract terminates automatically.

### **9. MaineHousing Termination of Assistance**

MaineHousing may terminate rental assistance for the tenant family for any grounds authorized under the Program. If MaineHousing terminates rental assistance for the tenant family, the PROGRAM Contract will terminate automatically and the PROGRAM Lease Addendum will become null and void.

### **10. Family Move Out**

The family must give MaineHousing and the owner no less than a 30-day written notice before the family moves out of the unit.

### **11. Security Deposit**

**A.** The owner may collect a security deposit from the tenant. The amount of the security deposit, if any, must be stated in the lease and may not exceed the equivalent of one month of rent. The owner may charge an additional reasonable amount to the family as a pet deposit if owner and family agree to allow a pet in the unit. MaineHousing shall have no responsibility for the pet deposit.

**B.** When the family moves out of the unit, the owner shall return the full amount of the security deposit to the tenant within 30 days. If there are grounds for retaining all or part of the security deposit, the owner shall, within 30 days, give the tenant a written list of all items charged against the security deposit, and the amount of each item. If the owner intends to retain only a portion of the security

deposit, the owner shall return the remaining portion of the security deposit to the tenant at the same time the owner sends the list of items being charged against the security deposit. Reasons for which the owner may retain all or part of the security deposit include unpaid rent payable by the tenant and damage to the unit caused by a member of tenant's family or a guest of the tenant. The owner may not retain any part of the security deposit for normal wear and tear to the unit. If the owner does not provide the written list of items being charged against the security deposit or return the security deposit (or the unused portion) to the tenant within the required time, the owner shall forfeit the right to retain any part of the security deposit.

**C.** If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant. The tenant may exercise all rights and remedies available to the tenant.

**12. Prohibition of Discrimination**

In accordance with applicable nondiscrimination and equal opportunity statutes, Executive Orders, and regulations, the owner shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, ancestry, national origin, age, familial status or physical or mental disability in connection with the lease and the tenancy under the lease.

**13. Conflict with Other Provisions of Lease**

**A.** This Lease Addendum is part of the lease between the owner and the tenant.

**B.** In case of any conflict between the provisions of the Lease Addendum, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the Lease Addendum shall control.

**14. Changes in Lease**

The tenant and the owner may not make any change in the Lease Addendum. The tenant and the owner may not change the term of the lease without the advance written consent of MaineHousing. If MaineHousing consents to such change, the change must be in writing and signed by the owner and the tenant and the owner must immediately give MaineHousing a copy of the change. If the tenant and the owner agree to any other changes in the lease, such changes must be in writing and signed by both the owner and the tenant, and the owner must immediately give MaineHousing a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the Lease Addendum, the Program, HUD regulations, and Maine law.

**15. Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing and a copy provided to MaineHousing.

**16. Prohibited Lease Provisions.** Any provision of the lease that falls within any of the classifications below is null and void and of no force and effect and shall not be enforceable by the owner.

**A. Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

**B. Treatment of property.** Agreement by the tenant that the owner may take, hold or sell the personal property of the tenant or tenant's household members without notice to the tenant and a court decision on the rights of the parties.

**C. Excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.

**D. Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

**E. Waiver of court proceedings for eviction.** Agreement by the tenant that the owner may evict the tenant without instituting civil court proceedings in which the tenant has the opportunity to present a defense, or before a decision by the court on the rights of the parties.

**F. Waiver of jury trial.** Agreement by the tenant to waive any right to a trial by jury.

**G. Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal a court decision or to otherwise challenge in court a court decision in connection with the lease.

**H. Tenant chargeable with cost of legal actions.**

Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.

Tenant \_\_\_\_\_

Date \_\_\_\_\_

Landlord \_\_\_\_\_

Date \_\_\_\_\_

# Residential Real Property Disclosure Statement

## MAINE WARNING: LEAD-BASED PAINT HAZARDS

Any residence built before 1978 may contain lead sufficient to poison children and sometimes adults. Lead poisoning poses a particular risk if you are pregnant or may become pregnant. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, a reduced intelligence quotient (IQ), impaired memory and behavioral problems such as attention deficit hyperactive disorder and a propensity for violence.

Every tenant or lessor of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The landlord or other lessor of any interest in real property is required to provide the tenant or lessee with any information on lead-based paint hazards from risk assessments or inspections in the landlord's or lessor's possession and notify the tenant or lessee of any known lead-based paint hazards.

The only way to know with certainty whether lead-based paint hazards are present on the property is to test the property for the presence of lead.

### Acknowledgement of State Disclosure Statement.

The signature below acknowledges that the lessor or potential lessor has disclosed to me information about lead-based paint hazards as required by 22 M.R.S.A. Section 1328. This acknowledgement does not constitute a waiver of any rights.

\_\_\_\_\_  
Lessor Signature                      Date

\_\_\_\_\_  
Lessee Signature                      Date

\_\_\_\_\_  
Lessor Name printed

\_\_\_\_\_  
Lessee Name printed

\_\_\_\_\_  
Lessor Signature                      Date

\_\_\_\_\_  
Lessee Signature                      Date

\_\_\_\_\_  
Lessor Name printed

\_\_\_\_\_  
Lessee Name printed



**Acknowledgement of federal disclosure of information  
on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Lessor’s Disclosure**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

**Lessee’s Acknowledgement (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 Acknowledgement (initial)**

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

**Certification of Accuracy**

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

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

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

<p><b>MAINE HOUSING NOTICE TO STEP OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)</b></p>
--

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

### **Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

### **Permissible Evictions**

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

### **Removing the Abuser from the Household**

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

### **Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at <https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx>.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

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

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

### **Additional Information**

- If you have any questions regarding VAWA, please contact MaineHousing at 207-624-5789.

### **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as “any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent” (42 U.S.C. 13925(a)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
				-			-		
<b>OR</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

**Privacy Act Notice**

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





*For Office Use Only:*  
 New    Update    No Change  
 Tenant Name \_\_\_\_\_  
 Owner Forms to FS   OS Initials \_\_\_\_\_

**Owner Information**

**IMPORTANT: This document does not take the place of IRS Form W-9.**

**\*All payments will be direct deposited once account information on the ACH Transfer/Deposit form is processed.**

Name: \_\_\_\_\_  
**\*\*Name must match tax ID on S.S. card or tax ID award letter\*\***

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

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

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

Phone Number: \_\_\_\_\_

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

**Property Manager Information**

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

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

Phone Number: \_\_\_\_\_

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

Mail Correspondence & Payments to:    Owner   or    Property Manager

Mail 1099 to:    Owner   or    Property Manager

MaineHousing now can do remote video inspections.

Do you have the ability to FaceTime?    Yes   or    No

Owner    Property Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Additional Information (optional)**

Would you like to list your rental properties on MaineHousingSearch.org?

Yes    No    Already Listed

- MaineHousing refers all potential tenants to [www.mainehousingsearch.org](http://www.mainehousingsearch.org) to locate available housing. This is a free online rental listing service that links people who need housing with the housing they need. Tenants can search on line or call 1-877-428-8844 for customer service assistance.
- If you checked Yes, MaineHousing will provide your contact information to Socialserve and a representative will contact you directly to gather the information needed to list your units. Socialserve will then contact you periodically to update the vacancy status of your rental units or you can register directly at [mainehousingsearch.org](http://mainehousingsearch.org) and manage your own account.



## HCV/STEP - ACH Transfer/Deposit – Mandatory

- **Please note: Direct Deposit is required to receive payment.**
- **Please include a void check (*not* a deposit slip) - thank you!**

**Directions:**

- To sign up for Direct Deposit, please complete Sections 1 and 2 and return this form to Maine State Housing Authority at the address below.
- Payees must notify Maine State Housing Authority of any address changes in order to receive important information about benefits and to remain qualified for payments.

### SECTION 1 (TO BE COMPLETED BY PAYEE)

<b>A NAME OF PAYEE</b> (must match IRS Form 1099)	<b>B TYPE OF DEPOSITOR ACCOUNT</b> <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO)	<b>C DEPOSITOR ACCOUNT NUMBER</b> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between;"> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> </div>	
CITY                      STATE                      ZIP CODE	Maine State Housing Authority 26 Edison Drive Augusta, ME 04330 Phone (207) 626-4600 Fax (207) 624-5713 Attn: HCV Program	
TELEPHONE NUMBER AREA CODE		
<b>PAYEE/JOINT PAYEE CERTIFICATION</b> I certify that I will receive IRS form 1099 and am entitled to the payment and that In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		
SIGNATURE		DATE
SIGNATURE		DATE

### SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION	<b>ROUTING NUMBER</b> <span style="float: right; font-size: small;">Check Digit</span> <div style="border: 1px solid black; width: 100%; height: 20px; display: flex; justify-content: space-between;"> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> <span style="width: 10%;"></span> </div>
	<b>DEPOSITOR ACCOUNT NAME</b> (will not receive IRS Form 1099 if different from box A)

Your Email: \_\_\_\_\_

### SECTION 3 (FOR OFFICE USE ONLY)

RECEIVED BY (INT)/ DATE	ENTERED BY (INT)/ DATE	MONTH OF FIRST ELECTRONIC TRANSFER	
DATE PRE-NOTED IN KTT	PRE-NOTE EXP DATE	NEW OR UPDATE	ACH ID#

## STEP Program Move-In Inspection Checklist

This checklist is designed to offer the owner a preview of the items which will be covered during a typical move-in inspection. It should be remembered that this checklist is a general guide and may not contain every item in a home. In addition, the items may vary by the type of home to be inspected.

**FOUR THINGS TO REMEMBER WHEN SCHEDULING A MOVE-IN INSPECTION:**

1. THE OWNER OR OWNER'S REPRESENTATIVE MUST BE PRESENT DURING THE INSPECTION
2. THE HOME SHOULD BE VACANT; AN INSPECTION WILL NOT BE CONDUCTED IF THE PRIOR TENANT IS STILL LIVING IN THE UNIT
3. ALL UTILITIES MUST BE TURNED ON AT THE TIME OF INSPECTION (ELECTRICITY, WATER, GAS, ETC)
4. ALL BASEMENTS, GARAGES AND OUT BUILDINGS MUST BE OPEN AND ACCESSIBLE FOR INSPECTION

**General Inspection Criteria (these apply to each room as necessary)**

Interior and Exterior Surfaces	No chipping paint, peeling paint, peeling wallpaper, paneling, etc.
Licensed Trades	All work on units must be completed by a state licensed professional, if so required by law. This includes, but is not limited to, electrical, plumbing and oil & solid fuel, as applicable
Walls	Plaster, drywall, paneling and framing materials must be sound with no holes
Ceilings	No leakage, major staining, sagging, holes or other damage
Windows	Must be in good working condition, solid and intact (For bedroom windows see Page 3)
Window screens	If present, must be in good condition
Interior doors	Must work and be in good condition
Exterior doors	Must be weather tight, lockable, have a threshold and all trim intact
Floors	Must be in a clean finished state; free of holes and trip hazards
Wood floors	Must be sanded smooth and finished, no raw wood, subfloors, concrete; all floors should have some form of baseshoe, trim or sealing
Security	Exterior doors must lock. First floor or other accessible windows must lock
Sinks	Must have shutoff valves unless faucets are wall mounted, gas traps, stoppers and no large cracks or stains

**Living room (mandatory room)**

Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
Window (mandatory)	Must have at least one window

### Bathroom (mandatory room)

Electricity	Must have at least one permanently installed light
Flush toilet	Must work with no leaks or constant running, be sanitary with no cracks on lids, seats or main body
Tubs and showers	Must be fully operable, sanitary, properly caulked or sealed with no cracks and have a surround in good condition
Ventilation	Must have a working vent fan with clean filter or an openable window

### Electrical

Ground-fault circuit-interrupter (GFCI) protection	Must be installed for all outlets in bathrooms, outlets installed to serve countertops in kitchens, outdoors (must also be covered), crawl spaces, garages and accessory buildings located at or below grade, sinks in areas other than the kitchen where receptacles are installed within 6 feet of the outside edge of the sink
Romex type plastic wiring	May not be exposed in a living area
Electric hazards	Open junction boxes, ungrounded three-prong outlets, cracked or missing outlet or switch covers, missing globes or light bulbs, missing knockouts, exposed wiring, dangling unsecured wires and other electric hazards are not allowed anywhere in the unit including basements

### Heating and Plumbing

Unvented space heaters/gas dryers	Unvented space heaters are never allowed (except electric). A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside.
Boilers or furnaces	All oil or gas fired units must be serviced each year and a current tag placed at the unit by the technician who did the work
All heating equipment	Must be compliant with all applicable codes. The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas.
Water	Must be from an approvable system, have no odor or color; hot and cold water is required at all sinks and tubs/showers
Sewer	Must have no leaks or smell of sewer gas and be connected to an approvable public or private disposal system
Water heater	Must be code compliant and have a pressure relief drain line installed to within 6"-12" of the floor. The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases.
Wood, wood pellet heat	Must meet all state and local codes

### Kitchen (mandatory room)

Electricity	Must have at least one working outlet and one permanently installed light
Outlets	All outlets along or serving the kitchen counters and within 6 feet of the outside edge of a sink must be GFCI protected
Stove or range w/oven	Must be clean and in working order

Range hood (if present)	Must be operable and have a clean filter
Refrigerator	Must maintain adequate temperature to protect food, freezer must work
Cabinets, counter space	Must have adequate area to prepare, store and serve food

## Bedrooms

Electricity	Must have at least two working outlets or one working outlet and one permanently installed light
Window (mandatory)	<p>Bedroom must always have one window that functions as designed.</p> <ul style="list-style-type: none"> <li>• If the unit is fully sprinkled the window does not have to meet egress requirements per NFPA 101 Life Safety Code.</li> <li>• If unit not sprinkled, the window must meet NFPA 101 Life Safety Code as stated in the paragraphs below.</li> </ul> <p>Any building constructed after 1976 shall be required to comply with the requirement to provide 5.7 square feet of net clear opening with a minimum width of 20" and a minimum height of 24". The window shall also meet all other requirements for egress windows contained in NFPA 101 Life Safety Code. Any replacement windows installed in a building constructed after 1976 shall be required to meet the net clear opening of 5.7 square feet. This shall be measured with the window in its natural open position.</p> <p>Any building constructed before 1976 will be allowed to meet the following specifications. The net clear opening would be allowed to meet the minimum 20" in width and 24" in height with a total net clear opening of 3.3 square feet; if the window is constructed of wood or vinyl and the overall window sash size meets a minimum of 5.0 square feet. The window shall meet all other requirements for an egress window as specified in NFPA 101 Life Safety Code as adopted by the Office of State Fire Marshal. Any replacement window installed in a building constructed before 1976 shall meet the same requires as the existing windows and shall not reduce the existing net clear opening below the minimum requirements.</p>
Carbon monoxide detector	There must be a carbon monoxide detector within 15 feet of each bedroom that is powered by both the electrical service in the building and a battery; or a non-replaceable 10-year battery.

## Building Exterior and Structural Integrity

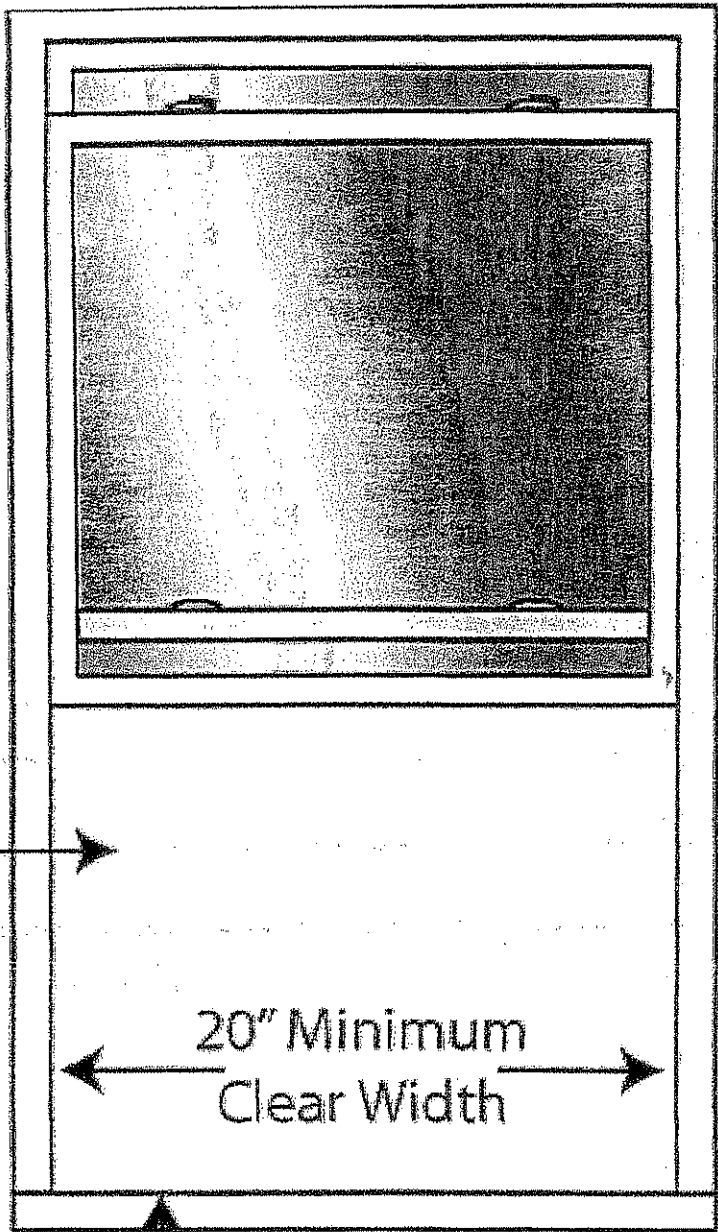
Roofing	Roofs on all buildings including, garages, barns, sheds and outbuildings must be leak free, show no signs of advanced aging or deterioration
Siding	All buildings must have continuous siding with no major holes or tears
Yard and grounds	Must be maintained in reasonable condition

<b>Guardrails</b>	<b>Must be installed wherever falling hazards are approximately 30 inches or more above the ground</b>
<b>Drainage</b>	<b>Proper interior and exterior drainage system must be present which prevents pooling water and development of mold, rot, etc.</b>
<b>Structural Integrity</b>	<b>All structures associated with the unit must be sound with no evidence of collapse or potential for injury or death</b>
<b>MOBILE HOMES ONLY</b>	<b>Manufactured homes must have proper HUD approved tie-down devices capable of surviving wind loads common to the area</b>
<b>Numbering</b>	<b>All units and buildings must be clearly and properly numbered</b>

## **Health and safety**

<b>Smoke detectors</b>	<b>At a minimum there must be one smoke detector on each level of the unit including the basement. Hard-wired with battery backup must be installed on all floors including the basements and interior common hallways in all units in apartment buildings with 3 or more units. As a substitute, in the common hallways a 10-year sealed tamper-resistant battery powered smoke detector may be installed. It is recommended that only hard-wired smoke detectors with battery back-up be used in all applications and that one be installed in each bedroom.</b>
<b>Lead-based paint</b>	<b>All peeling paint on or in buildings built before 1978 and having children under 6 years of age will be treated as lead-based paint and must be stabilized as required by law (contact MaineHousing for details)</b>
<b>Indoor air quality</b>	<b>Although some mold presence is normal, mold amplification is not. The unit must be free from abnormally high levels of air pollution caused by carbon monoxide, sewer gas, fuel gas, dust or other harmful pollutants. Although HUD does not specifically address such items as mold, radon or asbestos, MaineHousing will categorize by definition these under "harmful pollutants".</b>
<b>Insect and rodent infestation</b>	<b>MaineHousing's interpretation is to assume any infestation as "serious and persistent" and fail the unit. Owners will be required to show proof of correction attempts for the unit to pass upon re-inspection. Any Maine state laws regarding infestations must be followed. MaineHousing inspectors will not perform an inspection if they determine that any infestation or suspected infestation constitutes a threat to their health and safety.</b>
<b>Stairs and handrails</b>	<b>All stairways and porches must be in good condition and free of trip hazards; handrails are required on most stairways with 4 or more steps</b>
<b>Clutter, excess storage, debris</b>	<b>Is not allowed in the interior or exterior of the unit and building if deemed a safety hazard or eyesore by the inspector</b>
<b>Hazardous materials</b>	<b>Such as gasoline or propane are not allowed in the building</b>
<b>Fire safety</b>	<b>All doors and pathways to exits must be clear; double keyed deadbolts are not allowed on doors; if present, fire extinguishers must have a current inspection tag; all sprinkler systems must have a current inspection tag; emergency lighting must be fully functional, and where applicable all exit signs must be present and in the proper locations</b>

Minimum  
Clear  
Area  
5.7  
Square  
Feet



24" Minimum  
Clear Height

44" Maximum  
Sill Height

24" Minimum  
Sill Height

Finished Floor