



ATHOL HOUSING AUTHORITY

21 Morton Meadows
978-249-4848

Housing Choice Voucher (HCV) Program (Section 8)
pcaranfa@atholorangehousing.com

Athol, MA 01331-2123
FAX 978-249-9604



RTA COVER LETTER

Dear Landlord: In order for us to begin the process of leasing your potential tenant, the following documents must be returned to our office, signed by all parties:

(Check the boxes to indicate that you have completed, signed and returned each item.)

- Pages 1 RTA Cover Letter—this page
- Pages 2 Most Common HQS Inspection Fail Items
- Pages 3&4 **Request for Tenancy Approval (RTA)**
- Page 5 **GoSection8 Rent Reasonable**
- Page 6 **Security Deposit & Last Month's Rent form.**
- Page 7 **Lease Addendum—Restrictions on Leasing to Relatives**
- Page 8 **Lease Addendum—for Drug Free Housing**
- Page 9 **Lease Addendum—VAWA**
- Page 10 **Notice: Watch Out for Lead Poisoning**
- Page 11 **Disclosure of Info—Lead Based Paint Hazards**
- Page 12 **Examples of Fraud**
- Page 13 **Photo Release—HQS inspections**
- Page 14-15 **Things You Should Know**
- Page 16 **Owner / Agent Certification**
- Page 17 **Owner's Statement of Good Status**
- Page 18&19 **Appointment of Agent**
- Page 20&21 **Reasonable Accommodation – Important Document**

Participant Signature
Pages: 4, 6-13

Additional Attachments

- Return pg 1 only **IRS W-9 Owner's Taxpayer Identification Certification** (for whomever receives HAP)
Part C of HAP Contract: Tenancy Addendum form HUD 52641—copy attached for your convenience.

REQUIRED DOCUMENTS:

1. **Copy of your lease** must include language to the effect: "*Subject to all provisions of the HUD tenancy addendum; form: HUD 52641 HAP Contract Part C word-for-word.*" and a copy of the Tenancy Addendum Part C must be attached to the lease.
2. **Letter of Compliance (LOC)** for those families with a child under the age of six (6), **dated WITHIN the past 10 years.**
3. **Photo ID** of the person who signed the W-9.
4. **Proof of Ownership** i.e., copy of deed, HUD-1 form Settlement Statement, etc.
5. Copy of recent bills: **real estate tax and water/sewer.**
6. Copy of the **Business Entity Summary**, if applicable.
7. Copy of ST-2 for Tax Exempt organizations, if applicable.

VERY IMPORTANT:

If you are looking for a lease up for the first of a given month, we must have ALL the above documents in our possession on or before the 20th of the prior month. Example of this: a June 1 lease up will require all documents to be received by our office no later than May 20th. **The unit must be vacant**, if not occupied by this family, and it must pass inspection before a Lease and HAP Contract can be signed.

It is your responsibility to discuss with your prospective tenant your lease obligations and what you may require for a security deposit. The AHA does **NOT** assist with the payment of any security deposit or last month's rent in advance.

If any of the information **changes** on the Request for Tenancy form, i.e. change in unit being offered, **lease update**, change in who pays for utilities, etc., the owner **MUST** submit to this office, in writing, all requested changes.

NO CHANGES TO THE REQUEST FOR TENANCY WILL BE PROCESSED OVER THE PHONE.

Finally, if the process to lease up this new tenant in the proposed unit is not scheduled within 30 days of the date we receive the Request for Tenancy form, all of the above information will be returned to you, the owner, and the process will have to begin with a new Request for Tenancy form.

Should you have any questions, please feel free to contact this office.

Sincerely,
Pamela Caranfa
Program Administrator

| | |
|-------|-------------------|
| Owner | Head of Household |
| Agent | Unit Address |

Previous LL Questionnaire Received Back?



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Pamela Caranfa
Program Administrator

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Most Common HQS Inspection Fail Items

In order to help you prepare for our scheduled inspection of your rental unit, it is suggested that you review this check list. Listed are the **most common** items found during inspections. **This does not mean that other violations may not be listed.** If you have any questions, do not hesitate to contact me.

Thank you,
Pamela Caranfa,
Program Administrator

***LET'S NOT WASTE YOUR TIME OR MINE, this is a one person office.
I WOULD LIKE TO SEE THE INSPECTION GO SMOOTHLY, WOULDN'T YOU?
READ THIS PAGE IN IT'S ENTIRETY***

1. Outlets and light switches need to be secure to walls and working.
2. Outlet covers must be in place – cannot be cracked or broken
3. Smoke detectors are required on every level of the building. Carbon monoxide detectors must be within 10' of each bedroom.
4. Water temperature cannot exceed 130° Fahrenheit
5. Stovetop burners and oven must be in operating order – regardless of who owns the appliance. Cannot be missing drip pans. Gas burners must light by themselves.
6. Refrigerator must be in good operating condition – regardless of who owns the appliance.
7. Windows must be free from cracks/missing or broken panes, sash cords in place, and windows must be able to stay open by themselves.
8. Screens must be in place and free from holes, rips or ill-fitting to window opening.
9. All exterior doors must have adequate weather-stripping to prevent air/light infiltration
10. Overhead lights need globes.
11. Flooring needs to be free from any tripping hazards (i.e. ripples, cracks or tears in rugs, tiles or linoleum)
12. Thresholds must be in doorways where flooring types change.
13. No leaks under any sink.
14. Must be adequate heat and hot water. SPACE HEATERS ARE NOT ALLOWED.
15. Toilet bowls and sinks cannot be loose.
16. Washer drainpipes/water feed lines must have caps.
17. Caulking around sinks and tub cannot be mildewed or molded.
18. Handrails, both interior and exterior, must be secure with no missing balusters.
19. Exterior stairs, handrails, porches and railings cannot be rotted or deteriorating.
20. All egresses must be clear of rubbish, debris, and personal belongings.
21. Chimneys must be in good condition (i.e. no re-pointing needed, no falling bricks)
22. Chimney clean out cannot be full of soot.
23. There must be adequate exterior lighting, both in front and the rear.
24. There cannot be any unregistered cars, junk or debris in the yard or driveway.
25. Electric panels cannot have any open fuse/breaker slots
26. All junction boxes must be adequately covered.
27. No spliced wires/rigged wiring.
28. Cellar windows cannot be broken or missing.
29. Water heaters and/or boilers must have adequate discharge pipes.
30. Basement cannot be full of trash or debris. This includes old furniture and rehab supplies.
31. Flammables cannot be stored near water heaters or boilers.
32. Propane tanks cannot be stored inside of units or cellars.
33. Cellar must have adequate lighting.
34. There must be a meter on the house

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

| | | | | | |
|--|-----------------------|---------------------|--|-------------------------|---------------------------------------|
| 1. Name of Public Housing Agency (PHA) | | | 2. Address of Unit (street address, unit #, city, state, zip code) | | |
| 3. Requested Lease Start Date | 4. Number of Bedrooms | 5. Year Constructed | 6. Proposed Rent | 7. Security Deposit Amt | 8. Date Unit Available for Inspection |
| 9. Structure Type | | | 10. If this unit is subsidized, indicate type of subsidy: | | |
| <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home) | | | <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____ | | |

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

| Item | Specify fuel type | Paid by | |
|------------------|--|---------|-------------|
| Heating | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other | | |
| Cooking | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other | | |
| Water Heating | <input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other | | |
| Other Electric | | | |
| Water | | | |
| Sewer | | | |
| Trash Collection | | | |
| Air Conditioning | | | |
| Other (specify) | | | |
| | | | |
| | | | |
| Refrigerator | | | Provided by |
| Range/Microwave | | | |

12. Owner’s Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

| Address and unit number | Date Rented | Rental Amount |
|-------------------------|-------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |

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

- c. Check one of the following:

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

13. The PHA has not screened the family’s behavior or suitability for tenancy. Such screening is the owner’s responsibility.

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

| | | | |
|--|-------------------|--------------------------------------|-------------------|
| Print or Type Name of Owner/Owner Representative | | Print or Type Name of Household Head | |
| Owner/Owner Representative Signature | | Head of Household Signature | |
| Business Address | | Present Address | |
| Telephone Number | Date (mm/dd/yyyy) | Telephone Number | Date (mm/dd/yyyy) |

Please email completed form to **RROD@gosection8.com**.

For immediate assistance call **(561) 362-1099**.

Fields with an * are required. **PLEASE PRINT CLEARLY**

TENANT INFORMATION

* **First Name:** _____ * **Last Name:** _____
Voucher # / Reference #: _____ **Housing Authority Name:** Athol Housing Authority

(STEP 1) PROPERTY LOCATION

* **Address:** _____ **Unit Number:** _____
 * **City:** _____ * **State:** _____ * **Zip:** _____ * **County:** _____

(STEP 2) PROPERTY INFORMATION

| | | | |
|-----------------------------------|---|--|--|
| * Rent Amount: \$ _____ | * Bed(s): _____ * Bath(s): _____ | Square Footage: _____ Year Built: _____ | Quality and Condition: <input type="radio"/> Unknown <input type="radio"/> Poor <input type="radio"/> Fair <input type="radio"/> Average <input type="radio"/> Above Average <input type="radio"/> Excellent |
|-----------------------------------|---|--|--|

* **Property Type:**
 House TH/Villa Apt Condo Mobile Home Row House Duplex Triplex 4plex High-Rise Low-Rise
 Condo (APT) Condo (TH/Villa) **Applicable Utility Schedule:** _____

(STEP 3) AMENITIES AND UTILITIES * Must Complete for Adjustment Accuracy

| | | | | | | |
|---|--|--|--|--|--|--|
| Heating Fuel: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Propane | Heating Fuel Paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Cooking fuel Type: <input type="checkbox"/> Propane <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil | Cooking Paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Hot Water fuel Type: <input type="checkbox"/> Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Oil | Hot Water Paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Utilities: Electric paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner |
| Water Type: <input type="checkbox"/> Well Water <input type="checkbox"/> City Water | Water Paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Sewer Type: <input type="checkbox"/> Septic Tank <input type="checkbox"/> Public Sewer | Sewer Paid by: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Cooling Type: <input type="checkbox"/> Window/Wall <input type="checkbox"/> Swamp Cooler <input type="checkbox"/> Central <input type="checkbox"/> None | | |
| Heat Type: <input type="checkbox"/> Baseboard <input type="checkbox"/> Space <input type="checkbox"/> Central <input type="checkbox"/> Window/Wall <input type="checkbox"/> Radiator <input type="checkbox"/> None <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler | | Indoor: <input type="checkbox"/> Ceiling Fan(s) <input type="checkbox"/> Cable Included | Laundry Type: <input type="checkbox"/> W/D Hook-ups <input type="checkbox"/> Washer <input type="checkbox"/> Onsite Laundry <input type="checkbox"/> Dryer <input type="checkbox"/> Washer/Dryer | | Kitchen: <input type="checkbox"/> Dishwasher <input type="checkbox"/> Stove <input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Garbage Disposal | |
| Outdoor: <input type="checkbox"/> Swimming pool <input type="checkbox"/> Gated Community <input type="checkbox"/> Balcony | Parking: <input type="checkbox"/> 1 Car Garage <input type="checkbox"/> 1 Covered Space <input type="checkbox"/> Street <input type="checkbox"/> Open <input type="checkbox"/> 2 Car Garage <input type="checkbox"/> 2 Covered Spaces <input type="checkbox"/> Assigned <input type="checkbox"/> Unknown <input type="checkbox"/> 3 Car Garage <input type="checkbox"/> Unassigned <input type="checkbox"/> Driveway <input type="checkbox"/> None | | | Maintenance: <input type="checkbox"/> Pest Control Included <input type="checkbox"/> Lawn Included <input type="checkbox"/> Trash Included | | |



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Security Deposit Agreement

Received from: _____

The Amount of: \$ _____

LAST MONTH'S RENT

Received from: _____

The Amount of: \$ _____

The Security Deposit is subject to Massachusetts laws regarding escrow & notification of bank account information.

Deposit(s) are for ***unit address***: _____

Return of the security deposit or any portion thereof is subject to the following provisions:

1. The full term of the rental agreement has expired.
2. A 30-day written notice given prior to vacating unit unless rental agreement provides otherwise.
3. No damage to premises beyond fair wear and tear. No scratches or unsightly holes on walls.
4. Cleaning the entire apartment includes the following:
 - range/stove and oven, exhaust fans
 - refrigerator and freezer defrosted, turned off and the door(s) left OPEN
 - all floors swept, all carpets vacuumed
 - closets, walls, cabinets, drawers emptied
 - replace burnt out light bulbs and clean fixture globes
5. All debris and rubbish placed in the proper rubbish containers.
6. No unpaid late charges or delinquent rents.
7. All keys, including mailbox keys are returned.
8. Forwarding address left with owner/agent.

The costs for labor and materials for cleaning and repairs can be deducted from the Security Deposit if the above eight provisions are not complied with. The Security Deposit will be refunded by a check mailed to the forwarding address provided, made payable to all persons signing the Agreement.

KNOW THE LAW and YOUR RIGHTS—Massachusetts has strict laws pertaining to security deposit and last month's rent—We encourage both Owners/Agents and Tenants to go to the following website to get that information:

<https://www.mass.gov/security-deposits>

Signature OWNER / AGENT

DATE

Signature HEAD OF HOUSEHOLD

DATE



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Form HUD 52641 HAP Contract ADDENDUM

Restrictions of Leasing to Relatives Housing Choice Voucher Program (Section 8)

Effective June 17, 1998, the Department of Housing and Urban Development (HUD) issued regulations that prohibit housing authorities from approving a unit for lease if the OWNER of the unit is the **parent, child, grandparent, grandchild, sister or brother** of any member of the family. Under Section 982.306 of the Final Rule, **“owner” includes a principal, agent or other interested party.**

The Athol Housing Authority can approve the unit for lease if it is determined that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities (verification of disability is required).

Admin: 13-I.D. OWNER QUALIFICATIONS
Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

OWNER:

I, _____ and/or _____, as owner/agent of
Print name **authorized person for LLC/trust** Print **AGENT’S** name
Or **Single OWNER’S** name

the property located at _____,
Unit address

do hereby certify that I am not a parent, child, grandparent, grandchild, sister or brother of any member
of _____’s (voucher holder’s) household family members.
Print **HEAD OF HOUSEHOLD’S** name

OWNER’S Signature

Date

AGENT’S Signature

Date

PARTICIPANT: Housing Choice Voucher HCV Program (SECTION 8)

I, _____, as a Housing Choice Voucher holder do hereby certify that
Print **HEAD OF HOUSEHOLD’S** name

I am not, nor are any members of my household: a parent, child, grandparent, sister or brother of any
member of _____ and/or _____, families.
Print name **authorized person for LLC/trust** Print **AGENT’S** name
Or **Single OWNER’S** name

HEAD OF HOUSEHOLD’S Signature

Date

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

| | | |
|--------|----------|--------------------|
| TENANT | LANDLORD | UNIT NO. & ADDRESS |
|--------|----------|--------------------|

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.

Signature OWNER / AGENT

DATE

Signature HEAD OF HOUSEHOLD

DATE



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NOTICE: WATCH OUT FOR LEAD POISONING!

There is a possibility that housing constructed before 1978 may contain lead-based paint. Children get lead poisoning when they eat bits of paint that contain lead. If a child eats enough lead paint, his brain will be damaged. The child may become mentally retarded or even die.

- If your child is under six years of age and you live in a house built prior to 1978, we strongly recommend that you contact a doctor or local health clinic to have your child screened for lead in the blood.
- If your child is under six and had been found to have an elevated lead blood level, you should notify your local board of health at once, so your unit may be tested for lead-based paint.
- If the unit you live in or want to live in was built before 1978, ask the landlord if it has been tested for lead-based paint.

Older houses and apartments often have layers of lead paint on the walls, ceilings, and woodwork. Outdoors, lead paints and primers may have been used in many places, such as on walls, fences, porches, and fire escapes. When the paint chips off or when the plaster breaks, there is real danger for babies and young children.

If you have seen your child putting pieces of paint or plaster in his mouth, you should take him to a doctor, clinic, or hospital as soon as you can. In the beginning stages of lead poisoning, a child may not seem really sick. Do not wait for signs of poisoning. Of course, a child might eat paint chips or chew on a painted railing or windowsill, while parents aren't around. Has your child been especially cranky? Is he eating very little? Does he throw up or have stomach aches often? These could be signs of lead poisoning. Take him to a doctor's office or to a clinic.

Be sure to tell the rest of your family and people who sit for you about the danger of lead poisoning. Look at your walls and ceilings and woodwork. Are there places where the paint is peeling? If so, notify your local board of health so that an inspection can be scheduled. Do not try to remove the paint from the walls, ceilings, and woodwork.

IF YOUR UNIT WAS BUILT PRIOR TO 1978 AND IS OCCUPIED BY A CHILD UNDER THE AGE OF SIX:

- The Housing Quality Standards Inspector (HQS) must inspect your unit for defective paint surfaces (interior and exterior surfaces which are cracking, scaling, peeling, chipping or loose).
- If any defective areas are found, the owner will be instructed to treat the area.

IF YOUR UNIT WAS BUILT PRIOR TO 1978 AND A CHILD UNDER THE AGE OF SIX IS CONFIRMED TO HAVE AN ELEVATED BLOOD LEVEL (ebl):

- Your unit must be tested for lead-based paint.

IF THE TEST REVEALS LEAD BASED PAINT IN THE UNIT ABOVE ACCEPTABLE LEVELS

- The owner must comply with the Department of Public Health regulations governing lead paint removal.

Signature Owner / Agent

Date

As the Head of Household:

I have received a copy of this notice: "Watch Out for Lead Poisoning".

Signature HEAD OF HOUSEHOLD

Date

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

Lead Warning Statement

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

Owner's Disclosure

(a) Presence of lead-based paint hazards (check one box below):

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

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the building.

(b) Records and reports available to owner (check one box below):

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

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

Tenant's Acknowledgment

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

(d) Tenant has received the pamphlet *Protect your Family from Lead in your Home* from the Housing Agency.

Housing Agency's Acknowledgment

(e) Housing Agency has informed the tenant of the owner's obligations under 42 U.S.C. 4852(d) and is aware of the agency's responsibility to ensure compliance.

Certification of Accuracy

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

Signatures

Housing Agency Representative

Tenant

Owner

Athol Housing Authority

Print or Type Name of HA

Print or Type Name of Tenant

Print or Type Name of Owner

Signature

Signature

Signature

Caranfa, Pamela

Print or Type Name and Title of Signatory

Date

Print or Type Name and Title of Signatory

Date

Date



ATHOL HOUSING AUTHORITY



21 Morton Meadows
978-249-4848

Housing Choice Voucher (HCV) Program (Section 8)
pcaranfa@atholorangehousing.com

Athol, MA 01331-2123
FAX 978-249-9604

Examples of FRAUD

The Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) investigates cases of fraud by Public Housing Agencies (PHA's), their employees, owners/agents and tenants participating in the Housing Choice Voucher Program.

AHA policy: "the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead."

In order to provide rental assistance to as many needy families as possible, all participants in HUD sponsored programs must help properly utilize Government funds and follow HUD regulations. Incidents of fraud, willful misrepresentation, or intent to deceive, with regard to participation in HUD sponsored programs, are criminal acts. If you are suspected of committing any fraudulent acts, we are required to refer the matter to the proper authority for investigation and appropriate action. This could lead to an investigation of the allegation and could result in prosecution. As a result, you could also be terminated from the program.

Below are some examples (not all inclusive):

1. Owners/agents collecting extra (side) payments more than the family's share of the rent for unauthorized occupants or requiring the family to perform extra ordinary services in lieu of payments.
Any and all additional or side payments must be approved by the PHA;
2. Owners/agents collecting assistance payments for units not occupied by program participants;
3. Bribing PHA employees to certify substandard units as standard and other violations of Housing Quality Standards (HQS) which involve misrepresentation or deceit.
4. Applicants/Participants (Tenants) failing to report all income received by family members or changes to income (within 10 days of the change). Many people forgetting: new job, second job, overtime, part-time work, child support, unemployment, bonuses, minor children working, etc. When in doubt, call this office.
5. Applicants/Participants (Tenants) failing to report changes in family composition: marriage, birth, adoption, other legal action; absent family members due to illness or moving out; and unauthorized occupants (family, friends, children, etc.) living in the unit without prior written approval from both Owners/agents and AHA.

We urge everyone to report any violations of the Housing Choice Voucher program regulations immediately to this office. All reports will be treated as confidential.

I have read and understand the statements above:

Signature Owner / Agent

Date

Signature HEAD OF HOUSEHOLD Date

Signature SPOUSE / CO-HEAD / OTHER ADULT Date

Signature OTHER ADULT Date

Signature OTHER ADULT Date



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PHOTO RELEASE FORM HOUSING QUALITY STANDARDS (HQS)

Reference PIH 2013-17

Dear Participant,

Athol Housing Authority has put into place additional cost-saving measures, to utilize more electronic features of our software program; in order to comply with HUD's directives to reduce expenses. Taking photos during inspections is a helpful tool, that allows us to communicate with Landlords and their Agents more quickly by emailing them pictures of issues found during our inspections. This will hopefully expedite repairs and allow us to keep track of our correspondence with them more easily. This will also allow us to seek guidance when something is in question and/or we require help from HUD representatives for training purposes.

Thank you for your cooperation.

Sincerely,

Pamela Caranfa

Program Administrator

I hereby grant representatives of the Athol Housing Authority permission to take photographs, video, or other digital media ("photo") during Housing Choice Voucher (HCV) program inspections of my home. These photos may be used to document Housing Quality Standards (HQS) conditions in and around my home at the time of inspection.

I understand and agree that all photos will become the property of the Athol Housing Authority and will not be returned. This authorization will stay in effect for as long as I participate in the Housing Choice Voucher Program and record retention regulations allow. If at any point I want to withdraw my permission, I will do so in writing.

I have read and understand the above photo release. This consent form does not expire. I affirm that I am at least 18 years of age. I accept:

Owner / Agent Signature

Date

Head of Household Signature

Other Adult Signature

Spouse / Co-Head / Other Adult Signature

Other Adult Signature

Other Adult Signature

Other Adult Signature



November 2004

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application forms.

| | |
|--------------------------------|---|
| Purpose | This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information. |
| Penalties for Committing Fraud | <p>The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or recertification forms contain false or incomplete information, you may be:</p> <ul style="list-style-type: none">▫ Evicted from your apartment or house:▫ Required to repay all overpaid rental assistance you received:▫ Fined up to \$ 10,000:▫ Imprisoned for up to 5 years; and/or▫ Prohibited from receiving future assistance. <p>Your State and local governments may have other laws and penalties as well.</p> |
| Asking Questions | When you meet with the person who is to fill out your application, you should know what is expected of you. If you do not understand something, ask for clarification. That person can answer your question or find out what the answer is. |
| Completing The Application | When you answer application questions, you must include the following information: |
| Income | <ul style="list-style-type: none">▫ All sources of money you or any member of your household receive (wages, welfare payments, alimony, social security, pension, etc.):▫ Any money you receive on behalf of your children (child support, social security for children, etc.);▫ Income from assets (interest from a savings account, credit union, or certificate of deposit; dividends from stock, etc.);▫ Earnings from second job or part time job;▫ Any anticipated income (such as a bonus or pay raise you expect to receive) |
| Assets | <ul style="list-style-type: none">▫ All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc.. that are owned by you and any adult member of your family's household who will be living with you. |

- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.
- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign the application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must recertify. You must report on recertification forms:

- All income changes, such as increases of pay and/or benefits, change or loss of job and/or benefits, etc., for all household members.
- Any move in or out of a household member; and,
- All assets that you or your household members own and any assets that was sold in the last 2 years for less than its full value.

Beware of Fraud

You should be aware of the following fraud schemes:

- Do not pay any money to file an application;
- Do not pay any money to move up on the waiting list;
- Do not pay for anything not covered by your lease;
- Get a receipt for any money you pay; and,
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance charges).

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your complex or your PHA. If that is not possible, then call the local HUD office or the HUD Office of Inspector General (OIG) Hotline at (800) 347-3735. You can also write to: HUD-OIG HOTLINE, (GFI) 451 Seventh Street, S.W., Washington, DC. 20410.





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OWNER / AGENT Certification

Unit Address: _____ Unit # _____

Ownership of Assisted Unit

I certify that I am the legal owner or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever. I further certify that the property subject to this HAP Contract is not currently in foreclosure or receivership.

Approved Residents of Assisted Unit

I understand that the family members listed on the dwelling lease agreement as approved by the Athol Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

Housing Quality Standards

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance, so the unit continues to comply with Housing Quality Standards.

Security Deposit and Tenant Rent Payments

I understand that the amount of the tenant's portion of the contract rent are determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent which have not been specifically approved by the Housing Authority. I understand that it is my responsibility to collect the tenant's portion of the rent and that failure to collect the tenant's portion of the rent on a timely basis will be construed as a program violation. The security deposit cannot exceed one month's total rent for the unit.

Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant; I am responsible to notify the Housing Authority immediately in writing. Death of an assisted tenant terminates the HAP Contract; notification of such must be made immediately to Athol Housing Authority. Owner acknowledges that any Housing Assistance Payments (HAP) made after the death are required to be returned to the housing authority.

Unauthorized Persons

I understand it is a program violation to allow anyone not approved by AHA to reside in the assisted unit.

Administrative and Criminal Actions for Intentional Violations

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments contract is grounds for termination of participation in the Section 8 Program. I understand that knowingly falsifying material facts is a violation of State and Federal criminal law.

Tenant/Applicant/Participant Screening

I understand that the Athol Housing Authority does not screen applicants / participants regarding family behavior or tenant suitability, as this is my responsibility.

Acknowledge receipt of the following forms: Things You Should Know

Signature OWNER / AGENT

DATE

WARNING: Title 18, US Code, Section 1001 state that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or Agency of the United States. State law may also provide penalties for false or fraudulent statements.



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Owner's Statement of Good Status

I hereby state that the property located at: _____ is not in foreclosure status and that the real estate taxes, water and sewer bills are paid up to date. Furthermore, I have not received any notices that such actions of foreclosure or tax lien(s) will be forthcoming in the near future. The HAP contract will be terminated if owner fails to maintain "good status". Additionally, I understand that the Athol Housing Authority must be notified prior to the sale, transfer, or foreclosure of the property.

The following are excerpts of the HUD 52641 HAP Contract Parts B & C and is not all inclusive. (Please read HAP Contract in the entirety prior to signing.)

"Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract." This includes failure to "pay State or local real estate taxes, fines or assessments." ...Part B 14. f. (7)

"The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS)." "Failure to maintain the contract unit in accordance with the HQS" (including utilities as stated) the PHA may exercise any available remedies." ...Part C 7. b. (1)& (2) (a)

"The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA." "The owner shall supply any information as required by the PHA pertinent to the proposed assignment." "The PHA may deny approval to assign the HAP contract." ...Part B 14. g.

Submit copies of both bills: Real Estate Tax and Water/Sewer bills

Owner – Print Name

Owner Telephone #

Owner – Signature

Date

Owner Mailing Address (Include city, state & zip)

Owner Email Address **Print clearly**

Warning: Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.



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Appointment of Agent

If an Owner has appointed someone to act on the Owner's behalf, this Appointment of Agent must be completed and returned to the Athol Housing Authority.

Note: If the property is owned by two or more individuals, such as by a husband and wife, this Appointment of Agent form must be completed in order for one Owner to act on behalf of the others.

1. The **unit address** of the property is: _____ Unit # _____

2. The **name of all Owners** as they appear on the Deed are: #1) _____
#2) _____ #3) _____

3. **Provide the following documents** (these can be downloaded from mass.gov):

- Proof of ownership:** Copy of deed.
- Copy of **business entity summary page** for all: **LLC, C / S Corp, Partnership, Trust/estate, etc.**
- MA license or Government **Photo ID** of owner.

4. **CHECK THE ONE THAT APPLIES:**

- An **Individual:** If there is **only one person that owns the property**, you do not need to complete this form.
- A **Partnership:** If two (**husband and wife**) or more individuals own the property, **all Owners must sign** this Appointment in order to appoint an agent. –You must appoint one person for AHA to communicate with.
- A **Corporation:** If a corporation owns the property, the **authorized signatory of the corporation must sign** this Appointment in order to appoint an agent, except when evidence (clerk's certificate of vote, or copy of by-laws) that another individual has been so authorized.
- A **General Partnership:** If a general Partnership owns the property, **all General Partners must sign** this Appointment in order to appoint an agent, unless documentation is attached authorizing a Managing or other General Partner to sign.
- A **Limited Partnership:** If a limited partnership owns the property, **all General Partners must sign** this Appointment in order to appoint an agent, unless documentation is attached authorizing a Managing or other General Partner to sign.
- A **Trust:** If a trust owns the property, **all Trustees must sign** this Appointment in order to appoint an agent, unless documentation is provided (a copy of the Declaration of Trust) that one Trustee has been authorized to sign. Please note that the Rental Assistance Programs cannot pay subsidy where the owner of record is a trust and the tenant is a beneficiary of the trust.
- A **Limited Liability Company:** If a limited liability company owns the property, **all Members must sign** this Appointment in order to appoint an agent, unless documentation is provided (a copy of the Certificate of Organization or Operating Agreement) that one Member has been authorized to sign.



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5. To act as Owner(s)' agent in relation to the above property, with all the powers and duties indicated below **(check only those that apply):**

- To **sign on its behalf of all** Requests for Tenancy Approval, leases, Housing Assistance Payments Contracts, and any amendments or extensions thereto.
- To **receive Housing Assistance Payment (HAP)** from the Athol Housing Authority
Check only if Agent is to receive the HAP deposited into their account—W-9 required for Agent.
- To receive from Tenant and receipt for all rents, security deposits, and key deposits
- To receive any and all notices and communication.
- To cause to make all necessary repairs.
- To issue in its name notices to quit to institute summary process proceedings.
- To act on its behalf on all other matters germane to management and other issues needing attention for this unit.

6. This Appointment of Agent is effective as of _____. The Athol Housing Authority will rely on this Appointment until such time as it received signed notification of modification or termination.

Owner Signature(s): See #4 above for who must sign.

Signature **OWNER #1:** _____
 Printed Name: _____
 Title: _____
 Address: _____

Date: _____
 Phone: _____ Cell / Land

Signature **OWNER #2:** _____
 Printed Name: _____
 Title: _____
 Address: _____

Date: _____
 Phone: _____ Cell / Land

Signature **OWNER #3:** _____
 Printed Name: _____
 Title: _____
 Address: _____

Date: _____
 Phone: _____ Cell / Land

Signature **AGENT:** _____
 Printed Name: _____
 DBA Name _____
 Address: _____

Date: _____
 Phone: _____ Cell / Land



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NOTICE OF RIGHTS TO REASONABLE ACCOMMODATION

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

**Applicable federal and state law defines
the term ‘disability’ means, with respect to an individual as:**

- (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- (b) a record of such impairment; or
- (c) being regarded as having such an impairment.

but such term does not include current, illegal drug use or addiction to a controlled substance. Major life activities are defined as functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

As an example for the federal **Housing Choice Voucher Program (HCV)** known as Section 8:

- A change in the rules or policies of how we do things that would make this program accessible to and usable by a person with disabilities or due to reasons beyond the family’s control (extenuating circumstances).
- A change in the way we communicate with you or give you information.
- AHA Policy: “A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The family must document the need for the exception.” Certain conditions apply. (AHA Admin Plan pg. 16-7.) Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act of 1973

As an example for the state programs: **Chapter 667** elderly and disabled or **Chapter 709** family:

- A **reasonable accommodation** is a change, exception, or adjustment to a rule, policy, practice, or service that will allow a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces.
- Massachusetts General Law c. 151B §§4 (6) and (7)

You may ask for this kind of change, which is called a **Reasonable Accommodation**. *We request that it be in writing using our form.* If you need help filling out a Reasonable Accommodation Request Form, or if you want to give us your request in some other way, please contact this office.

You **must** explain what type of accommodation is needed to provide the person with the disability to full access the program(s) we offer. If your request is reasonable (does not pose an “undue financial and administrative burden” or result in a “fundamental alteration” of the program), we will try to make the change you request. *In other words, what this legal phrase means:* if it is not too expensive or too difficult to arrange or change the program per state or federal laws or rules.

We will let you know if we need more information or verification from you or if possible, make suggestions of other ways that we could meet your needs.

IMPORTANT DOCUMENT

- English This is an important document, please contact the Athol Housing Authority at 978-249-4848 for language assistance. You have the right to an interpreter free of charge.
- Armenian Սա կարևոր փաստաթուղթ է, լեզվական օգնության համար խնդրում ենք կապվել Athol Housing Authority-ին 978-249-4848 հեռախոսահամարով: Դուք անվճար թարգմանչի իրավունք ունեք:
- Arabic لديك. للغوية للحصول على المساعدة ا 978-249-4848 على Athol هذه وثيقة مهمة ، يرجى الاتصال بهيئة الإسكان الحق في الحصول على مترجم فوري مجاناً.
hadhih wathiqat muhimat , yurjaa aliatisal bihayyat al'iiskan Athol ealaa 978-249-4848 lilhusul ealaa almusaeadat allughawiati. ladayk alhaqu fi alhusul ealaa mutarjim fawriin mjanan.
- Chinese 這是一份重要文件，請致電 978-249-4848 聯繫 Athol 房屋管理局以獲得語言幫助。您有權免費獲得口譯員。Zhè shì yī fēn zhòngyào wénjiàn, qǐng zhìdiàn 978-249-4848 liánxì Athol fángwū guǎnlǐ jú yǐ huòdé yǔyán bāngzhù. Nín yǒu quán miǎnfèi huòdé kǒuyì yuán.
- French Ceci est un document important, veuillez contacter la Athol Housing Authority au 978-249-4848 pour une assistance linguistique. Vous avez droit à un interprète gratuitement.
- Greek Αυτό είναι ένα σημαντικό έγγραφο, επικοινωνήστε με την Athol Housing Authority στο 978-249-4848 για γλωσσική βοήθεια. Έχετε το δικαίωμα σε δωρεάν.
Aftó éinai éna simantikó éngrafo, epikoinoníste me tin Athol Housing Authority sto 978-249-4848 gia glossikí voítheia. Échete to dikaíoma se dierminéa doreán.
- Haitian Sa a se yon dokiman enpòtan, tanpri kontakte Athol Housing Authority nan 978-249-4848 pou asistans nan lang. Ou gen dwa pou jwenn yon entèprèt gratis.
- Hindi यह एक महत्वपूर्ण दस्तावेज है, कृपया भाषा सहायता के लिए एथोल हाउसिंग अथॉरिटी से 978-249-4848 पर संपर्क करें। आपके पास निःशुल्क दुभाषिया प्राप्त करने का अधिकार है।
- Italian Questo è un documento importante, si prega di contattare la Athol Housing Authority al numero 978-249-4848 per assistenza linguistica. Hai diritto a un interprete gratuito.
- Korean 이것은 중요한 문서입니다. 언어 지원을 받으려면 Athol 주택 당국에 978-249-4848로 연락하십시오. 귀하는 무료로 통역사를 이용할 권리가 있습니다.
- Polish Jest to ważny dokument, prosimy o kontakt z Athol Housing Authority pod numerem 978-249-4848 w celu uzyskania pomocy językowej. Masz prawo do bezpłatnego tłumacza.
- Portuguese Este é um documento importante, entre em contato com a Athol Housing Authority pelo telefone 978-249-4848 para obter assistência linguística. Tem direito a um intérprete gratuito.
- Russian Это важный документ. Пожалуйста, свяжитесь с жилищным управлением Athol по телефону 978-249-4848 для получения языковой помощи. Вы имеете право на бесплатного переводчика.
Eto vazhnyy dokument. Pozhaluysta, svyazhites' s zhilishchnym upravleniyem Athol po telefonu 978-249-4848 dlya polucheniya yazykovoy pomoshchi. Vy imeyete pravo na besplatnogo perevodchika.
- Spanish Este es un documento importante, comuníquese con la Autoridad de Vivienda de Athol al 978-249-4848 para obtener asistencia con el idioma. Tiene derecho a un intérprete gratuito.
- Urdu 249-978 سے 978 ہاؤسنگ اتھارٹ تھولی ای برائے مہربان ے مدد کے ل ہے، زبان ک زی اہم دستاوی کی ای مترجم کا حق حاصل ہے سی آپ کو مفت م سی پر رابطہ کر 4848
- Vietnamese Đây là một tài liệu quan trọng, vui lòng liên hệ với Cơ quan Quản lý Nhà ở Athol theo số 978-249-4848 để được hỗ trợ về ngôn ngữ. Bạn có quyền có thông dịch viên miễn phí.