



## PARKVIEW HOMEOWNERSHIP PROGRAM

Thank you for your interest in our Homeownership Program. We understand that you would like to take the next steps toward homeownership with Parkview Services. To get you started we've enclosed our Intake Application Packet.

Please fill out all the forms, sign them, and return them to me along with:

- Proof of your income**
  - (3 month paystubs; annual Social Security Letter; most current W2; Child Support/Alimony order)
- Last 3 years Tax Returns**
- Last 3 Months Bank Statements**
- Copy of Driver's license and/or state ID**
- Proof of Disability**
  - (Letter from a medical doctor. See attached example letter for details.)
- Copy of Homebuyer Education Certificate**
- Copy of Utility bills**
  - (Preferably one utility bill such as electricity or waste, and a luxury bill such as cell phone or cable/internet bill)

### **PLEASE REMOVE ALL STAPLES BEFORE SUBMITTING YOUR DOCUMENTS!**

Once we receive your complete package we can schedule a time to meet. At that time we can discuss what down payment assistance your family qualifies for and determine the best option to proceed.

Feel free to call us if you have any questions. We look forward to working with you.

Sincerely,

**Marnie Claywell**

Director of Operations  
[Marnie@parkviewservices.org](mailto:Marnie@parkviewservices.org)  
206.542.6644 Ext. 126

**Maya Ramp**

Pre-Purchase Counselor  
[Maya@parkviewservices.org](mailto:Maya@parkviewservices.org)  
206.542.6644 Ext. 118

## PARKVIEW HOMEOWNERSHIP PROGRAM

Parkview's Homeownership Program Offers home buying assistance in King, Skagit and Snohomish County to people with disabilities and family members who will live with them.

### **Pre Purchase Program Overview**

There are three major components to Parkview's program. These are home buyer education, pre purchase budget counseling and down payment assistance.

### **Program Eligibility**

- Purchase a house or condominium unit in King, Skagit or Snohomish County.
- Be an individual with a disability or have a family member with a disability that will live with you. Some down payment assistance programs are specifically target families with a member of the family with a developmental disability.
- Be able to secure approval for a first mortgage now or sometime in the near future.

### **Qualifying for Down Payment Assistance**

- Successfully complete Parkview Services' individualized Homebuyer Education Curriculum and Home Maintenance Workshop.
- Successfully complete Parkview Services' one-on-one pre-purchase budgeting/counseling curriculum.
- Have gross **annual income** from all sources that is less than 80% of the area median income. Some preference will be given to home buyers who have income below 50% of the area median.
- Be a first time home buyer (you have not owned a home within the last 3 years).
- **Have at least \$3,000 in savings.** These funds are necessary for 1) Earnest money 2) Inspection Fee 3) Appraisal Fee. **You might be required to have more depending on the particular down payment assistance that you are awarded.**
- Required to have \$1,000 of reserve funds in the bank at closing (funds not used for the purchase)
- Maximum of \$15,000 in reserves post-closing; Maximum \$500 Deductible on Homeowners Ins.
- No late payment to creditors in the last 12 months prior to credit approval
- Persons with a developmental disability must have sufficient support services to ensure the health and safety of themselves and their home.

### **2019 HUD INCOME LIMITS FOR KING, SKAGIT AND SNOHOMISH COUNTIES**

Household Size	1	2	3	4	5	6	7	8
Max Income King/Snohomish Counties	\$61,800	\$70,600	\$79,450	\$88,250	\$95,350	\$102,400	\$109,450	\$116,500
Max Income Skagit County	\$42,600	\$48,650	\$54,750	\$60,800	\$65,700	\$70,550	\$75,400	\$80,300



EXAMPLE OF LETTER FROM MEDICAL DOCTOR (Proof of disability)

Please have your Medical Doctor write on his/her letterhead paper and feel free to quote from this example.

Date \_\_\_\_\_

To Whom It May Concern:

This letter is to confirm that \_\_\_\_\_ (patient's name)

(Please choose below that applies)

- Has a disability that meets the criteria under RCW71A.10.020 for a developmental disability.
- Has a permanent disability that meets the American's with Disabilities Act (ADA) of 1990.

Sincerely,

Dr. \_\_\_\_\_ (print name) M.D.

\_\_\_\_\_  
(M.D. Signature)

## **HOUSING COUNSELING INTAKE FORM**

Parkview Services is a non-profit corporation designed to facilitate homeownership for potential first-time home buyers with disabilities. Parkview Services is an Equal Housing Opportunity Provider that is sanctioned by the U.S. Department of Housing & Urban Development (HUD) as a "Housing Counseling Agency". The purpose of this Application is to meet HUD reporting requirements as well as to determine whether you meet eligibility requirements for Parkview Services services and/or mortgage lending standards. Your information is confidential.

**THIS APPLICATION IS 5 PAGES IN LENGTH. THE COVER PAGES ASSIST PARKVIEW SERVICES MEET HUD REPORTING REQUIREMENTS. IF YOU CHOOSE PARKVIEW SERVICES TO GUIDE YOU THROUGH THE HOME PROCESS (INCLUDING REFINANCING YOUR MORTGAGE), THE COVER PAGE WILL BE THE FIRST PAGE OF YOUR HOME LOAN AND/OR PRE- PURCHASE COUNSELING RECORD.**

CLIENT	CO-CLIENT
Full Name:	Full Name:
Date of Birth:    /    /                  Gender (M/F):	Date of Birth:    /    /                  Gender (M/F):
Mobile or Daytime Number: <i>With Area Code*</i>	Mobile or Daytime Number: <i>With Area Code*</i>
Email Address:	Email Address:
SSN:	SSN:
<b>Marital Status:</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced	<b>Marital Status:</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced

CLIENT CURRENT ADDRESS	
Property Address:	
City, State ZIP:	County:
Housing <input type="checkbox"/> Own <input type="checkbox"/> Rent \$ _____	Date of Move In:    /    /

CO-CLIENT CURRENT ADDRESS	
Property Address:	
City, State ZIP:	County:
Housing <input type="checkbox"/> Own <input type="checkbox"/> Rent \$ _____	Date of Move In:    /    /

**Former address, if less than 2 years at current residence:**

CLIENT FORMER ADDRESS	
Property Address:	
City, State ZIP:	County:
Housing <input type="checkbox"/> Own <input type="checkbox"/> Rent \$ _____	Date of Move In:    /    /

CO-CLIENT FORMER ADDRESS	
Property Address:	
City, State ZIP:	County:
Housing <input type="checkbox"/> Own <input type="checkbox"/> Rent \$ _____	Date of Move In:    /    /

*Parkview Services makes no final determination concerning your ability to meet the lending requirements of any particular lender.*



CLIENT DEMOGRAPHICS		CO-CLIENT DEMOGRAPHICS	
ETHNICITY		ETHNICITY	
<input type="checkbox"/> Hispanic or Latino ( <i>Check one or more</i> ) <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Hispanic or Latino: <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> I do not wish to provide this information		<input type="checkbox"/> Hispanic or Latino ( <i>Check one or more</i> ) <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other Hispanic or Latino: <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> I do not wish to provide this information	
RACE		RACE	
<input type="checkbox"/> Asian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian:	<input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander: <input type="checkbox"/> White <input type="checkbox"/> I do not wish to provide this information	<input type="checkbox"/> Asian <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian:	<input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander: <input type="checkbox"/> White <input type="checkbox"/> I do not wish to provide this information
Preferred Language:		Preferred Language:	
Are you a Veteran? <input type="checkbox"/> No <input type="checkbox"/> Yes		Are you a Veteran? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Education:		Education:	
CITIZENSHIP			
Were You Born an America Citizen?			
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If No, Country of Birth:		If No, Country of Birth:	
HOUSEHOLD INCOME			
Number of People in the household:		Number of People in the household:	
Total Household Income: \$		Total Household Income: \$	

LEGAL DEPENDANTS				
(Family members and/or others who will be residing at the residence)				
Name	Age	Gender M / F	Relationship	Claim as Dependent on Taxes
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

SPECIAL NEEDS	
<input type="checkbox"/> Interpretation/Translation Services	Language:
<input type="checkbox"/> Someone in my household is a person with disabilities as defined by the Americans with Disabilities Act of 1990.	
<input type="checkbox"/> Someone in my household is a person with developmental disabilities as defined by the Developmental Disabilities Assistance and Bill of Rights Act of 2000.	
<input type="checkbox"/> Wheel Chair Access	<input type="checkbox"/> Other ( <i>Please Describe</i> ):

*Parkview Services makes no final determination concerning your ability to meet the lending requirements of any particular lender.*





INCOME			
(Include ALL household income regardless of amount or frequency you receive it.)			
COUNSELING CLIENT		CO-COUNSELING CLIENT	
Employment		Employment	
Hourly Wage: \$	Hours Per Week:	Hourly Wage: \$	Hours Per Week:
Monthly Salary: \$	Annual Salary: \$	Monthly Salary: \$	Annual Salary: \$
Overtime Wage: \$	Monthly: \$	Overtime Wage: \$	Monthly: \$
Commissions/Bonus: \$	Part-Time Income: \$	Commissions/Bonus: \$	Part-Time Income: \$
Other Sources		Other Sources	
Social Security Benefits:	\$	Social Security Benefits:	\$
Dividends/Interest:	\$	Dividends/Interest:	\$
Net Rental Income:	\$	Net Rental Income:	\$
Alimony*:	\$	Alimony*:	\$
Child Support*:	\$	Child Support*:	\$

<b>TOTAL MONTHLY INCOME</b>	<b>\$</b>	<b>TOTAL MONTHLY INCOME</b>	<b>\$</b>
<i>*Attach copy of Final Divorce Decree and/or Child Support Order. Attach other supporting documentation, if applicable.</i>			

PLEASE ANSWER THE FOLLOWING QUESTIONS		
CLIENT	QUESTIONS	CO-CLIENT
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you presently residing in a mutual or public housing project?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you currently on Section 8?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Have you been sued for any reason within the past 10 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Have you declared bankruptcy within the last 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Have you had property foreclosed upon or given title or deed in lieu thereof in the past 3 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you currently party to a lawsuit?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you obligated to pay alimony, child support or maintenance? <i>If "YES" attach copy of your Final Divorce Decree and/or Child Support Order</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Is any part of your down payment contribution borrowed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you a co-maker, endorser, or co-signer on a Note?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Have you had credit problems in the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you a U.S. citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you a Resident Alien? <i>If "YES" attach copy of Resident Alien Card.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Do you intend to occupy the property as your principle residence?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are you a first-time home buyer (have not owned or had any interest in a piece of property for the past 3 years)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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<b>ASSETS</b>			
<b>COUNSELING CLIENT</b>		<b>CO-COUNSELING CLIENT</b>	
Name of Bank		Name of Bank	
Account Number		Account Number	
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Balance	\$	<input type="checkbox"/> Checking <input type="checkbox"/> Savings Balance	\$
Name of Bank		Name of Bank	
Account Number		Account Number	
<input type="checkbox"/> Checking <input type="checkbox"/> Savings Balance	\$	<input type="checkbox"/> Checking <input type="checkbox"/> Savings Balance	\$
Retirement Accounts	\$	Retirement Accounts	\$
Account Number	\$	Account Number	\$
Other assets ( )	\$	Other assets ( )	\$
Life Insurance Net Cash Value	\$	Life Insurance Net Cash Value	\$
Face Amount	\$	Face Amount	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL ASSETS</b>	<b>\$</b>

<b>CREDIT &amp; DEBT</b>							
<b>COUNSELING CLIENT</b>				<b>CO-COUNSELING CLIENT</b>			
<b>CREDITOR</b>				<b>CREDITOR</b>			
<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$	<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$
<b>CREDITOR</b>				<b>CREDITOR</b>			
<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$	<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$
<b>CREDITOR</b>				<b>CREDITOR</b>			
<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$	<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$
<b>CREDITOR</b>				<b>CREDITOR</b>			
<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$	<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$
<b>CREDITOR</b>				<b>CREDITOR</b>			
<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$	<b>BALANCE</b>	\$	<b>PER MONTH</b>	\$

<b>ALIMONY, CHILD SUPPORT, AND/OR SEPARATE PAYMENTS:</b>			
<b>COUNSELING CLIENT</b>		<b>CO-COUNSELING CLIENT</b>	
<b>TYPE</b>	<b>MONTHLY PAYMENT</b>	<b>TYPE</b>	<b>MONTHLY PAYMENT</b>
	\$		\$
	\$		\$

<b>TOTAL MONTHLY DEBT</b>	<b>\$</b>	<b>TOTAL MONTHLY DEBT</b>	<b>\$</b>
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**List Any Additional Names Under Which You Have Received Credit In The Past:**

(Example with a nickname or a "Jr" or prior married name(s))

COUNSELING CLIENT	CO-COUNSELING CLIENT

**AGREEMENT:**

By signing below, you represent and warrant that information provided is true and complete and Parkview Services may consider such information as continuing to be true and correct unless a written notice of change is given to Parkview Services by the Undersigned. If any information you provided on the *Application Cover Page* has changed since signing the *Cover Page*, you have updated that information on this *Application*. By signing below you also represent and warrant that you have provided Parkview Services with all documentation deemed applicable within this *Application* to determine your eligibility.

By signing below you authorize Parkview Services to make all inquiries and to obtain such information as Parkview Services deems necessary to verify the accuracy of the statements made in this *Application* to determine the Undersigned's eligibility. This *Application* and all requested documents will be retained by Parkview Services even if participation is not granted.

By signing below, you agree to attend and complete the Parkview Services First-Time Home Buyer Program (classes and counseling) prior to closing on any and all purchase assistance loan(s).

By signing below you agree to provide Parkview Services with a copy of your settlement statement upon closing on your new home.

You certify and declare under penalty of perjury under the laws of the State of Washington that the statements and representations made herein are true and correct.

*Parkview Services maintains an up-to-date Grievance Policy. If you feel that Parkview Services's Application and qualification processes have treated you unfairly or if you have any questions, you may contact the Executive Director of Parkview Services in order to request a copy of this Policy.*

\_\_\_\_\_  
Counseling Client                      Date

\_\_\_\_\_  
Co-Counseling Client                      Date

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## Rent vs Own Questionnaire

Dear Prospective Homeowner,

The following questionnaire will help us assess what's important to you in regard to homeownership and will help us better address your housing and counseling needs. Please complete the entire questionnaire and return with your intake packet. Thank you and we look forward to working with you.

1. Why would you like to own a home versus renting one?

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2. How soon are you looking to transition into a new home and when does your current lease expire?

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3. Are you looking for a condo or single family home? What type of home would you like to buy and why?

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4. How long do you plan to live there?

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5. How important is location to you when considering your future home and why?

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6. Describe how you plan to manage your monthly and seasonal maintenance and how do you plan to address repairs?

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- 7. How much do you have in savings? \_\_\_\_\_
- 8. How much do you typically save each month towards future expenses? \_\_\_\_\_
- 9. How much have you saved towards buying a home? \_\_\_\_\_
- 10. Have you spoke with a loan officer or realtor about purchasing a home?

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11. Do you have at least \$2000 to \$3000 in savings, specifically dedicated to purchasing a home and for relocation expenses e.g. moving supplies and U-Haul?

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12. Have you decided how much you feel comfortable paying each month for your future home? \_\_\_\_\_ NOTE: Parkview requires savings of 3 months payment shock. Payment shock is the difference between the rent you are paying and the payment you are signing up to have for your mortgage.

Please use the following space to share any other thoughts about homeownership you wish to share.

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## INSTRUCTIONS FOR COMPLETING THE BUDGET WORKSHEET

You must complete pages **two and three** of this worksheet if you are applying for a loan. (Your homebuyer education counselor should be able to tell you whether this applies to you). You will have to submit this worksheet with your loan application and the lender will be required to verify your income and expense figures. Be sure to provide as much information as possible to help the lender understand all your sources of income and support and all your expenses.

Following is a line-by-line description of the budget worksheet.

### PAGE ONE: Monthly Income Analysis

- A** Wage/Salary Income (Gross) - Enter the gross amount of any income you earn at a job (before taxes or other deductions).
- B** Benefit Income (Nontaxable) - Enter all government benefits that you receive, such as Social Security, Supplemental Security Income (SI), Social Security Disability Insurance (SSDI), Food Stamps, Veterans Benefits, Aid to Families with Dependent Children (AFDC or ADC), and any state or local supplements to federal benefits.
- C** Other Funds Designated Specifically for Mortgage - Include any funds that may be used only to make a mortgage or other housing payment. Examples of such funds are the housing portion of room and board payments for a live-in personal assistant made through a state Medicaid Home and Community-Based Services (HCBS) Waiver program, or housing payments designated from a special needs trust.
- D** Total Monthly Income - Add the first three categories (A + B + C) together.
- E** Other Sources of Support - List any other sources of cash or noncash support that help with your daily living expenses (such as food, transportation, or home maintenance), and record their dollar amount or value. Examples of items to include are regular monthly financial support from a parent or family member, funds from a government or private source for personal assistance, food club, or food voucher assistance, transportation vouchers, and other sources of support you receive through a housing or support service organization. All items must be verifiable with documentation from the source of support. Although the lender will not count these types of resources as true income for purposes of calculating how much mortgage you qualify for, listing them will help the lender better understand your overall financial situation.

**PAGE 1 OF 3**

- F** Total Effective Income - Add D + E. This is the total amount of resources you have to meet your personal needs, including your proposed mortgage payment and the housing-related expenses.

### PAGE TWO: Monthly Expense Analysis

- G** Living Expenses - The best way to develop an accurate monthly expense budget is to keep track of everything you spend for a period of six months to a year. Add any expense categories under "Other" that apply to your situation but are not listed. Remember to account for any expenses that may increase or decrease when you live in your own home. Also be sure that you have included an expense to match each specific resource listed on page one. For example, if you listed \$60 under "Transportation" in your monthly expense list. If you're actual transportation costs are greater than the voucher amount, list the total or actual cost of transportation.
- H** Monthly Bills (Debt) - List your monthly payments for credit card debt, student loans, car payment or other consumer loans, and any other monthly payments you are making that are not for current living expenses. Your credit history should also reflect that you are making these payments.
- I** Total Non-Housing Expenses - Calculate your total living expenses, not including housing (G + H).
- J** Housing Expenses - In the first column labeled (Current), enter the amount you currently pay for rent in the second column labeled (Proposed), enter the expected amount of your mortgage payment.

<b>BORROWER BUDGET EXPENSES WORKSHEET</b>			
<b>MONTHLY INCOME ANALYSIS</b>		<b>CURRENT</b>	<b>PROPOSED</b>
<b>A</b>	<b>LIST ALL INCOME</b>		
	List Wage/Salary ( <b>Gross</b> ) Income		
	<b>Total Wages/Salary Income</b>	\$	\$
<b>B</b>	<b>LIST BENEFIT INCOME (NONTAXABLE)</b>		
	SSI, State SSI Supplement		
	<b>TOTAL BENEFIT INCOME</b>	\$	\$
<b>C</b>	List other Funds Designated Specifically for Mortgage <i>(Attach Documentation)</i>		
	<b>Total Other Funds</b>	\$	\$
<b>D</b>	<b>TOTAL MONTHLY INCOME (A) = (B) + (C)</b>	\$	\$
<b>E</b>	List Other Sources of Support <i>(Dollar Amount or Value of Services)</i>		
	<b>Note:</b> These amounts are included in the income and expense analysis, but may NOT be used to calculate qualifying ratios. Any income sources designated for a specific type of support must also be reflected in monthly expenses on page 2.		
	Personal Home Care Assistant		
	<b>Total Other Sources of Support</b>	\$	\$
<b>F</b>	<b>TOTAL EFFECTIVE INCOME (D)+(E)</b>	\$	\$

Name or Borrower(s) \_\_\_\_\_

MONTHLY EXPENSE ANALYSIS		CURRENT	PROPOSED <i>*With New Mortgage Payment</i>
<b>G</b>	<b>List All Living Expenses</b>		
	Food		
	Household Supplies		
	Utilities <i>e.g. gas, electric, water, sewer, trash</i>		
	Property Maintenance & Repair		
	Transportation <i>e.g. gasoline, public transit</i>		
	Telephone/Cell phone service		
	Cable Television		
	Clothing		
	Recreational/ Entertainment		
	Health Care		
	Insurance <i>e.g. renters, auto, etc.</i>		
	Taxes <i>e.g. Income, FICA, Personal Property Taxes</i>		
	<b>Other</b> <i>e.g. personal assistance, child care, pet costs, gifts, donations, religious offerings, etc.</i> List here or itemize on separate sheet and enter total amount		
<b>Total Monthly Living Expenses</b>	\$	\$	
<b>H</b>	<b>List Monthly Bills/Debts</b> <i>e.g. Auto Loan, Credit Cards</i>		
	<b>Total Monthly Bills</b>	\$	\$
<b>I</b>	<b>TOTAL NON-HOUSING EXPENSES: ADD (G) + (H)</b>	\$	\$
<b>J</b>	Housing Expenses		
	<b>CURRENT COLUMN</b> Enter current Rent; <b>PROPOSED COLUMN</b> Enter proposed mortgage	\$	\$
<b>K</b>	<b>TOTAL MONTHLY EXPENSES: ADD (I)+ (J)</b>	\$	\$

## HOMEOWNERSHIP RESPONSIBILITIES ACKNOWLEDGEMENT

### **FINANCIAL**

Make mortgage payments on time.

Budget and save for home maintenance and repair.

If you are having financial difficulties, reach out to us.

Visit us at:

[www.parkviewservices.org/mortgage-default-program/get-help/](http://www.parkviewservices.org/mortgage-default-program/get-help/)

### **HOME MAINTENANCE/REPAIR**

Attend Home Maintenance Workshop delivered by Parkview Services within 90 days of purchasing your home.

Perform routine maintenance on your home.

Make repairs in a timely manner to ensure they do not become more expensive or cause more damage to the home.

Maintain your property by keeping the lawn mowed and the areas around your home neat and orderly.

### **COMMUNITY**

Understand where health and emergency services are located. Connect with neighbors.

I/We understand the responsibilities noted above as the primary responsibilities of homeownership. I/We feel we are prepared to take on the responsibility of homeownership and look forward to the opportunity to enjoy the benefits of homeownership. Additionally, I/we are prepared to do the work required to meet my/our financial responsibilities as well as maintain the physical structure of the home.

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Signature

Date

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Signature

Date



## CLIENT AUTHORIZATION FORM

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

Parkview Services' Counselor Name: **Maya Ramp**

Parkview Services Homeownership Client Authorization for Home Counseling

*I would like to participate in your counseling sessions to help me improve my housing situation. I understand that my home counselor may discuss information about my credit history, financial situation, employment and other information with me and other representatives of financial institutions or agencies, as necessary to assist me in improving my housing situation. I understand that information about my personal circumstances will be treated as totally confidential and that NO information about me will be discussed with anyone not directly involved in our efforts to improve my housing situation.*

I hereby authorize my home counselor to discuss any information related to my personal circumstances that may be necessary in our attempts to improve my housing situation, and to release and/or obtain credit, financial, employment and other information to and/or from other agencies or financial institutions when disclosing this information is essential to the improvement of my housing situation.

It is expressly understood that it is my option to work with the real estate agent and/lender and/or other representatives of my choosing and the home counseling agency will work with such representatives in assisting me to improve my housing situation .

It is further understood that in consideration of the home counseling agency's assistance with my housing situation, I agree to hold harmless the home counseling agency and its agents and/or employees from any and all claims or causes of actions arising, or which may arise from mistakes or errors or omissions in regards to said counseling.

I/we hereby authorize Parkview Services to verify my/our past and present employment earnings records, bank accounts, stock holdings and any other asset balances that are needed to process a mortgage loan application or default counseling as the case may be. I/we further authorize Parkview Services to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this form will also serve as authorization.

\_\_\_\_\_  
Applicant Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Co-Applicant Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Applicant Address\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip

## AUTHORIZATION TO PULL CREDIT

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

I authorize Parkview Services; a Washington State Housing Finance Commission approved counseling agency, to order a consumer credit report from Executive Reporting Services or American Reporting Company (ARC) for pre-purchase counseling purposes.

- I further authorize all relevant entities to accept a copy of this document as permission to release such information to Parkview Services.
- I also give consent for you to discuss my case with all Parkview Services' representative listed below as they are in process of helping me address my current credit and financial condition.

BORROWER	CO-BORROWER
Full Name (Print):	Full Name (Print):
Address:	Address:
City:	City:
State:                      Zip:	State:                      Zip:
Social Security Number:	Social Security Number:
DOB:	DOB:
Signature:	Signature:
Date:	Date:

### Parkview Services Authorized Representatives:

Marnie Claywell                      Maya Ramp                      Loren Shekell

CREDIT REPORT AUTHORIZATION - PARKVIEW INTERNAL USE ONLY:	
<b>Date Received By Counselor:</b>	<b>Counselor Initials:</b>
<input type="checkbox"/> \$17.06 Individual Borrower	<input type="checkbox"/> \$34.12 Two Borrowers
<b>Form of Payment:</b>	<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card
<input type="checkbox"/> No Charge Fee Waived By:	Reason for waiver:

 Name of person paying for credit report if other than individual(s) named above:
 

---

 Signature of person authorizing payment of fee for credit report if other than individual(s) named above:
 

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#### **Fee Waiver Policy**

Parkview Services charges fees for some services to those who can afford to pay. We determine that a person can afford to pay if their household income is greater than or equal to the greater of 200% of the poverty level or 50% of the area median income (AMI). If your household income is greater than the waiver limit you will be required to pay the fees according to the schedule listed above.



## CREDIT CARD AUTHORIZATION FORM

Please complete this authorization and return to Parkview Services.

All information will be kept safe and confidential.

Cardholder Name:			
Billing Address:			
City:		State:	Zip:
Credit Card Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	<input type="checkbox"/> Discover
Card Number:			
Expiration Date:		3 – Digit CVV Code:	
<b>Check <u>ONLY</u></b> the one that applies	<input type="checkbox"/> \$17.06 Individual	<input type="checkbox"/> \$34.12 Joint	
Purpose: Credit Report Fee			

I authorize Parkview Services to charge the above-listed amount to my credit card. I agree to pay for this purchase in accordance with the issuing bank's cardholder agreement.

**Cardholder:** Print name, sign and date below

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

Signed: \_\_\_\_\_

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

**NOTE:**

*Once we have charged your credit or debit card, we redact your personal card information.*

## AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize Parkview Services to release/exchange information from my records in order to assist me.

This information will be released only to those institutions, companies and agencies that Parkview Services believes can provide assistance in resolving a default. Examples of such entities include mortgage servicers, mortgage investors, public agencies, public utility companies, and other non-profit organizations. If necessary, information on file at another entity may also be released to Parkview Services. This information release/exchange will be restricted to specific financial data, such as income, budget, debt and mortgage details provided by me.

I understand that the provision of services at Parkview Services is not contingent upon my decision concerning the release/exchange of information.

The doctrine of informed consent is voluntary and is valid until such request is fulfilled. I further acknowledge that I may revoke this consent at any time except to the extent that action based on this consent has been taken.

I hereby acknowledge that this consent is voluntary and is valid until such request is fulfilled. I further acknowledge that I may revoke this consent at any time except to the extent that action based on this consent has been taken. I also acknowledge that a copy of this form is as valid as the original.

---

Client's Name Printed

---

Client's Signature

Date

---

Co-Client's Name Printed

---

Co-Client's Signature

Date

---

Counselor (signed)

Date

### **CONFIDENTIALITY AND SECURITY**

We restrict access to personal information about you to those of our employees who need to know that information to provide products and services to you and to help them do their job, including underwriting and servicing of loans and/or down payment assistance, making loan decisions, aiding you in renting or obtaining loans from others, and financial counseling. We maintain physical and electronic security procedures to safeguard the confidentiality and integrity of personal information in our possession and to guard against unauthorized access. We use locked files, user authentication and detection software to protect your information. Our safeguards comply with federal regulations to guard your personal information.

## AUTHORIZATION & PRIVACY POLICY

1. I understand that Parkview Services provides several services including down payment assistance after which I will receive a written action plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.
2. I understand that Parkview Services receives funds through the Washington State Housing Finance Commission and indirectly funds from HUD programs and various other sources and, as such, is required to share some of my personal information with HUD and the Washington State Housing Finance Commission and other program administrators or their agents for purposes of program monitoring, compliance and evaluation.
3. I give permission for HUD and the Washington State Housing Finance Commission program administrators and/or their agents to follow-up with me between now and December 31, 2019 for the purposes of program evaluation.
4. I understand that client files, electronic and paper are kept confidential. Our agency ensures the confidentiality of each client's personal and financial information including credit reports, whether the information is received from client or from another source. Hard copies of client files are kept in a locked filing cabinet and electronic client files are kept secure and only accessible by authorized employees.
5. I acknowledge that I have previously received a copy of Parkview Services Privacy Policy.

### **PLEASE NOTE:**

I may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified.

I understand that I am not obligated to use any of the services offered to me.

A counselor may answer questions and provide information, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance or can seek the same on your own.

I understand that Parkview Services provides information and education on numerous loan products and housing programs and I further understand I/we are not obligated to receive any other services offered by Parkview Services and/or any of its affiliates/partners.

I understand that the housing counseling I receive from Parkview Services in no way obligates me to choose any of these particular loan products or housing programs.

**PRIVACY POLICY**

Parkview Services is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your "nonpublic personal information," such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will not be provided to creditors, program monitors, and others without your authorization and signature on the Foreclosure Mitigation Counseling Agreement. We may also use anonymous aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

**TYPES OF INFORMATION THAT WE GATHER ABOUT YOU**

- Information we receive from you orally, on applications or other forms, such as your name, address, social security number, assets, demographic information and income documentation;
- Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and Information we receive from a credit reporting agency, such as your credit history.

**YOU MAY "OPT-IN" OF CERTAIN DISCLOSURES**

- You have the opportunity to "opt-in" for disclosures of your nonpublic personal information to third parties (such as your creditors), that is, allow us to make those disclosures.

If you choose to "opt-in", we will be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to our "opt-in" policy, you will need to notify us in writing and call **206.745.1034** to do so. However, if you do not "opt-in", this will affect our ability to provide homeownership services to you. To "opt-in", e-mail: **privacy@parkviewservices.org** or **write us at: 17544 Midvale Avenue North, Suite LL Shoreline, Washington, 98133.**

Non-affiliated third parties are entities that are not owned nor controlled, in whole or in part, nor are they a subsidiary of, Parkview Services. However, these third party entities are essential to our ability to provide homeownership services to you. You are not obligated to receive any other services offered by Parkview Services and/or any of its affiliates/partners.

**RELEASE OF YOUR INFORMATION TO THIRD PARTIES**

1. If you "opt-in", we may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of grant awards which make our services possible.
2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process).
3. Within the organization, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**OPTING IN OF DISCLOSURES**

- By signing this form below: I/We hereby choose to "opt-in" of disclosures of my nonpublic personal information to third parties as previously described.

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Print Client's Name

---

Client's Signature Date

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Print Co-Client's Name

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Co-Client's Signature Date

## PARKVIEW SERVICES DISCLOSURE STATEMENT

I, \_\_\_\_\_ understand that Parkview Services provides Pre-Purchase Counseling during which I will receive recommendations for handling my finances, budgeting for the future and possibly including referrals for services within Parkview Services or with another agency.

I understand that Parkview Services receives funding from the Washington State Housing Finance Commission, indirectly through HUD and Congressional funds through the National Foreclosure Mitigation Counseling program and it is required to share some of my personal information with NeighborWorks America, the Department of Housing and Urban Development, the Washington State Housing Finance Commission, or their agents for the purposes of program monitoring, management, compliance, and evaluation. I understand that a counselor may answer questions and provide information, but not give legal advice.

I understand that, in addition to Pre-Purchase Homeownership Counseling, Parkview Services also provides the following types of services:

- Foreclosure Intervention Counseling
- Down Payment Assistance
- Mortgage Delinquency and Default Counseling
- Affordable Rental Housing for People with Developmental Disabilities

I understand that Parkview Services is required to fully disclose potential and actual conflicts of interest so that I am in a position to make fully informed decisions.

I understand that Parkview Services or one of its homeownership counselors may have one of the following conflicts through referral or in fact:

We receive Federal Neighborhood Stabilization Program funds to, redevelop, and sell, bank and government owned properties to provide affordable housing for people with disabilities;

We receive financial support from mortgage servicers or investors.

I understand that I may be referred to other services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified. **I understand and have been advised that I am not obligated to use any of the services offered to me.**

---

Homeownership Client Printed Name

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Homeownership Client Signature

---

Date

---

Homeownership Co-Client Printed Name

---

Homeownership Co-Client Signature

---

Date

The undersigned verifies that the client was fully informed of the information contained herein and understood its nature. The client has given verbal authorization and acknowledgement.

---

Counselor's Printed Name

---

Date

---

Counselor's Signature

## CONDOMINIUM HOMEOWNERSHIP ACKNOWLEDGEMENT

I hereby acknowledge that when buying a condominium, one of my responsibilities is to review the Condominium's Homeowner Association Insurance Policy so that I am aware of any liability I may have should there be a an event that triggers a claim concerning the condominium unit I plan to purchase.

I also am aware that the condominium's Homeowners association insurance policy does not cover the inside of my condominium and that it is highly recommended for me to purchase "walls in" coverage for my condominium including liability insurance.

As an example of this, I want to be aware of any deductible I may be liable for and plan accordingly such as purchasing supplemental condominium insurance to cover myself financially should any damage be done to my condominium.

Additionally, I acknowledge that I will keep apprised of the financial condition of my condominium association by reading all condominium documents provided to me prior to purchasing a condominium and I will keep apprised of activities of the Condominium association as a homeowner of a condominium. I am aware that there is the possibility for a condominium to impose a special assessment which would require me to pay an amount in addition to my monthly HOA dues and by keeping up with the goings on of the Homeowner's Association I can be prepared for such a financial event should the time arise.

---

Homebuyer Signature

Date

---

Homebuyer Signature

Date

## FAIR HOUSING ACT OF 1968 ACKNOWLEDGEMENT

I, the undersigned do hereby acknowledge that I have received a copy of,  
“Fair Housing – It’s Your Right”

The primary prohibition of the Fair Housing Act of 1968 (& 1988 amendments) makes it unlawful to refuse to sell, rent to, or negotiate with any person because of that person’s inclusion in a protected class.

This pamphlet, published by the Department of Housing and Urban Development, provides basic facts, significant recent changes and what to do if you think your rights have been violated.

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Signature

---

Date

---

Signature

---

Date





# CAUTION—Your Action is Required Soon

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 06/30/2021)

## **For Your Protection: Get a Home Inspection**

### **You must make a choice on getting a Home Inspection. It is not done automatically.**

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ü Evaluate the physical condition: structure, construction, and mechanical systems;
- ü Identify items that need to be repaired and
- ü Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### **The Appraisal is NOT a Home Inspection and does not replace an inspection.**

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

### **FHA and Lenders may not Guarantee the Condition of your Potential New Home**

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### **Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency**

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at [www.HUD.gov](http://www.HUD.gov); Energy Efficiency -- see the DOE EnergyStar Program at [www.energystar.gov](http://www.energystar.gov).

### **Selecting a Trained Professional Home Inspector**

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: [www.ashi.org](http://www.ashi.org) or by telephone at: 1-800-743-2744.

**I / We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signed) Homebuyer Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signed) Homebuyer Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. This agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD If desired you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)



# Fair Housing-It's Your Right

## Learn about the Fair Housing Act

HUD has played a lead role in administering the Fair Housing Act since its adoption in 1968. The 1988 amendments, however, have greatly increased the Department's enforcement role. First, the newly protected classes have proven significant sources of new complaints. Second, HUD's expanded enforcement role took the Department beyond investigation and conciliation into the area of mandatory enforcement.

Complaints filed with HUD are investigated by the Office of Fair Housing and Equal Opportunity (FHEO). If the complaint is not successfully conciliated, FHEO determines whether reasonable cause exists to believe that a discriminatory housing practice has occurred. Where reasonable cause is found, the parties to the complaint are notified by HUD's issuance of a Determination, as well as a Charge of Discrimination, and a hearing is scheduled before a HUD administrative law judge. Either party - complainant or respondent - may cause the HUD-scheduled administrative proceeding to be terminated by electing instead to have the matter litigated in Federal court. Whenever a party has so elected, the Department of Justice takes over HUD's role as counsel seeking resolution of the charge on behalf of aggrieved persons, and the matter proceeds as a civil action. Either form of action - the ALJ proceeding or the civil action in Federal court - is subject to review in the U.S. Court of Appeals.

### 1.) Get basic facts about the Fair Housing Act

#### 1.) What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

#### 2.) What Is Prohibited?

**In the Sale and Rental of Housing:** No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

**In Mortgage Lending:** No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

**In Addition:** It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

### 3.) Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability your landlord **may not:**
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.
- 

**Example:** A building with a no pets policy must allow a visually impaired tenant to keep a guide dog.

**Example:** An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

#### 4.) Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
  - An accessible route into and through the unit
  - Accessible light switches, electrical outlets, thermostats and other environmental controls
  - Reinforced bathroom walls to allow later installation of grab bars and
  - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

#### 5.) Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

#### 2.) Significant Recent Changes

- The Housing for Older Persons Act of 1995 (HOPA) makes several changes to the 55 and older exemption. Since the 1988 Amendments, the Fair Housing Act has exempted from its familial status provisions properties that satisfy the Act's 55 and older housing condition.

- First, it eliminates the requirement that 55 and older housing have significant facilities and services designed for the elderly. Second, HOPA establishes a good faith reliance immunity from damages for persons who in good faith believe that the 55 and older exemption applies to a particular property, if they do not actually know that the property is not eligible for the exemption and if the property has formally stated in writing that it qualifies for the exemption.

HOPA retains the requirement that senior housing must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. It also still requires that senior housing publish and follow policies and procedures that demonstrate an intent to be housing for persons 55 and older.

An exempt property will not violate the Fair Housing Act if it includes families with children, but it does not have to do so. Of course, the property must meet the Act's requirements that at least 80 percent of its occupied units have at least one occupant who is 55 or older, and that it publish and follow policies and procedures that demonstrate an intent to be 55 and older housing.

A Department of Housing and Urban Development rule published in the April 2, 1999, Federal Register implements the Housing for Older Persons Act of 1995, and explains in detail those provisions of the Fair Housing Act that pertain to senior housing.

- Changes were made to enhance law enforcement, including making amendments to criminal penalties in section 901 of the Civil Rights Act of 1968 for violating the Fair Housing Act.
- Changes were made to provide incentives for self-testing by lenders for discrimination under the Fair Housing Act and the Equal Credit Opportunity Act. See Title II, subtitle D of the Omnibus Consolidated Appropriations Act, 1997, P.L. 104 - 208 (9/30/96).

### **3.) If You Think Your Rights Have Been Violated**

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing Discrimination Complaint Form** is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

#### **Step 1: What to Tell HUD:**

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

#### **Step 2: Where to Write or Call:**

Send the Housing Discrimination Complaint Form or a letter to the **HUD Office** nearest you or you may call that office directly.

**If You Are Disabled:**

HUD also provides:

- A toll-free TTY phone for the hearing impaired: **1-800-927-9275**.
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

**4.) What Happens when You File a Complaint?**

HUD will notify you when it receives your complaint. Normally, HUD also will:

- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

**Conciliation**

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

**Complaint Referrals**

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

**What if You Need Help Quickly?**

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

**What Happens after a Complaint Investigation?**

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

**The Administrative Hearing:**

If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALA) will consider evidence from you and the respondent. If the ALA decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$16,000 for a first violation and \$70,000 for a third violation within seven years.
- To pay reasonable attorney's fees and costs.

**Federal District Court**

If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

**In Addition**

**You May File Suit:** You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

**Other Tools to Combat Housing Discrimination:**

If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.

The Attorney General may file a suit in a Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

The **Fair Housing Act** and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the **HUD Office** nearest you.