

MEDINA COUNTY

144 North Broadway, Ste. 205

Medina, Ohio 44256

FY 2010 CHIP

INSTRUCTIONS FOR COMPLETING HOUSING IMPROVEMENT APPLICATION

Complete

Not Applicable

- All persons living in the household must be included in the application.
- All persons in the household receiving income must be indicated on the application.
- The employer's name and address for those persons receiving income must be indicated on the application. To speed up your application, you can also submit a copy of your pay stubs for the past 6 months.
- Persons receiving Social Security, Disability or Pension must attach a copy of the coming years benefit statement. **To obtain your Social Security Benefit Statement call the Social Security Administration at 1-800-772-1213 between 7:30 a.m. and 7:00 p.m.** or request it on the internet at www.ssa.gov.
- Self-employed - provide complete copies of 3 most current Federal Tax Returns filed;
- Receiving unemployment - provide copy of the current Unemployment Benefit Statement.
- Child Support - provide documentation of child support and/or sign the authorization to verify income. Indicate the County your child support payments are received from.
- Child over 18 is a full-time student, please provide proof of enrollment (copy of schedule or other document showing status as full-time student.) Please indicate if student is employed.
- Not employed. Please provide signed statement regarding same.
- Applicants must furnish a copy of the property deed with the application. You can obtain a copy of your property deed from the County Recorder's office.
- If submitting a downpayment application, submit a copy of the purchase agreement.
- The applicant (owner) and all persons in the household receiving income must sign the certification and authorization statement.

Any questions regarding the completion of the application form should be directed to Phyllis A. Dunlap, CT Consultants (440) 530-2230.

**RETURN COMPLETED APPLICATIONS TO SCOTT MILLER, FINANCE DIRECTOR,
MEDINA COUNTY, 144 NORTH BROADWAY, STE. 205, MEDINA, OHIO 44256**

**MEDINA COUNTY
2010 CHIP
PROGRAM APPLICATION**

- HOMEBUYER ASSISTANCE
- OWNER-OCCUPIED HOUSING REHAB
- HOME REPAIR
- EMERGENCY MONTHLY HOUSING

RECEIVED _____

Date: _____

I. Personal Data: (Include all persons living in the household.)

Applicant's Name: _____ Age: _____ Social Security No. _____

Spouse's Name: _____ Age: _____ Social Security No. _____
Is spouse deceased? Yes / No Divorced? Yes / No

Other Adult: _____ Age: _____ Social Security No. _____

Address: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

No. of Dependents: _____ Ages: _____

No. of Persons living in the home: _____ Any person living in Home with EBL? ___ Yes ___ No

Are any of the persons living in this household handicapped or disabled?: Yes ___ No ___ Ages _____

Optional:

Race or Ethnic Origin: _____ Hispanic: ___ Yes ___ No

II. Employment (All Household Members)

Applicant #1 Employer: _____

_____ (address) _____ (phone number)

Position: _____ No of years _____

Applicant #2 Employer: _____

_____ (address) _____ (phone number)

Position: _____ No of years _____

Other Employment (name of person employed): _____

Employer Name: _____ Address: _____ Phone: _____

Pension Provider or other income: _____

_____ (address) _____ (phone number)

(please put any additional income on the reverse):

III. **Gross Income (INCLUDE ALL HOUSEHOLD MEMBERS)**

		Applicant	Co-Applicant	Other	TOTAL ALL
Base Pay	Hourly				
Hourly Rate					
Pension					
	Amount				
Social Security	Monthly				
Rental Income	Monthly				
Alimony/Child Support	Monthly				
Unemployment	Monthly				
Disability	Monthly				
Other					
Total Monthly Income					

Assets:

- Real Estate Owned other than your principal residence:
 Address _____ Value: _____
 Address _____ Value: _____
- Other Assets: _____ \$ _____

IV. **Indebtedness** (OWNER-OCCUPIED REHAB & HOME REPAIR APPLICANTS ONLY)**

Rehab Address: _____
 Mortgager Name: _____ Mortgager Address: _____
 Original Mortgage Amount: \$ _____
 Pres. Mortgage Balance: \$ _____
Monthly P&I Payment: \$ _____
Property Tax: \$ _____
Utilities: (only what applicant provides)
Average Monthly costs:
 Gas: \$ _____ Electric: \$ _____ Water/Sewer: \$ _____

IV. **Home to be Purchased*** (DOWNPAYMENT ASSISTANCE/REHAB APPLICANTS ONLY)**

Address of Property: _____
 Is the property currently a rental? Yes _____ No _____
 Lender's Name: _____ Phone No. _____
 Lenders Address: _____
 Realtor's Name: _____ Phone No. _____
 Title Company: _____ Phone No. _____
 Purchase Price: \$ _____
 Monthly P&I Payment: \$ _____ Property Tax: \$ _____
 Current Housing Expenses:
 Monthly Rent: \$ _____ Gas: \$ _____ Electric: \$ _____ Water/Sewer: \$ _____

IV. Indebtedness (EMERGENCY MONTHLY HOUSING APPLICANTS ONLY)**

Home Address: _____

Mortgager Name: _____ Mortgager Address: _____

Original Mortgage Amount: \$ _____ In Foreclosure? ___ yes ___ no

Pres. Mortgage Balance: \$ _____

Monthly P&I Payment: \$ _____ current? ___ yes ___ no

Property Tax: \$ _____ current? ___ yes ___ no

Utilities: (only what applicant provides) current? ___ yes ___ no

Average Monthly costs:

Gas: \$ _____ Electric: \$ _____ Water/Sewer: \$ _____

Please indicate the assistance needed for Emergency Monthly Housing.

V. Homeowners Insurance – All Applicants

Amount: \$ _____ Premium: \$ _____ Policy No. _____

Agent Name. _____

Agent Address: _____ Phone: _____

(If Downpayment Asst./Rehab applicant purchasing a new home, please provide copy of insurance upon close.)

VI. Additional Information – All Applicants:

Age of Unit: _____ years

No. of Bedrooms: _____

Are all real property taxes paid and current? Yes _____ No _____

Are your mortgage payments current? Yes _____ No _____

Do you have any outstanding or delinquent accounts with Medina County? Yes _____ No _____

In the last seven years, have you declared bankruptcy? Yes _____ No _____

Have you had property foreclosed upon? Yes _____ No _____

Do you have any outstanding judgments? Yes _____ No _____

Are you purchasing your home under a land contract: Yes _____ No _____

Are you currently under citation for a building or zoning code violation? If yes, please explain.

In general what are the housing rehabilitation needs of the home?

Owner-Occupied applications are due by 4:00 p.m., December 15, 2010 to be considered for the program. The order of receipt of applications will be considered as a final factor when all other factors are equal.

The Home Repair, Homebuyer Downpayment/Rehab Program and Emergency Monthly Housing Program Applications will be considered on a first come first serve basis.

Certification of Applicant(s)

PLEASE READ THE FOLLOWING STATEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF IT OR HAVE ANY QUESTIONS ABOUT WHAT YOU ARE ASKED TO SIGN, PLEASE ASK THE PROGRAM ADMINISTRATOR TO HELP YOU. BOTH APPLICANTS MUST SIGN IN BLUE BELOW.

I certify that all the information in this application is true and complete to the best of my knowledge. I understand this information is subject to verification.

I further certify that I am the owner(s) (in the case of owner-occupied rehabilitation and/or home repair application) or the purchaser (in the case of homebuyer assistance application) of the property identified in this application and that any and all funds provided me will be used only for downpayment assistance and/or the labor and materials necessary to accomplish the rehabilitation work which will be described in the construction contract.

I authorize the Medina County, through its representatives, and designees of the Office of Housing and Community Partnerships (OHCP) and the U.S. Department of Housing and Urban Development (HUD) to inspect and evaluate actual services provided to me. I understand that any and all information provided in this application may be used for that purpose.

I understand that the personal financial information contained in the application is necessary for evaluation of my application for rehabilitation assistance. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I further understand that my name, address and total amount of rehabilitation assistance will be subject to public disclosure since public funds are being utilized to rehabilitate my property.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT; U.S.C. Title 18, Sec. 1001, provides:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies . . . or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

Address: _____

Signature of Applicant

Signature of Applicant

Date:

Date:

COMMUNITY HOUSING IMPROVEMENT PROGRAM
APPLICANT RELEASE TO OBTAIN VERIFICATION OF INCOME

As an applicant for Medina County's Homebuyer Assistance, Owner-Occupied Rehabilitation Program and/or Home Repair Program, I do hereby give my permission to the staff administering the grant program, to contact my employer, bank, or other appropriate person(s) or companies to verify information I have supplied to Medina County concerning my income, assets, and expenses as reported herein by me.

Signature

Date

Signature

Date

TERMS AND CONDITIONS FOR OWNERS ACCEPTING HOUSING REHABILITATION ASSISTANCE

These are the terms and conditions which you as Owner(s) must agree to in order to receive housing rehabilitation assistance. These terms and conditions will become a part of your Agreement for a loan/grant which finances the improvements to your house.

As Applicant, I (we) agree to:

1. Inspection. I will allow inspection of the property by Medina County staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed rehabilitation work.

Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.
2. Competitive Bidding. I will permit Medina County staff to seek competitive bids from qualified contractors for all the rehabilitation work. Bids will be requested according to the procedures established by Medina County staff and in accordance with federal, state and local laws.
3. Agreement with Contractor. I agree to enter into a Contract with the lowest and best bidder, normally to the low bidder. I understand that I may reject, in writing the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner, or who has not visited my house, before preparing the bid.
4. Homeowner Modifications. I agree **not** to make any changes to the home that will affect the estimate of repairs i.e. removing kitchen cabinets, removing carpeting, removing walls, etc.
5. Side Agreements. I will refrain from making side agreements with the contractor for work not included in my Agreement with the Contractor, or not included in any written Change Orders approved by Medina County staff until all work under the Contract is satisfactory and closing inspections are completed. Medina County staff assumes no responsibility for the cost or quality of work not covered by the Agreement or approved by Change Orders.
6. Conflict of Interest. I will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. I will not allow any member of the United States Congress or State government, elected official of the Grantee or Medina County employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
7. Non-Discrimination. I will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
8. Maintenance of the Property. I will make every reasonable effort to keep my property in safe, sound and habitable condition following completion of the rehabilitation work.

9. Hazard Insurance. I will obtain hazard (fire, property and liability damage) insurance on the property rehabilitated in an amount based on its value after rehabilitation. Such insurance must be maintained throughout the term of the loan and shall carry an endorsement to the Grantee.
10. Loan Subordination. I agree that the property is not available as a source of collateral for future loans when such loans require subordination of the Grantee's loan. The Grantee may subordinate its loan if, in its judgment, it is in the best interests of both the Grantee and the Owner and approved in writing.
11. Loan Repayment. I agree to execute a Promissory Note, Declining Payment Agreement and Mortgage. The specific terms governing the loan are contained in the Promissory Note, Declining Payment Agreement and the Truth-in-Lending Statement.
12. Right to Financial Privacy. The Federal Financial Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the Grantee must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Department of Development (ODOD) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a monitoring visit) without the prior written consent of the client. Financial records involving my transaction will be available to ODOD and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to Release Information.

Owner

Date

Owner

Date

Phyllis Dunlap, Program Administrator
Medina County

Date

TERMS AND CONDITIONS FOR OWNERS ACCEPTING HOME REPAIR ASSISTANCE

These are the terms and conditions which you as Owner(s) must agree to in order to receive home repair assistance.

As Applicant, I (we) agree to:

1. Inspection. I will allow inspection of the property by Medina County staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are providing estimates on the proposed rehabilitation work.

Inspections will be made before, during and after completion of the rehabilitation work. All inspections will be made by appointment arranged in advance.
2. Competitive Estimates. I will permit the Medina County staff to seek competitive estimates from qualified contractors for all the home work to be performed. Estimates will be requested according to the procedures established by Medina County staff and in accordance with federal, state and local laws.
3. Conflict of Interest. I will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for rehabilitation assistance. I will not allow any member of the United States Congress or State government, elected official of the Grantee or a Medina County employee who exercises any functions or responsibilities in connection with the administration of this Housing Rehabilitation Program to have any interest in or benefit from a rehabilitation loan or grant financed under my Agreement.
6. Non-Discrimination. I will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
7. Right to Financial Privacy. The Federal Financial Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the Grantee must inform the rehabilitation client that no financial information will be disclosed or released to another government agency (except the Ohio Department of Development (ODOD) and the U.S. Department of Housing and Urban Development (HUD) which may review the file on a monitoring visit) without the prior written consent of the client. Financial records involving my transaction will be available to ODOD and HUD without further notice or authorization, but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the rehabilitation program must contain a signed Authorization to Release Information.

Owner

Date

Owner

Date

Phyllis Dunlap, Program Administrator
Medina County

Date

FAIR HOUSING INFORMATION

This will acknowledge that I received fair housing information with my application.

Owner

Date

Owner

Date

PLEASE DIRECT ALL FAIR HOUSING QUESTIONS TO PATRICE THEKEN, PLANNING DIRECTOR,
MEDINA COUNTY AT (330) 330-722-9219.

Community Housing Improvement Program Dispute Resolution and Conflict Management Policy

Introduction

To protect the interest of the parties involved with the CHIP, the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP) established the *Community Housing Improvement Program (CHIP) Dispute Resolution and Conflict Management Policy*.

The policy outlines the responsibilities of the CHIP grantee, CHIP administrator, CHIP homeowners/applicants, contractors responsible for completing CHIP-funded projects, CHIP mediator and CHIP arbitrator.

Grantee Responsibilities

The grantee is responsible for:

1. Distributing the CHIP Dispute Resolution and Conflict Management Policy to CHIP administrators for distribution to homeowners/applicants, contractors, mediators, and arbitrators;
2. Ensuring the program administrator responds to a homeowner's/applicant's initial written dispute, in writing, within 15 working days of the date a written dispute is submitted by a homeowner/applicant;
3. Helping to resolve disputes prior to the submission of the dispute to mediation or arbitration;
4. Ensuring the program administrator contacts a mediator or arbitrator if a homeowner/applicant submits a written statement that the administrator's response is not accepted; and
5. Developing an alternative written method for communicating with an applicant if the applicant has a disability (e.g., physical, visual, hearing, speech and/or cognitive disability), is functionally illiterate, or has limited English proficiency and requests an accommodation and providing a copy of the written alternative method for communicating with a homeowner/applicant who is disabled to the administrator. For guidance regarding communicating with people with disabilities, visit <http://www.adata.org/adaportal/fact3.pdf>. The cost of providing an accommodation to persons with a disability is the responsibility of the grantee.

Administrator Responsibilities

The administrator is responsible for:

1. Informing the homeowner/applicant of the dispute resolution policy at the time of application submission;
2. Attempting to identify homeowners/applicants who are disabled and working with those persons to ensure a complete understanding of the *CHIP Dispute Resolution and Conflict Manager Policy*;

NOTE:

- a. Each step of the procedure must be explained verbally to the homeowner/applicant.
- b. Signatures of the homeowner(s)/applicant(s) on the *CHIP Dispute Resolution and Conflict Manager Policy* must be acquired to acknowledge acceptance and understanding.
- c. If the homeowner's/applicant's project is accepted to receive assistance, a clause shall be incorporated in the contract referring to the *CHIP Dispute Resolution and Conflict Manager Policy*.
3. Providing a letter explaining the criteria that was used to determine that a homeowner's/applicant's project was deemed ineligible (i.e., income or rehabilitation exceeds limitation, ownership concerns, etc.), if such a decision was made;
4. Immediately attempting to resolve issues that may arise to prevent submission of a written dispute;
5. Responding, in writing, within 15 working days of the submission date of a written dispute by a homeowner/applicant. If the dispute is a result of the homeowner/applicant being denied assistance, the response must include a reference to the policy which deemed the project ineligible;

6. Deciding if a dispute will be submitted to mediation or arbitration*, if, within 15 working days, the homeowner/applicant replies to the administrator's statement, indicating the administrator's response is not acceptable;
 7. Informing the grantee of any dispute the program administrator fails to resolve and the next step to resolution;
 8. Helping to resolve disputes prior to submitting a dispute to mediation or arbitration; and
 9. Identifying a mediator and submitting a dispute to mediation with the assistance of the Ohio Commission on Dispute Resolution and Conflict Management or identifying an arbitrator and submitting a dispute to arbitration with the American Arbitration Association (AAA), if necessary.
- * If an administrator is unsuccessful in resolving a homeowner's/applicant's written dispute, the administrator may: submit the dispute directly to an arbitrator (see arbitrator contact information below); or submit the dispute to a mediator (see mediator contact information below). Note: Any dispute not resolve through mediation must be submitted to an arbitrator.

Homeowner/Applicant Responsibilities

The homeowner/applicant is responsible for:

1. Indicating, if applicable, a disability to the administrator (e.g., physical, visual, hearing, speech and/or cognitive disability), and requesting special assistance to fully comprehend the *CHIP Dispute Resolution and Conflict Manager Policy*;
2. Understanding the program policies, which the administrator must follow regarding applicant and project eligibility;
3. Acknowledging receipt, acceptance and understanding of the *CHIP Dispute Resolution and Conflict Manager Policy* by executing a copy of the policy when submitting an application;
4. Reviewing any decisions made by the administrator and sent to the homeowner/applicant regarding the project's eligibility, and, if appropriate, submitting a written appeal to the administrator, within 15 working days of the decision date;
Note: For projects deemed ineligible, after an appeal is submitted and the decision is re-reviewed, the dispute resolution process will cease at this point and no mediation or arbitration rights will exist.
5. Communicating with the contractor directly and immediately when a discrepancy occurs;
Note: If the applicant is not satisfied with the workmanship, an attempt at a resolution must be made before the work progresses.
6. Communicating with the administrator immediately when the discrepancy is not resolved between the contractor and the homeowner/applicant;
7. Submitting a written dispute to the administrator, on the *Dispute Resolution Form* provided, when the discrepancy is not resolved after the contractor and the administrator have been contacted;
8. Providing a good faith effort in working with the contractor and administrator to resolve the dispute and prevent mediation or arbitration submission;
9. Providing a statement, in writing to the administrator, either accepting or not accepting the administrator's written response within 15 working days of the administrator's response date; and
10. Understanding the signature and date on the certification of completion verifies satisfaction of the contractor's workmanship and validates final payment.
Note: No complaints, regarding workmanship, will be accepted after that date except for failed items covered under the warranties, which should be handled by contacting the contractor directly, in writing, detailing all warranty items that need addressed, within 12 months of work completion. The grantee and program administrator have no obligation to assist with warranty work issues.

Contractor Responsibilities

The contractor is responsible for:

1. Acknowledging the receipt of the *CHIP Dispute Resolution and Conflict Manager Policy* and acknowledging acceptance and understanding of the policy by signing the policy upon contract execution;
2. Providing a good faith effort to resolve any issues that may arise during the project;
3. Communicating with the homeowner/applicant directly, when a discrepancy occurs;
4. Communicating with the administrator, if a discrepancy is not resolved between the homeowner/applicant and the contractor;
5. Submitting a written dispute, on the *Dispute Resolution Form* to the administrator, if the discrepancy is not resolved after the applicant and the administrator have been contacted; and
6. Providing a statement, in writing, either accepting or not accepting the administrator's response to the submitted *Dispute Resolution Form* within 15 working days of the administrator's response date.

Mediator Responsibilities

If the dispute cannot be resolved through negotiations with all parties and the administrator chooses, the dispute may be submitted to mediation. The mediator is responsible for assisting the parties, impartially, in reaching an agreement on the disputed matter within 30 days of receiving the dispute.

The administrator must use the assistance of the Ohio Commission on Dispute Resolution and Conflict Management to identify a mediator. The Commission is located at 77 South High Street, 24th Floor, Columbus, Ohio, 43215-6108, and can be contacted by telephone at (614) 752-9598, by fax at (614) 752-9682 and by e-mail at website@cdr.state.oh.us. For more information regarding the Commission, visit <http://www.disputeresolution.ohio.gov/>.

Arbitrator Responsibilities

If the dispute cannot be resolved through negotiations with all parties or through the optional mediation process, the dispute **must** be submitted to arbitration. The arbitrator is responsible for providing a resolution to the dispute submitted by the applicant within 60 days of receiving the dispute.

Arbitration must be conducted by the American Arbitration Association (AAA). AAA is located at 250 East Fifth Street, Suite 330, Cincinnati, Ohio 45202-4173 and can be contacted by telephone at (513) 241-8434 or by fax at (513) 241-8437. For more information regarding AAA, visit <http://www.adr.org/>.

The arbitrator's decision is final and binding. No dispute or argument will be considered after this process is complete.

We hereby acknowledge receipt of this copy the *Community Housing Improvement Program (CHIP) Dispute Resolution and Conflict Management Policy*. We understand and accept the outlined process for any and all disputes that may result from our involvement with the CHIP.

Homeowner Signature Date

Homeowner Signature Date

Contractor Signature (required at contract execution only) Date

HOW & WHERE TO FILE

If you feel that you were discriminated against while trying to buy or rent, you can file a complaint or get assistance from any of the agencies listed.

When filing a complaint, you will need to provide the following information:

- your name, address, and telephone number;
- the name address and telephone number of the person or firm being charged with housing discrimination;
- the date when the alleged act occurred;
- state the basis for discrimination (race, color, creed, sex, marital status, religion, national origin, or handicap);
- state clearly all details which caused you to file the complaint;
- the full name and exact position or title of all individuals mentioned;
- the name, address, and telephone number of any witness able to support your charge.

WHAT HAPPENS AFTER YOU FILE?

The first step is an investigation of your complaint. If there appears to be a basis for action, an attempt will be made to conciliate the complaint. This means it may be possible to negotiate an agreement acceptable to both parties.

If conciliation is not possible, further legal action may be necessary to remedy the discriminatory conduct.

Regardless of the action taken, however, you have the right to file a complaint with the Ohio Civil Rights Commission and with the U. S. Dept. of Housing & Urban Development.

If You Need Assistance, Please Contact:

Medina County Fair Housing Office

124 W. Washington St., Suite B-4
Medina, Ohio 44256
330-722-9219 or
330-225-7100, ext. 9219
330-336-6657, ext. 9219
TTD/TTY: 330-725-9123

Ohio Civil Rights Commission

AKRON REGIONAL OFFICE

Akron Government Center
161 S. High St., Suite 205
Akron, OH
330-643-3100

HUD - Fair Housing and Equal Opportunity (FHEO)

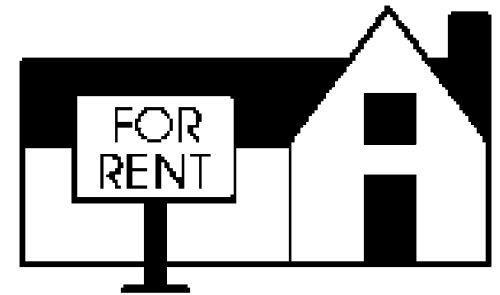
626 West Jackson Boulevard
Chicago, IL 60606-5760
1-800-669-9777 - Complaint Hotline

You do not need an attorney to file a housing discrimination complaint. However, if you wish legal advice and are eligible, the telephone number of Medina Community Legal Aide is: 330-723-5380



Funding for this pamphlet came from a Community Development Block Grant for Fair Housing

FAIR HOUSING AND YOU!



Sponsored by:
Medina County Fair Housing
124 W. Washington St., Suite B-4
Medina, OH 44256



EQUAL HOUSING
OPPORTUNITY

TYPES OF DISCRIMINATION

There are both state and federal laws which prohibit housing discrimination. In fact, it is not only illegal to discriminate against someone because of his or her race, but also because of a person's color, creed, sex, religious belief, marital status, national origin, handicap or family status.

Some of these terms are easily understood, but others may be confusing. Simply put:

- **Race** refers to a major ethnic group;
- **Color** means a person's complexion or skin tone;
- **Creed** includes any statement of principles, opinions, or beliefs;
- **Sex** refers to either the male or female gender;
- **Religious belief** is someone's spiritual attitude;
- **Marital status** includes single, married, or divorced;
- **National origin** refers to a person's ancestry;
- **Handicap** means a physical or mental disability;
- **Family status** means families or heads of households with children; it may also cover elderly housing.

Laws prohibiting discrimination affect everyone who may be involved with the sale or rental of housing.

This includes not only the real estate agent and landlord but also the seller and lending institution.

Secondly, discrimination is prohibited not only in the public and private sale or rental of housing units but also in the offering of vacant land for residential construction.

AREAS OF DISCRIMINATION

The Civil Rights Act of 1866, the National Fair Housing Act of 1968, Jones v. Alfred H. Mayer Company (*U.S. Supreme Court, 1968*), and Chapter 4112 of the Ohio Revised Code address the following areas of discrimination:

- Refusing to sell, rent or lease;
- Altering the terms or conditions for buying or renting;
- Denying that housing is available for inspection, sale, or rent when it is available;
- Denying or altering terms and conditions for home loans by commercial lenders;
- Steering, mortgage and insurance red lining.



RECENT AMENDMENTS TO THE FAIR HOUSING ACT

Changes made to the federal Fair Housing law or Title VIII of the Civil Rights Act of 1988 were enacted in September of 1988 and became effective on March 12, 1989.

Title VIII has prohibited discrimination in the sale, rental, and financing of a dwelling based on color, religion, sex, or national origin. The Fair Housing Amendments Act of 1988 expands the coverage of Title VIII to prohibit discriminatory housing practices based on handicap and familial status. The Act also establishes an administrative and judicial enforcement mechanism for cases where discriminatory housing practices cannot be resolved informally, and provides for monetary penalties in cases where housing discrimination is found.

SUBTLE DISCRIMINATION

If you were looking for an apartment and were told "we don't want your kind in this neighborhood", you might rightfully feel that you had been discriminated against.

However, subtle discrimination may also exist and is more difficult to recognize. **For example:**

- You can inquire about an apartment advertised in the newspaper and are told that it is still available. However, when you immediately go to see the apartment, you are told it has been rented.
- You are told by the manager of an apartment complex that there are no units available for families with children and that there is a long waiting list. However, you happen to notice a few days later that there is an apartment advertised for rent in that same complex.
- While showing you a home, the real estate agent spends a great deal of the time emphasizing the problems and limitations of the residence.

All of these may be a subtle form of discrimination, and you may have the basis for filing a complaint.

