

#### **RENTAL HOUSING GUIDE**

Local Fair Housing Resource Agencies	1
Where and How to Look for a Unit	2
Utilities	3
Meeting the Landlord	4
Security Deposits	4
Property Inspections	4
Signing the Lease	5
Early Termination of a Lease	5
Repairs: Who is Responsible?	6
Substandard Housing	7
Eviction	8
Fair Housing Law	9
Lead Paint	11
Smoke Alarms and Fire Safety	11
Renters Insurance	12
Section 8 and Public Housing	12
Homeownership Agencies	13
Rental History and Credit Reports	13
Appendix	14
Frequently Called Numbers and Web Site Information	
Sample Rental Housing Checklist	17
Sample Application for Housing Lease	
Sample Inspection of Rental Unit (walk through form)	
Sample Substandard Housing Complaint Form	
PARITABLE PARITAL ASSISTABLE AND PARITUDO BILLAR PARITALIS. CALALI HINGEL	

#### Disclaimer

The work that provided the basis for this publication was supported by funding under a Cooperative Agreement with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.

# LOCAL FAIR HOUSING RESOURCE AGENCIES

#### Access to Justice Foundation (859) 255-9913

The Access to Justice Foundation (AJF) is a poverty law resource center dedicated to providing opportunity for quality civil legal assistance for low income Kentuckians. This is accomplished by working with Kentucky's Legal Services Programs, in-house programs and community education. The AJF strongly believes that there is a need for equal access to the civil justice system for everyone.

#### Legal Aid of the Bluegrass (859) 233-4556

Legal Aid of the Bluegrass (LAB) utilizes staff attorneys, paralegals, and volunteer lawyer

services to offer free legal assistance to low-income residents in Anderson, Bourbon, Boyle, Fayette, Franklin Harrison and Jessamine counties. Areas of priority are public benefits, housing, family, employment discrimination consumer health care, special needs of the elderly, and tort defense.

#### Lexington Fair Housing Council (859) 971-8067

The mission of the Lexington Fair Housing (LFHC) is to eliminate housing discrimination and ensure equal opportunity in housing for all people. In furthering this goal, LFHC engages in activities designed to encourage fair housing practices through educational efforts; assists persons who believe they have been victims of housing discrimination; identifies barriers to fair housing in order to counteract and eliminate discriminatory housing practices; works with elected and government representatives to protect and improve fair housing laws; takes all appropriate action to ensure that the fair housing laws are properly and fairly enforces in Kentucky; and works to increase the number of minority representatives in the housing industry.

# LFUCG Community & Resident Services (859) 300-5300

The mission of Community & Resident Services is to provide short-term financial assistance for payment of rent and/or utilities to prevent eviction or utility cut-off for persons 18 and older who reside in Fayette County. Other services are: assessment of needs, short-term counseling and referrals to other agencies Case management services are provided to adults and their families who have the potential of becoming victims of abuse, neglect or exploitation. Services include: information and referral, home visits. transportation, advocacy, assistance in making application for a variety of social service programs.

# LFUC Human Rights Commission (859) 252-4931

It is the purpose of the LFUC Human Rights Commission to safeguard all individuals within Lexington-Fayette County from discrimination because of race, color, religion, national origin, sex, age, disability familial status and sexual

orientation/gender identity in connection with employment, housing and public accommodations. The Commission is committed to furthering fair housing in Lexington/Fayette County and serves as a supporter of affordable and fair housing for all. The Commission is involved in many collaborative efforts with various local organizations that support fair housing.

# UK College of Law Legal Clinic (859) 257-4692

Third year law students advise, counsel, and represent clients on a variety of civil legal matters. Under the Kentucky Supreme Court's limited practical rule, and with the supervision of the clinical director, third year law students can represent clients before state agencies and in state court proceedings. Students can also interview clients, draft legal documents, file pleadings, and conduct discovery.

#### WHERE AND HOW TO LOOK FOR A UNIT

#### > Starting the Search.

**Think about what you need.** Is it close to where you work and shop? Is it on a bus line?

Is it Affordable? (see the next section for information on how to decide if it is affordable)

Never rent a unit without looking at it first.

Really check it out. What condition is it in? How much are utilities? How is it heated?

Think before you sign the lease. Does the place fit most of your needs or will you be frustrated in a few months and want to move? Think about your landlord. Is your landlord going to live next door? Do all of their relatives live on the same street? Is your landlord in Florida and only in town twice a year? Have they been in business for 20 years or did they just start? None of these are good or bad, just make sure you know what you are getting into and decide if you can deal with that arrangement before you sign that lease.

#### > Where to look.

There are many resources that you can turn to for lists of available rental units.

- The Greater Lexington Apartment Association phone number is (859) 278-6540 or click on the web site www.greaterlaa.com.
- The Apartment Finder magazine can be found in several locations throughout Lexington, Georgetown and Richmond and on the web site <a href="https://www.ApartmentFinder.com">www.ApartmentFinder.com</a>.
- The Lexington-Fayette Urban County Housing Authority (LHA) distributes an Accessible Accommodations Guide listing affordable and accessible rental units. Contact LHA by phone at (859) 281-5065.
- Community and Resident Services helps Lexington residents with immediate financial needs related to safe housing and other human services. This temporary assistance provides families with the financial resources to remain housed and keep their utilities services active. Phone: (859) 300-5300
- Other websites:
  - www.zillow.com
  - www.apartments.com
  - www.rent.com

- www.trulia.com
- www.Lexington.craigslist.org/search/apa
- www.Facebook.com/Marketplace

#### **▶** What is Affordable?

The U.S. Department of Housing and Urban Development (HUD) defines affordability as:

A household should not spend more than 30% of its monthly income on their rent and utilities combined. Because of the rising housing costs, 30% of a household's monthly income may not be enough. Generally, it is okay to spend up to 40% of income on rent and utilities. However, a household spending more than 50% of its income on total housing costs is in a crisis of having to choose between paying rent and paying any other sudden expense that may have come up.

#### To figure out what is affordable for you:

Multiply your monthly income by .30 or divide it by 3. This is an estimate for your total housing cost (rent and utilities). You may be thinking: "I know the cost of the new place, but there's no way to know how much the utilities will be."

There are a couple of ways to find out:

- 1. Ask a past tenant or the landlord, they may be able to give you an estimate and help you to know what you are getting into.
- 2. Contact the utilities company (especially for the heating source) and give them the address of the unit, and they can give you the average cost that the past tenants paid.

#### Where and How to look for a Roommate.

In order to be able to afford an apartment you might have to get a roommate. Ask family, friends, co-workers and other acquaintances for referrals. There are advertisements in the paper for people who are looking to share a place. Bulletin boards around town often have those kinds of notices as well. There are also websites to check: <a href="www.roommate.com">www.roommate.com</a> or <a href="www.roommate.com">www.roommatelocator.com</a>

While this is a good idea that can stretch your dollars, don't enter into it lightly. It is important that you ask questions and put all agreements in writing. Below are just some of the things you should consider.

- Is this arrangement okay with the landlord? How does s/he deal with problems? You don't want to move in and find out that the landlord wasn't aware and wants you or the roommate to move out. In addition, you need to understand how the landlord will deal with roommates if one doesn't pay rent, breaks something, etc.
- Before you sign the papers make sure the roommates are clear about expectations that they have of each other. Talk about potential problems before they happen: sharing space, cleaning plans, noise, long distance calls, visitors, the refrigerator, etc. Put these understandings in writing.

Set up some formal way to meet with each other to check in and make sure there are no problems.

#### UTILITIES

Sometimes utilities are included in the rent, but in most cases you will have to pay for installation costs as well as monthly utilities bills. Some landlords may require you to transfer utilities before move-in.

#### **Electricity**

#### **Kentucky Utilities**

1 Quality Street, Lexington, KY 40507 1-800-981-0600 (KU) or 1-800-331-7370 (LG&E)

7 a.m. to 7 p.m. Monday through Friday
New customers may apply in person, by calling
the toll-free number above or online at https://lgeku.com. Information needed: social security
number, new address, old address, contact phone
number and employer. Deposit usually not
required for homeowners. Apply at least three
working days before service needed.

#### **Blue Grass Energy**

1201 Lexington Road, PO Box 990, Nicholasville, KY 40340-0990 1-888-546-4243

7 a.m. to 4:30 p.m. Monday through Friday New customers may telephone the office 24 hours or one (1) working day in advance for service to be turned on apply online at https://bgenergy.com. For traditional accounts, a contract will be mailed, which must be completed and returned within 10 days of connection date. A \$25.00 membership fee is charged. Deposit may be required: \$225.00 Deposit may be waived with good credit that can be checked online.

-OR-

Prepay account gives members an opportunity to purchase electricity before they use it. You will not receive a bill, and you must be able to receive electronic communications from Blue Grass Energy. You can enroll in prepay by placing a minimum of \$100 in your prepay account. No deposit is required. Text or e-mail alerts are sent when your account balance reaches a minimum balance of \$25. You will continue to receive alerts until the balance becomes greater than \$25. Several small payments can be made throughout the month rather than having a larger payment due on a certain date.

#### Water

#### **Kentucky-American Water**

2300 Richmond Road, Lexington, KY 40502 1-800-678-6301

8:00 a.m. to 4:30 p.m. Monday through Friday Call 24 hours in advance to request service or go online at www.amwater.com. A deposit may be required until you have established a satisfactory credit history. New customer set up fee of \$28.

#### **Natural Gas**

#### **Columbia Gas of Kentucky**

2001 Mercer Road, Lexington, KY 40511 1-800-432-9345

8 a.m. to 5 p.m. Monday through Friday Call to request service. 8:00 a.m. to 4:30 p.m. or apply online at www.columbiagasky.com. A security deposit may be required.

#### Cable Television/Telephone/Internet

#### **Spectrum**

2450 Nicholasville Road, Lexington, KY 40503 1-8855-971-8277, 9 a.m. to 7 p.m. Monday through Saturday.

Telephone the office to request service. Previous owners must have called to have service disconnected before new service can be installed. No deposit is required (transfer fee may apply for local moves).

#### Windstream

151 Martin Luther King Blvd. Lexington KY 40507

Call 1-855-954-2293 to request service or go online at www.windstream.com. Information needed: social security number, credit verification or a driver's license and address.

#### MEETING THE LANDLORD

#### First impressions really count!

The more organized you are, the greater the chance that you will impress the landlord and get the place you want.

**Dress to impress.** Wear clothes that you would wear to an interview.

**Tidy the car.** Landlords admit to peeking into a perspective tenants car to check condition.

**Be prepared.** Have all the information that a landlord may ask for: names, current address, social security numbers, bank account numbers, credit reports, reference letters, and references names and phone numbers. This gives you an edge on the next person who may be applying.

**Ask questions.** Do not be afraid to ask questions! In fact, it is a good idea to bring a list of questions that you want to ask the landlord.

**Impress.** Before you leave the first meeting with the landlord, make sure they know what a great person you are and what a great tenant you would be.

#### **SECURITY DEPOSIT**

At the same time you sign your lease, you will be expected to pay a security deposit. This is a one-time fee you pay the landlord as insurance that you will live up to your end of the lease. The landlord is required by law to put this money in an escrow account (separate from his/her other money). The landlord must tell you the location of the account.

#### How much is too much?

The law limits the amount a landlord can charge for a security deposit according to the length of the lease. These limits apply even if the lease is oral and not written. Week to week lease - No more than 2 weeks rent Month to month lease - No more than 1 months rent Any longer lease - No more than 2 months rent

#### You will lose a deposit if you;

- Owe back rent.
- Damage the property **beyond normal** wear & tear (page 7).
- Did not clean the apartment well before moving.
- Break your lease, causing the landlord to lose money.
- Are court evicted, and the landlord has court and/or moving/storage costs (of your possessions) to pay.

#### How to get your deposit back.

- Request the deposit from the landlord verbally and in writing; keep a copy for your records.
- Law requires the landlord to give you a list of the things that s/he used the deposit for, and to return the unused portion within 30 days after you move.
- If you disagree on the amount returned, you can file in small claims court. If the landlord can't find you at your new address, s/he must hold the deposit for six months.

#### PROPERTY INSPECTIONS

Property inspection is also called the "walkthrough." This inspection allows you to document the condition of the rental before you move in. Using the form on pages 18 and 19, walk through the rental with the landlord. Check each room thoroughly for damage. If the landlord is unavailable, do this on your own or with a friend as a witness.

Before you sign the lease, share the property inspection form with the landlord. This documents the repairs the landlord may need to make or simply establishes the problems that existed *before* you moved in. This will help you when you ask for your security deposit. Both you and your landlord should sign the document and keep a copy. Using this form protects the landlord as well. Because this documentation can help prove that some damages were not there before

you moved in and can be taken from your security deposit.

#### SIGNING THE LEASE

Before you move in, you will need to sign a lease, which is an agreement between you and your landlord about the terms of your stay in the apartment. IT IS VERY IMPORTANT TO HAVE A WRITTEN LEASE, ALTHOUGH IT IS NOT REQUIRED. Keep a signed copy for your records. Make sure you read and understand the lease. If you do not understand something, ask questions. Remember: when you sign a lease, you are agreeing to play by the rules set out in it. Unless the lease is illegal, you will be held to it and can be evicted if you break any part.

#### At the very minimum, the lease should include:

- Time frame that it covers.
- The dollar amount of rent due each month.
- Late charges, if any.
- Payment due date.
- Guest policy.
- To whom/where rent is to be paid.
- How utilities are divided, if on a shared meter.

#### Some unenforceable lease terms:

- If it states that by signing the lease you give up any rights held under the law.
- If it limits the landlord's duty to keep the rental unit in good repair.
- If it limits the tenant's right to sue the landlord.

#### **Types of Leases**

**Periodic Tenancy**: Month to month, week to week. At the end of the term the landlord can decide if s/he wants to raise the rent. Under Kentucky Law, notice to move under a month to month lease requires 30 days advanced written notice, and a week to week lease requires 7 days advanced written notice.

Fixed Term Tenancy: Typically, 6 months to 1 year. You will still pay by the month, but you

agree to stay for the full term of the lease. The landlord can not ask you to move unless you violate the agreement. Your rent can not be raised during this time period (unless the lease says differently). If you break the lease, you may be held responsible for the rest of the rent (you may be able to sub-lease, but you must check with the landlord first). Notice to move in a year – year lease is 30 days.

*Oral Agreements*: In most cases, promises made by the landlord are hard to enforce if they are not in the written lease, or in an attachment to it. If repairs need to be made before you move in, make sure that they are attached to the lease.

Prevent misunderstandings! Put agreements in writing!

#### EARLY TERMINATION OF A LEASE

Since a lease protects both tenant and landlord it is important to **do your best to honor it.** Hopefully you have signed the lease for exactly the right amount of time. But if you did not, **check your lease.** It may tell you what to do next.

A landlord's main concerns are usually about losing money and the hassle of finding a new tenant (especially if you just moved in). Your landlord may be willing to simply cancel the lease. But if that is not the case, there are things that you can do that could help the situation go more smoothly.

You can help your landlord find a new tenant. This is work but may give you less headaches later on. Landlords are usually willing to accept someone a good tenant has found for them. But they may still do a background check.

In the end you are responsible for paying any rent that the landlord loses due to a lag between your leaving and someone else moving in. The landlord has a duty to take prompt steps to re-rent the apartment.

This can be a very stressful time for both you and your landlord. Since your rental history follows wherever you go, it is important to work well with your landlord during this process. Remember that

there is a difference between being assertive and being disrespectful.

# REPAIRS: WHO IS RESPONSIBLE?

This topic can often cause both landlords and tenants the most confusion. At times either side will see the situation as the other person's problem. Also, if the tenant does not make early repair requests, or if the landlord ignores these requests, the problem grows and affects the safety of the tenant and the value of the home; causing even more problems between tenant and landlord.

#### **Landlord Responsibilities**

- Make repairs, and do whatever is necessary, to keep the property in a livable condition.
- Provide working smoke detectors in all rental units. Repair/replace broken smoke detectors. Install new batteries at the start of each new lease.
- Comply with building/housing codes. Keep in good/safe working order all appliances/facilities that come with the unit; electricity, plumbing, heat, etc.

#### "Normal Wear and Tear"

It is important for everyone to understand the definition of "normal wear and tear." This is especially important to tenants leaving a unit, as it can affect the return of their deposit. It is also helpful as you make requests for repairs.

All units will undergo some wear and tear. Someone in a unit for only 6 months will have less wear and tear than someone in a unit for 5 years. The following are some examples:

WEAR AND TEAR	DAMAGES
Worn carpet	Pet damaged or ripped
	carpet
Accidental marks on	Many crayon marks on
walls	walls
Stained porcelain	Broken or dirty fixtures
fixtures	
Small nail holes in	Large holes requiring
walls	patching/painting

#### **Tenant Responsibilities**

- Keep the unit clean, dispose of garbage, do not damage the property or allow a guest to do so.
- Fix things you break or damage. This does not include "normal wear and tear."
- Use the facilities (electrical, plumbing, heating, etc.) as they are designed. Misuse may cause damage.
- Notify landlord if smoke detector is broken. You must replace batteries during your lease period. DO NOT DISCONNECT THE ALARM!
- When moving, leave your apartment in good clean condition. Check with landlord for what s/he expects.

#### Making requests for repairs

- Expect the best from the landlord. Call and let the landlord know about the problem. Try to call during business hours, unless there is an emergency, or you have left messages and received no response.
- Follow this call with a dated letter that confirms all that was discussed in the conversation; the problem, how long it has occurred, and how it has affected you or the property. Include any agreements that the landlord may have made during the conversation about dealing with it. You might consider delivering this letter in person or send certified mail (return receipt requested) so that you know for certain that the landlord got it.
- **Keep copies of all letters sent**, and a record of the number of times you spoke on the phone or left messages. Also make notes during any conversation.
- If agreements are made about the way that the situation will be resolved, send the landlord a letter that summarizes the points of the agreement. Invite the landlord to correct any points that may have been misunderstood. Keep a copy for yourself.
- Some landlords will accept repair requests via text and/or will utilize an online portal.

#### If your landlord does not respond:

**Do NOT withhold your rent.** This will only open you up to a possible eviction due to non-payment of rent. State law does allow tenants to pay for small repairs and deduct the amount spent from the rent, ONLY if the landlord has not acted on the problem in a reasonable amount of time and it is a repair that is about health or safety. Contact a lawyer for details.

Make a complaint to the building/housing code enforcement agencies that are listed in this guide. Before you make a complaint, consider the following:

Your case is stronger when you have records of your communication with the landlord.

It is illegal for a landlord to evict a tenant in retaliation for making a complaint, or after asking for repairs. However, some may still try. You can be evicted if you are behind on your rent or have broken the terms of your lease.

- If your unit can be repaired with you in it, you do not have to move.
- If you do not have a lease, or your lease is almost up for review, consider talking to a housing clinic counselor to think through some of the details.
- If you have concerns about any of these things, you may need to contact a lawyer. Check the yellow pages. If you cannot afford a lawyer, call Legal Aid at (859) 233-4556 or the University of Kentucky Legal Clinic at (859) 257-4692. A lawyer can work with you to discuss your options and can represent you if action must be taken against the landlord. Good record keeping helps your case.

#### **SUBSTANDARD HOUSING**

Landlords are responsible for keeping their rental housing up to the codes that our local urban county council has set. Your landlord cannot evict you or increase your rent based on a complaint or request for repairs. **However, there**  are several things that you should keep in mind:

**Do not withhold your rent payments** to force the landlord into making repairs. *Fair housing laws do not protect you when you do this.* This puts you in a vulnerable position. While the landlord can not evict you for making a complaint, they can evict you for non-payment of rent.

For the same reason, make sure you are not violating any of the terms of your lease. Read your lease thoroughly and make sure you understand your responsibilities.

These codes exist to protect your health and safety. Do not use these codes as a way to harass your landlord. If there are real violations the landlord will be held responsible, but inspectors are not going to make up charges where none exist.

#### In Lexington/Fayette County:

The Lexington-Fayette Urban County Government Division of Code Enforcement is the governmental unit that deals with properties and property owners on a day-today basis to ensure that minimum maintenance and repair standards for all existing structures throughout the community are met.

Division activities are organized into two programs:

Comprehensive Inspections: Structures in neighborhoods throughout the community are surveyed by the staff to determine the need for maintenance and repair.

Complaint Inspections: Complaints originating from tenants, neighbors and/or other concerned parties are received by division staff who inspect the properties and note violations. A Notice is sent informing property owners of the required repairs and time limitations for those repairs. Properties are reinspected for compliance with the Notice at designated times during this process. If the owner does not cooperate in making the required repairs to a property,

Lexington's Code of Ordinances provides avenues for civil penalties and/or court prosecution.

(The following information was obtained from the Division of Code Enforcement):

If you feel your rental unit is in substandard condition, call Code Enforcement at (859) 425-2255 or 311 if you're calling from the Lexington area or online at https://lexingtonky.gov/departments/code-enforcement to request an inspection. They will require the following information:

- Anonymous complaints are accepted if concerning the exterior of buildings or common areas (e.g. apartment building hallways).
- If you are complaining about the interior of a rental unit, you must provide your name and address for the inspection.
- You also need to provide the landlord's name and address.

The resource agencies can help you file a request for a code inspection or work on relocating. (See the list of agencies on page 1.)

#### **EVICTION**

You can be evicted for not paying rent or for violating the terms of your lease (see page 5 for more on leases). The following information is from "Uniform Residential Landlord and Tenant Act, Ordinance No. 98-84."

# Can the Landlord legally evict a tenant without a court hearing?

No. The landlord cannot lock out the tenant, remove property, or cut off the tenant's water, gas, or electricity, without first going through the court eviction procedure and getting a legal order. The tenant cannot legally be forced out unless a court officer comes to the rental unit.

# Should the tenant go to court when the landlord tries to evict the tenant?

Yes! Some landlords will not give the required legal notice or will not give it in the proper manner. The landlord should not be entitled to an

eviction judgement under these circumstances, but the tenant must be in court to tell the judge that the tenant did not receive proper notice.

Note: Many tenants do not show up in court to demand their legal rights and can be evicted seven days after the trial date. GET A LAWYER and appear in court on the trial date – otherwise you are almost sure to be evicted.

#### What is the required notice for eviction?

The landlord must give a:

Seven (7) day written notice of the intention to evict for non-payment of rent.

-OR-

Fourteen (14) day written notice of the intention to evict for other non-compliance with the lease.

For non-compliance, the tenant has the right to pay for damages or correct the non-compliance. If the tenant fails to remedy or correct the problem or repeats the non-compliance within six months, the landlord can proceed to evict anyway.

To be effective, the notice to evict must be served by certified mail or hand-delivery by the landlord to an adult member of the household unless the landlord can prove that the tenant received it otherwise.

# Can the tenant pay the rent after the notice and avoid being evicted?

Yes. The landlord must send the tenant a letter saying that the lease will end if the rent is not paid within seven days. This notice can lead to eviction, but the landlord must accept the rent if it is offered in full within the seven days.

# Can the landlord keep the tenant's belongings for rent?

No. The landlord should not take any of the tenant's belongings, such as a TV or furniture, as payment for rent (unless the tenant agrees to this in writing). The landlord can keep the tenant's belongings if the tenant leaves them behind when moving out, and if the tenant has completely abandoned the property. If the tenant comes back seeking to retrieve any property, that means that the tenant has not abandoned it.

# Can the landlord evict the tenant for any reason?

Yes, in some cases. Although the tenant may be performing all of the duties as a tenant, with proper notice the landlord may still make a tenant move:

- At the end of the term of the lease.
- After 30 days notice for month-to-month tenants.
- After seven (7) days' notice for roomers and borders.

# Does it make a difference in eviction if the landlord takes the tenant's rent after giving a termination notice?

It may depend on the cause of eviction. If the landlord accepts rent after a notice of termination was sent based on non-payment, the landlord waives the right to proceed to evict. The court would dismiss the case if the tenant appears at the hearing.

If the landlord accepts rent after sending a notice of termination based on a material violation, such as noise disturbance or damage to the property, the acceptance of rent due may not constitute a waiver and the landlord may be able to proceed to evict the tenant.

# What happens if the tenant stays in the rental unit after the tenant has been given notice and told to leave?

If the tenant does not leave, the landlord can take the tenant to court to evict the tenant from the property. The landlord can sue for up to three months rent if the tenant stays without good legal reason. If the tenant owes rent, the landlord can also sue for the amount of rent owed.

#### What is the court process for eviction?

The tenant would receive an eviction form called "Forcible Detainer Warrant," served by the constable. The tenant should carefully review the form and **see a lawyer**.

The service of this notice is different from the notice delivered by the landlord. The constable may serve it by hand-delivery or by mailing a copy and taping a second copy to the door. The trial date will be three or more days later and will be shown on the form.

If the tenant does not show up in court or is found guilty of forcible detainer at the hearing, the sheriff or constable may come to put the tenant out on the street on the eighth day after the court date.

#### **FAIR HOUSING LAW**

Fair housing law forbids discrimination in housing because of a person's race, color, religion, sex, national origin, familial status (presence of family member under the age of 18 in the household), and or disability. President Biden's Executive Order 13988, issued January 20, 2021, states that all persons should receive equal treatment under the law regardless of their gender identity or sexual orientation. (In KY, sexual orientation/gender identity are covered in Bellevue, Cold Springs, Covington, Danville, Dayton, Fort Thomas, Frankfort, Georgetown, Henderson, Highland Heights, Lexington-Fayette County, Louisville-Jefferson County, Mavsville. Midway. Morehead, Newport, Paducah, Versailles, Vicco and Woodford County). These are the provisions of the Fair Housing Law:

# It is unlawful for a real estate operator, broker or sales agent:

- To refuse to sell, rent or lease or exchange real property for discriminatory reasons.
- To refuse to receive or transmit goodfaith offers to purchase or rent.
- To deny services or facilities relating to real property transactions.
- To represent that real property is not available for inspection, sale or rental when, in fact, it is.
- To retain a sales listing with the understanding that the seller plans to discriminate.
- To discriminate in the terms or conditions of sale or rental.

#### It is unlawful:

• To coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of any housing right.

- To discriminate in granting rates, terms, conditions or services of financial assistance in real estate transactions.
- To discriminate in the making or purchasing of loans.

### It is unlawful for real estate operator or financial institution:

- To engage in the tactics and practices of panic-selling (for example, selling because minorities move into an area).
- To represent that the racial composition of a neighborhood may change or that property values may lower or to make similar false and misleading statements.
- It is unlawful for an insurance agent to discriminate in terms, conditions or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/ real estate organization to deny access or restrict membership or participation for discriminatory reasons.

# Reasonable Accommodations and Modifications:

The Fair Housing Act states that a housing provider must make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

The duty to provide reasonable accommodations arises when the housing provider knows that a tenant is disabled and may require a reasonable accommodation in order to utilize the housing. Knowledge of a disability can be acquired directly, by observation or from a third party, though usually the tenant with a disability will submit a request for an accommodation.

A list of reasonable accommodations includes:

- providing a reserved accessible parking space.
- permitting the tenant to live with a service animal or companion animal.
- allowing a live-in aide.
- providing tenancy rules in large print form.

• allowing a tenant with a new mobility disability to move to a lower floor.

Under applicable fair housing laws, housing providers must accommodate the needs of disabled applicants and tenants. A landlord or manager must reasonably adjust rules, procedures or services in order to give disabled tenants an equal opportunity to use and enjoy a dwelling unit or a common space.

Housing providers must also allow disabled tenants to make reasonable modifications to their living unit or common areas at the tenant's expense, if needed for them to live comfortably and safely in their units. Housing providers cannot ask applicants or tenants whether they have a disability, ask for details about the condition, or ask to see medical records. If a person requests a reasonable accommodation/modification, a housing provider may ask for proof that the request will address the tenant's disability needs.

Upon request, the tenant should provide a letter from a health care practitioner verifying the person has a disability and requires the accommodation/modification.

Housing that receives federal financial assistance is covered by both the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. Under regulations implementing Section 504, structural changes needed by an applicant or resident with a disability in housing receiving federal financial assistance are considered reasonable accommodations. They must be paid for by the housing provider unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program or unless the housing provider can accommodate the individual's needs through other means. Housing that receives federal financial assistance and that is provided by state or local entities may also be covered by Title II of the Americans with Disabilities Act.

#### **Occupancy Policies:**

When a housing provider limits the number of occupants in a unit, it may impact families with children more severely than families without children. Under the fair housing laws housing

providers can restrict the number of occupants in a unit and may do so under appropriate circumstances based on reasonable nondiscriminatory business factors such as the number and size of sleeping rooms.

In order to provide guidance to the housing industry and the general public the LFUC Human Rights Commission has adopted an investigative standard that presumes that an occupancy standard of two (2) persons per bedroom is reasonable with the exceptions that pregnant females and infants under one (1) year old will not count toward occupancy.

# Discrimination can be very subtle or quite obvious. If you feel that you have been discriminated against, please contact:

LFUC Human Rights Commission 342 Waller Ave., Ste. 1A, Lexington, KY 40504 Phone: (859) 252-4931 Fax: (859) 252-7057

E-mail: <u>info@lexhumanrights.org</u> Website: <u>www.lexhumanrights.org</u>

Lexington Fair Housing Council 207 E. Reynolds Rd., Ste 130, Lexington, KY 40517

Phone: (859) 971-8067 Fax: (859) 971-1652

E-mail: crosbylfhc@hotmail.com

Website: www.lexingtonfairhousing.com

#### **LEAD PAINT**

#### What is Lead Paint?

Lead-based paint was used a great deal in houses during the 1960s. It was later found to cause health problems and was finally banned from residential use in 1977. If you have a pre-1978 home, it is possible that you may have lead paint.

#### The Dangers of Lead Paint.

Children under the age of six are at the greatest risk of lead poisoning. Lead interferes with the development of their brains and nervous systems. Lead can also harm adults, especially pregnant women. Lead usually enters the system by being inhaled or by hand to mouth contact.

#### How to Protect Your Family.

If you think that your home may contain leadbased paint, there are some simple steps that you can take to protect you and your family.

- Keep your home clean and dust free.
   Using wet mops and cloths to keep
   the floors and windowsills free of
   dust can cut down on your hazard.
- Wash hands often. It is especially important for children to have clean hands before they eat.
- Repair chipping or flaking paint. But NEVER sand, scrape, or burn paint that is lead-based. This puts lead dust in the air that can be inhaled.
- Have children tested for elevated blood lead levels.

#### SMOKE ALARMS AND FIRE SAFETY

Your first line of defense in surviving a fire is a working smoke alarm. Your apartment should have a smoke alarm outside the sleeping rooms and at least one alarm on each level of your unit. You should test battery-powered alarms every week. Test electrically powered ones every month.

Report non-working smoke alarms to the building manager. If the building has common areas such as hallways, lobbies, etc., the following things are required:

- All apartment doors must have an automatic closer. This is very important because it helps to keep the hallway clear of smoke and helps slow down the spread of fire.
- The exit path must have a source of constant lighting that cannot be turned off with a switch.
- Stairway doors must remain closed unless they are held open by a device that will allow the door to close if the alarm sounds. The stairway may be your only way to the ground and the doors should always be closed to keep smoke and fire from entering the stairway and cutting off your escape.

- There should be interconnected smoke alarms in the hallways.
- Depending on the height and size of your building, sprinklers or an alarm system may be required.

Make sure that hallways and stairs are kept clear of trash and obstructions.

If your building has an elevator, **never** use it during a fire. It may stop between floors or on the fire floor itself. Always use the stairs.

Your apartment door should not have a double-keyed deadbolt on it. There should only be thumb-turn locks on apartment doors.

Every bedroom should have an operable window. There should be no more than 44" from the floor to the bottom of the window. If the window height is higher, inform the manager. A step may have to be added to reduce the height of the window. If the room does not have an operable window, it is a code violation to use it as a bedroom unless the apartment has a sprinkler system.

#### RENTERS INSURANCE

#### Why would you need Renters Insurance?

First, your landlord's insurance does not protect your personal property. It only protects the building. Second, you probably own a lot more than you think; furniture, jewelry, clothing, stereo, television, books, toys, pots and pans, dishes...

# What would it cost to replace everything in your apartment if there was a fire or other disaster?

Renters insurance pays if your personal property is damaged or stolen. It can cover fire and smoke damage, theft, vandalism, damage from windstorms and hail, damage from explosions, water damage from plumbing problems, and many other hazards. It also protects you from liability if an accident happens in your home and may pay your temporary living expenses if an emergency forces you to leave your home.

Renters insurance usually costs less than \$12 a month. Some policies cover more than others, so shop around. Make sure to ask about: contents coverage, replacement value coverage, living expense coverage, liability and theft, what is not covered, deductibles, and discounts.

# SECTION 8 AND PUBLIC HOUSING

Both are federally funded programs that exist for very low-income people. Recipients typically pay 30% of their income on their housing. Each has their own application process. Below are basic differences:

#### **Public Housing**

After a family has made an application and come to the top of the waiting list, that family will get the next open apartment.

**The attraction:** as soon as you reach the top of the waiting list you have housing.

The drawback: you do get to list your top three choices but are not guaranteed an apartment in a specific development.

#### **Section 8**

After a family reaches the top of the Section 8 waiting list they are given a voucher. This allows them to find a rental unit on the private market and still have their rent adjusted to their income.

The attraction: a family can live in a privatelyowned rental, which gives them more flexibility in choosing where they want to live.

**The drawback:** the family is responsible for finding a landlord who will accept the subsidy.

#### Where to get more information:

Lexington-Fayette Urban County Housing Authority Central Administrative Offices 300 West New Circle Road Lexington, KY 40505 Ph: (859) 281-5060

#### HOMEOWNERSHIP AGENCIES

#### **Community Ventures Corporation**

1450 North Broadway Lexington, KY 40505 Ph: (859) 231-0054 www.cvcky.org

#### **Kentucky Housing Corporation**

1231 Louisville Rd. Frankfort, KY 40601 Ph: (502) 564-7630 www.kyhousing.org/Pages/default.aspx

# **Lexington-Fayette Urban County Housing Authority**

300 West New Circle Road Lexington, KY 40505 Ph: (859) 281-5060 www.lexha.org

#### R.E.A.C.H.

Resources, Education, and Assistance for Community Housing 733 Red Mile Rd Lexington, KY 40504 Ph: (859) 455-8057 1-800-985-9271 www.reachky.com

#### **Community and Resident Services**

498 Georgetown St.
Lexington KY 40507
Ph: (859) 300-5300
www.lexingtonky.gov/departments/communityresident-services

# RENTAL HISTORY AND CREDIT REPORTS

At some point you may be in a bind. Outside problems like a job layoff, divorce, or serious illness can make it difficult for you to pay your bills, even your rent. Sometimes people make bad choices, like having loud destructive parties, keeping pets when the lease does not allow them, or choosing to pay car or other consumer debts before rent. "Guilt" or "innocence" may or may not matter to a landlord. Bad rental histories do not just disappear. In fact, there are companies that can help landlords investigate the history of a new tenant. Some of these record investigations can go back to when you were 18 years old. So, if you do have a bad history you need to be prepared to deal with it head on.

#### Tips to overcome a poor rental history:

- Be up front with the new landlord. Most would rather hear from you than find out from someone else later in the application process.
- If your history is due to things outside your control, present information that can prove the hardship (e.g. letter from former employer). Also, explain how things are different now.
- Accept responsibility for your past. If you screwed up, do not blame others. Figure out why things happened the way they did and figure out a way to keep it from happening again. Work with counselors to come up with a plan to get housing. It may take some work to clean up your record, but it will never go away if you do not make it happen.
- Start small. If you have a bad rental history that is keeping you from finding a new place, you may have to start in a shelter, halfway house, or boarding house. Think of it as steps on a ladder.
- Develop new relationships through work, volunteering, etc. Get written support (with examples of your new attitude, accomplishments, etc.) from these new, credible sources. (Letters from mom will not help.)

Work with a consumer credit counselor and provide your landlord with documentation of this effort and your new, improved payment history.

# **APPENDIX**

Frequently Called Numbers and Web Site Information	
Resource Guide Map	16
Sample Rental Housing Checklist	17
Sample Application for Housing Lease	18
Sample Inspection of Rental Unit (walk through form)	20
Sample Substandard Housing Complaint Form	22
EMERGENCY ASSISTANCE (HOUSING, MEALS, CLOTHING)	25

#### FREQUENTLY CALLED NUMBERS AND WEB SITE INFORMATION

Central KY Lawyer Referral Service (859) 225-8644

www.kybar.org/page/lawrefserv

Fayette County Public Schools (859) 381-4100 www.fcps.net

Kentucky Refugee Ministries (859) 226-5661 www.kyrm.org/category/lexington

Lex Call 311 or (859) 425-2255 www.lexingtonky.gov/lexcall

Lexington Fair Housing Council (859) 971-8067 www.lexingtonfairhousing.com

Lexington-Fayette County Health Department (859) 252-2371 www.lexingtonhealthdepartment.org/

Lexington Office of Code Enforcement (859) 258-3091 www.lexingtonky.gov/departments/code-enforcement

Lexington Police Department (859) 258-3600 <a href="https://www.lexingtonky.gov/departments/police">www.lexingtonky.gov/departments/police</a>

LexTran (859) 255-7756 (Admin Office) (859) 253-4636 (Transit Center) www.lextran.com

LFUC Housing Authority (859) 281-5060 www.lexha.org

LFUC Human Rights Commission (859) 252-4931 www.lexhumanrights.org

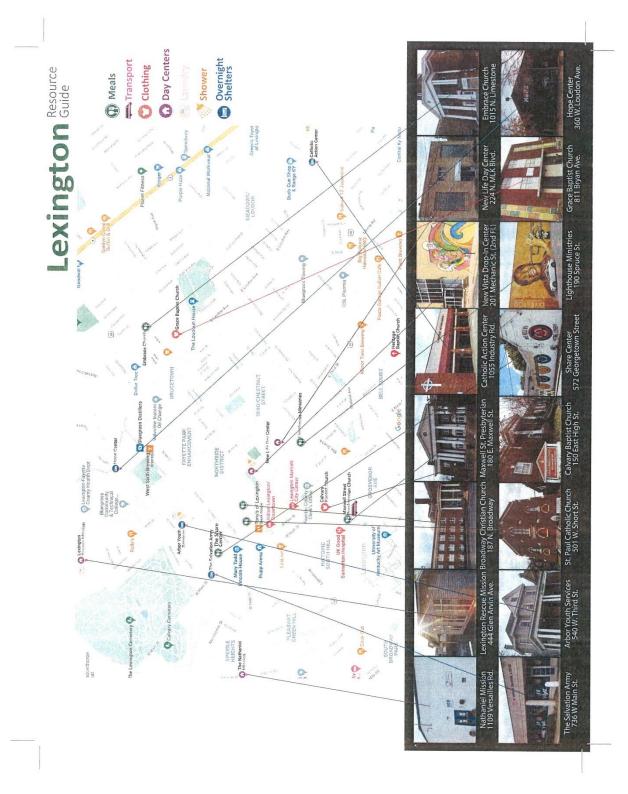
LFUCG Community and Resident Services (859) 300-5300 <a href="https://www.lexingtonky.gov/departments/community-resident-services">www.lexingtonky.gov/departments/community-resident-services</a>

Maxwell Street Legal Clinic (859) 233-3840 www.Kyequaljustice.org

The Nest – Center for Women, Children and Families (859) 259-1974 www.thenestlexington.org

Salvation Army (859) 252-7706 www.salvationarmylex.org

UK College of Law Legal Clinic (859) 257-4692 www.law.uky.edu



#### Sample Rental Housing Checklist (obtained from ForRent.com)

	Phone Number	(%)	
Can be paid via:   Internet   Check B. Length of lease:   3 mos   6 mos	edroom/ Cash  12 mos 14 mos 5. Turnover Rate	☐ Money Order	
VHAT ARE THE ADDITIONAL FEES?	ARE UTILITIES INCL	UDED?	
S. Security Deposit   Amount \$	13. Electricity 14. Internet 15. Cable	Amount \$_	/month /month /month
a. Pet Fee Deposit \$ b. Monthly Pet Fee \$  D. Parking Fee?	16. Water 17. Gas 18. Garbage Removal	The state of the s	/month /month /month
1. Late Fee \$days from due date 2. Returned Check Fee \$	ARE APPLIANCES I	NCLUDED?	
HOW MUCH WILL EVERYTHING COST?  First Month's Rent \$ [Add #2, #6, #7, #8a, #9b, #10]  Invoke Monthly Rent Due \$ [Add #2, #8b, #9b, #10]  Invoke Monthly Utilities \$ [Add #13-18]	Refrigerator	Dishwasher Washer/Dryer → Rental \$ Laundry Facility	Y N
S EVERYTHING UP TO DATE & WORKING?		ΥN	
moke Detectors	Gated community? Well-lit at night? Enough natural light ir Balcony/Patio? Fireplace? Apartment is inside bu Elevator? Wheelchair accessible Business Center?	uilding?	
HOW IS THE SERVICE?	Clubhouse? Pool?		
How much notice is given before maintenance enters the premises?	Gym? Pet-Friendly?		
expected maintenance response time?	Bark Park? Quiet hours	to	
Y N	Nearby entertainment		
	ISP & Cable service pr	Oviders ——	

#### Sample Application for Housing Lease (obtained from on-site.com)

#### **APPLICATION FOR RENTAL**

Notice: All adult applicants (18 years or older) must complete a separate application for rental.

	RENT	START DATE	AGENT/REFERRED B	
APPLICANT IN	FORMATION		THE PARTY OF THE P	COTAMPONILE, DINE
LAST NAME	FIRST NAME	M.I.	SSN	DRIVER'S LICENSE #
BIRTH DATE	HOME PHONE	WORK PHONE	EMAIL	
CURRENT ADD		West Committee of the C	STATES SELECTION OF CHILDREN	EU CONTRO MENO
STREET ADDRESS		CITY	STATE	ZIP
DATE IN	DATE OUT	LANDLORD NAME		LANDLORD PHONE
MONTHLY RENT	REASON FOR LEAVIN	IG		
PREVIOUS ADI	DRESS	PERSONAL DIRECTOR FOR EVALUATE SHIP	PARAMETERS NOT INSTANT	DAN SERVICE AND GARGE HEAD
STREET ADDRESS		CITY	STATE	ZIP
DATE IN	DATE OUT	LANDLORD NAME		LANDLORD PHONE
MONTHLY RENT	REASON FOR LEAVIN	IG		
OTHER OCCUP	PANTS			
LIST NAMES AND BIRT	H DATES OF ALL ADDITIONA	AL OCCUPANTS 18 YEARS OR OL	DER	
PETS		Constitution Street	est and research singles has	on distribution and the walker transfer
	DESCRIBE	ir Czentii nerocesa Ata	ur daide under die Pa	on. His tole, madic is order. Implicacy
PETS?	DESCRIBE  & INCOME INFOR	MATION	aft aft mone at birthe	on the side and the solve fractions  where the solve s
PETS PETS?  EMPLOYMENT 1. OCCUPATION		MATION  EMPLOYER/COMPANY	n de sicionación de se	MONTHLY SALARY
EMPLOYMENT  1. OCCUPATION		ASSESSMENT OF THE PARTY OF THE	START DATE	MONTHLY SALARY \$ END DATE
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME		EMPLOYER/COMPANY	START DATE	\$ END DATE MONTHLY SALARY
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION		SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE	START DATE  START DATE	\$ END DATE
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME	& INCOME INFOR	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY		\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME  1. OTHER INCOME DES	& INCOME INFOR	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE		\$ END DATE  MONTHLY SALARY \$ END DATE
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME  1. OTHER INCOME DES  2. OTHER INCOME DES	& INCOME INFOR	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE		\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME \$ MONTHLY INCOME
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME  1. OTHER INCOME DES  2. OTHER INCOME DES  EMERGENCY (	& INCOME INFOR	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE	START DATE  PHONE	\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME \$ MONTHLY INCOME
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME  1. OTHER INCOME DES  2. OTHER INCOME DES  EMERGENCY (  1. NAME	& INCOME INFOR	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE	PHONE ( ) PHONE	\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME \$ MONTHLY INCOME \$
EMPLOYMENT  1. OCCUPATION  SUPERVISOR NAME  2. OCCUPATION  SUPERVISOR NAME  1. OTHER INCOME DES  EMERGENCY (  1. NAME  2. NAME	& INCOME INFOR  SCRIPTION  SCRIPTION  CONTACT  ADDRESS  ADDRESS	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE	PHONE ( )	\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME \$ MONTHLY INCOME \$ RELATIONSHIP
PETS?	& INCOME INFOR  SCRIPTION  SCRIPTION  CONTACT  ADDRESS  ADDRESS	SUPERVISOR PHONE ( ) EMPLOYER/COMPANY SUPERVISOR PHONE	PHONE ( ) PHONE	\$ END DATE  MONTHLY SALARY \$ END DATE  MONTHLY INCOME \$ MONTHLY INCOME \$ RELATIONSHIP



HAVE YOU EVER:	Filed for bankruptcy?	Willfully or intention	onally refused to pay rent when due?	
	Been evicted from a tenancy or left owing money? If yes, please provide Property Name, City, State, and Landlord Name.  ☐ Yes ☐ No			
	Been convicted of a crime? If yes, please pr ☐ Yes ☐ No	rovide Type of Offense, County, and St	ate.	
<b>VEHICLE INFO</b>	RMATION		<b>以为自己的特别并被自己的人的人的人</b>	
1. MAKE & MODEL		YEAR	LICENSE NO. & STATE	
2. MAKE & MODEL		YEAR	LICENSE NO. & STATE	
OTHER VEHICLES			I	
			-	
OTHER INFOR	MATION BOUT THIS PROPERTY?		enter en entre de la companya de la	
PLEASE INCLUDE ANY	OTHER INFORMATION YOU BELIEVE WOULD	HELP TO EVALUATE THIS APPLICA	TION	
		THE TO EVALUATE THIS AT LIGHT		
	ed, authorize On-Site.com, Landlord and nited to credit history, OFAC search, land			
	nder search. I authorize the release of in is investigation is for resident screening			
	ed from sources believed to be reliable, be			
On-Site.com, Land	lord and its agents free and harmless of			
this information.	on about your rights under the Fair Cred	lit reporting Act		
	right to request disclosure of the nature			
<ul> <li>You must b</li> </ul>	e told if information in your file has been	used against you.		
	right to know what is in your file, and thing right to ask for a credit score (there m			
<ul> <li>You have th</li> </ul>	ne right to ask for a credit score (there in ne right to dispute incomplete or inaccura incomplete, or unverifiable information.		orting agencies must correct	
	peing processed by On-Site.com, P.O. B	30x 1514, Los Altos, CA 94023	-1514, (877) 222-0384.	
	rights under the Fair Credit Reporting A tp://www.ftc.gov/credit	ct is available by visiting or wri	ting (Para information en espanol,	
Consumer Response 20580	se Center, Room 130-A, Federal Trade .	Commission, 600 Pennsylvania	a Avenue N.W., Washington D.C.	
(Signed/Applicant)	Date			







#### Sample Inspection of Rental Unit (walk through form)

#### Inspection of the Rental Unit Inspecion de la Vivienda

Landlord Name:	Date:
Landlord Signature:	Tenant Signature:

Room	Condition upon arrival Condicion al llegar	Condition on Departure Condicion a la partida	Estimated cost of Repair/Replacement Costo de Reparacion/Reponer
LIVING ROOM/SALA			
Floors/Piso			
Drapes/Cortinas			
Walls/Paredes			
Ceiling/Techo			
Lights/Luces		·	
Windows/Ventanas			
Screens/Mosquiteros			
Doors/Puertas			
Locks/Seguros			
Fireplace/Chimenea			
Other/Otro			
KITCHEN/COCINA		I.	
RITCHEWCOCINA			
Floors/Piso			
Drapes/Cortinas			
Lights/Luces			
Cabinets/Gabinetes			
Range/Horno			
Refrigerator/Refrideador			
Dishwasher/Lavador de Trates			
Garbage Disposal/Processor de Basura			
Windows/Ventanas			
Screens/Mosquiteros			
Doors/Puertas			
Sinks/Lavamanos			
Counter/Monstrador			
Other/Otro			
DINING ROOM/ COMEDOR			
Floor/Piso			
Walls/Paredes			
Ceilings/Techo			
Light/Luces			
Windows/Ventanas			
Other/Otro			

Room	Condition upon arrival Condicion al llegar	Condition on Departure Condicion a la partida	Estimated cost of Repair/Replacement Costo de Reparacion/Reponer
BATHROOM/BANOS		Concreton a la partica	
Floors/Piso			
Cammode/Uternsilio			
Lights/Luces			
Cabinets/Gabinetes			
Bathtub/Banera			
Shower/Ducha			
Windows/Ventanas			
Sinks/Lavamanos			
Doors/Puertas			
Other/Otro			
BEDROOM ONE/ DORMITORIOUNO			
Floors/Piso			
Windows/Ventanas			
Walls/Paredes			
Ceiling/Techo			
Lights/Luces			
Other/Otro BEDROOM TWO/			
DORMITORIO DOS Floors/Piso			
Windows/Ventanas			
Walls/Paredes			
Ceiling/Techo			
Lights/Luces			
Other/Otro			
BEDROOM THREE/ DORMITORIO TRES			
Floors/Piso			
Windows/Ventanas			
Walls/Paredes			
X 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			
Ceiling/Techo			
Ceiling/Techo Lights/Luces			
Ceiling/Techo Lights/Luces Other/Otro			
Ceiling/Techo			
Ceiling/Techo Lights/Luces Other/Otro OTHER/OTROS  Air Conditioner/Aire Acondicionador			
Ceiling/Techo Lights/Luces Other/Otro OTHER/OTROS Air Conditioner/Aire			

#### **Sample Substandard Housing Complaint Form**

To file a complaint with Code Enforcement, please call (859) 425-2255 or online <a href="https://www.lexingtonky.gov/departments/code-enforcement">https://www.lexingtonky.gov/departments/code-enforcement</a>

#### Substandard Housing Complaint Form

Address of property		
Complainant		
Home Phone		
Work Phone		 
Landlord	 	 
Phone	 	 
Manager		
Phone		
Nature of complaint		
Urgant Vas No		

#### **EMERGENCY ASSISTANCE**

#### Housing

Ampersand Kentucky 2025 Regency Road (859) 253-2615 Sexual Violence Support

Bluegrass Domestic Violence Center 1-800-544-2022

Bob Brown House 507 Rogers Road (859) 293-0886

Canaan House 379 South Broadway Park (859) 255-2611

Community Action Council "Project Independence"

East end center: 913 Georgetown Street

(859) 244-2215

West neighborhood center: 1902 Cambridge

Drive

(859) 246-1192

Winburn center: 1169 Winburn Drive

(859) 294-5249

Dismas Charities, Inc. 909 Georgetown Street (859) 231-8448

Halfway house for ex-offenders

Florence Crittenton Home 519 West Fourth Street (859) 252-8636 Support for young mothers

GreenHouse 17 1-800-544-2002

www.greenhouse17.org

Hope Center 360 West Loudon Avenue (859) 252-7881

Men Only

Hope Center- One Parent Scholar House 1156 Horsemans Lane (859) 252-4828 Singe parents

Lighthouse Ministries- Nehemiah House 190 Spruce Street (859) 259-3434 Men Only

M.A.S.H. Drop Inn 540 West 3<sup>rd</sup> Street (859) 254-2501

New Life Day Center 224 North Martin Luther King Blvd. (859) 252-3012

Red Cross 1450 Newtown Pike (859) 253-1331 Emergency and Crisis

Saint James Place/ Saint James II- Homeless Veterans Program 169 Deweese Street (859) 252-6642

Salvation Army 736 West Main Street (859) 252-7706 Women and Children

Shepherd's House 635 Maxwelton Court (859) 252-1939 Young men/teenagers Volunteers of America 333 Waller Avenue, Suite 120 (859) 254-3469 Emergency/Transitional Housing

#### Free Meals

Catholic Action Center 1055 Industry Road (859) 255-0301

Monday – Friday: 9:00 am – 10:30 am, 12:00 pm – 1:00 pm, 5:30 pm – 6:30 pm

Saturday: 12:00 pm - 1:00 pm Sunday: 5:30 pm - 6:30 pm

Grace Baptist Church 811 Bryan Avenue (859) 252-1119

Monday: 2:30 pm - 5:00 pmThursday: 5:30 pm - 6:30 pm

HOPE Center 360 West Loudon Avenue (859) 252-7881 Monday – Friday: 6:30 am – 7:30 am, 12:00 pm – 1:00 pm, 5:00 pm – 6:00 pm Saturday and Sunday: 8:00 am – 9:00 am, 12:00 pm – 1:00 pm, 5:00 pm – 6:00 pm

House of Mercy 136 West Main Street (859) 312-5301 Sunday: 12:00 pm (Noon)

Lexington Rescue Mission
444 Glen Arvin Avenue
(859) 381-9600
Tuesday, Wednesday, Thursday, and
Saturday:
12:00 pm (Noon)

Lighthouse Ministries 190 Spruce Street (859) 259-3434 Monday – Saturday 9:00 am – 4:00 pm Maxwell Street Presbyterian Church 180 East Maxwell Street (at Broadway) (859) 255-1074 Thursday: 6 pm

Nathaniel Mission 1109 Versailles Road (859) 255-0062 Monday – Thursday 9:00 am – 4:00 pm Food pantry open: Monday – Thursday 9:00 am – 4:00 pm Sunday 9:00 am – 10:30 am

Salvation Army 736 West Main Street (859) 252-7706

St. Paul Catholic Church 501 West Short Street (859) 252-0738 Monday – Friday at Noon (sandwiches)

#### Food Banks

Bluegrass Community Foundation 499 East High Street (859) 225-3343 Monday – Friday 9:00 am – 5:00 pm

God's Pantry 1685 Jaggie Fox Way (859) 255-6592 Monday – Friday 8:00 am – 4:30 pm

Gainesway Empowerment Center 1165 Centre Parkway (859) 271-8880 Monday – Friday 8:00 am – 6:00 pm

Habitat Restore 451 Southland Drive (859) 252-2224 Monday – Saturday 10:00 am – 6:00 pm

#### Clothing Banks

God's Quarters/ God's Garments 614 East Seventh Street (859) 514-7210 Monday-Saturday: 10 am – 2:00 pm

Helping Through Him Southland Christian Church (859) 296-2620

Lexington Rescue Mission 444 Glen Arvin Avenue (859) 381-9600 Tuesday and Thursday: 1:30 pm

Salvation Army Social Services 736 West Main Street (859) 252-7706

St. Paul AME
251 North Upper Street
(859) 255-7945
Tuesdays & Thursdays: 11:00 am – 2:30 pm

#### Job Assistance

Jubilee Jobs 1450 North Broadway (859) 977-0135 Employment assistance for unemployed and underemployed

#### To file a housing discrimination complaint, scan below



# NOTES

-



# FAIR HOUSING IS YOUR RIGHT... USE IT!

