

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

KENNEDY F. JONES,)	
)	
and)	
)	
STEPHEN J. VOGEL,)	
Plaintiffs,)	Case No. _____
)	
v.)	
)	
CITY OF KANSAS CITY, MISSOURI,)	
Defendant.)	

VERIFIED COMPLAINT

Plaintiffs Kennedy F. Jones and Stephen J. Vogel (“Jones” and “Vogel” respectively, and together “Plaintiffs”), by and through counsel, state as follows for their causes of action against Defendant City of Kansas City, Missouri (the “City”):

NATURE OF THE CASE

1. This is an action for declaratory and injunctive relief from the City’s unconstitutional overreach in enacting its source-of-income discrimination ordinance, Committee Substitute for Ordinance No. 231019, as amended (the “Ordinance”). A true and correct copy of the Ordinance is attached as **Exhibit 1**.

2. The stated purpose of the Ordinance is to promote fair housing and increase affordable housing opportunities by prohibiting housing discrimination on the basis of an individual’s reasonably verifiable and lawful sources of income. *See* Ex. 1, Preamble; Ex. 1, Section 1, § 38-105(a). “Source of income” under the Ordinance includes any type of private, non-profit, or government assistance payment such as the federal housing choice vouchers

authorized by Section 8 of the Housing Act of 1937 (the “Section 8” program). *See* Ex. 1, Section 1, § 38-1(a)(31).

3. Underneath the laudable goal of fair and affordable housing, however, lies a more insidious truth—the Ordinance does not just require landlords to passively accept Section 8 vouchers as payment for rent. Rather, to be eligible to receive such payments, landlords *must* participate in and comply with *all* applicable Section 8 program requirements. Participation in the Section 8 program imposes substantial burdens on landlords, a fact that Congress recognized in making Section 8 participation voluntary.

4. So, the Ordinance effectively forces landlords who would otherwise choose not to participate in the Section 8 program (as is their right under federal law) into an untenable Hobson’s choice—either involuntarily comply with each and every applicable Section 8 program requirement, or decline to do so and risk being prosecuted by the City for violating the Ordinance.

5. One critical aspect of Section 8 program participation is that for each housing unit a landlord rents to a Section 8 voucher-holder, the landlord *must* enter into a separate Housing Assistance Payments (“HAP”) contract with the local public housing agency (“PHA”) administering the Section 8 program. The HAP contract *must* be word-for-word in the form prescribed by the U.S. Department of Housing and Urban Development (“HUD”). A true and correct copy of the HAP contract form currently in effect, HUD-52641 (4/2023), is attached as **Exhibit 2**.

6. The mandatory, non-negotiable HAP contract includes several provisions that purport to grant the PHA and/or HUD access to the landlord’s premises, records, and

information, without requiring that the governmental authority obtain any additional, voluntarily-provided consent from the landlord or a duly-issued warrant. The following HAP contract provisions are tantamount to a waiver of the landlord’s search-and-seizure rights under the Fourth Amendment to the United States Constitution:

- a. “The PHA may inspect the contract unit and premises at such times *as the PHA determines necessary*, to ensure that the unit is in accordance with the HQS [housing quality standards].” Ex. 2, Part B, ¶ 3(e).
- b. “During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner *must* give the PHA any information requested by the PHA on the rents charged by the owner for other units in the premises or elsewhere.” Ex. 2, Part B, ¶ 6(d).
- c. “The owner *must* cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.” Ex. 2, Part B, ¶ 9(b).
- d. “The owner *must* provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.” Ex. 2, Part B, ¶ 11(a).
- e. “The PHA, HUD and the Comptroller General of the United States shall have *full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.*” Ex. 2, Part B, ¶ 11(b).
- f. “*The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.*” Ex. 2, Part B, ¶ 11(c).

(Emphasis added.)

7. For landlords who voluntarily choose to participate in the Section 8 program, their consent to these onerous HAP contract provisions—and the attendant waiver of their Fourth Amendment rights—presumably would also be voluntary, assuming such landlords understood the provisions and their otherwise unconstitutional effects.

8. But Plaintiffs, who are landlords with rental units within City limits, do not choose to participate in the Section 8 program. They do not choose to enter into HAP contracts. They do not choose to waive their Fourth Amendment rights. And the City cannot constitutionally force them to do so.

9. To protect the rights of Plaintiffs and others similarly situated, this Court should declare the Ordinance unconstitutional and enter preliminary and permanent injunctions against its enforcement.

PARTIES, JURISDICTION, AND VENUE

10. Jones is an individual and resident of Kansas City, Missouri.

11. Vogel is an individual and part-time resident of Lee's Summit, Missouri. Vogel also resides part-time in Franklin County, Florida.

12. The City is an incorporated city operating under a charter authorized by the Constitution of the State of Missouri and located in Jackson County, Clay County, Platte County, and Cass County, Missouri.

13. This Court has subject matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C. § 1343, and 42 U.S.C. § 1983.

14. Venue in this district is proper under 28 U.S.C. § 1391(b).

THE SECTION 8 PROGRAM

15. In 1974, Congress enacted Section 8 “[f]or the purpose of aiding low-income families in obtaining a decent place to live and ... promoting economically mixed housing.” 42 U.S.C. § 1437f(a).

16. From the outset, Congress intended that landlord participation in the Section 8 program be voluntary, as evidenced by the fact that Congress vested landlords with critical decisions, such as the selection of tenants. *See* 42 U.S.C. § 1437f(d)(1)(A) (“[T]he selection of tenants shall be the function of the owner.”).

17. Beginning in the late 1980s, in the hopes of increasing landlord participation in the Section 8 program, Congress inserted two more restrictive provisions: the “take one, take all” provision, which required that any landlord who had entered into a rental agreement with at least one Section 8 tenant could not deny future applications based on Section 8 status alone; and the “endless lease” provision, which restricted a landlord’s ability to refuse to renew a Section 8 tenant’s lease. *See* Pub. L. No. 100-242, 101 Stat. 1815, § 147 (“take one, take all” provision); Pub. L. No. 101-625, 104 Stat. 4079, § 225 (“endless lease” provision); H.R. Rep. 100-122(I) (discussing concerns related to lack of landlord participation in Section 8 program).

18. It soon became clear that the “take one, take all” and “endless lease” provisions had a chilling effect on landlord participation in the Section 8 program, rather than increasing participation as intended. So, in the late 1990s, Congress repealed those provisions, thereby solidifying its intent that landlord participation in the Section 8 program remain voluntary.

19. The May 23, 1997, Senate Committee Report on the Public Housing Reform and Responsibility Act of 1997 demonstrates that Congress intentionally revoked its own “take one, take all” and “endless lease” provisions in favor of a voluntary program operating like the unassisted market:

One of the key factors to the success of the tenant-based rental assistance program is the ability to attract property owners and managers to participate in the program. Owner participation plays a significant role in providing a broad

range of housing choices for assisted families. The history of Section 8 has shown, however, that private owners and managers have been reluctant to participate, in large part because of time-consuming and costly program requirements which conflict with normal market practices. ... For example, the “take one, take all” rule requires landlords who rent to one Section 8 recipient to rent to all otherwise qualified Section 8 recipients and not refuse to lease to such recipients because they receive Section 8 assistance. Further, Section 8 leases have no set terms and Section 8 landlords are required to renew leases for Section 8 tenants (the “endless lease” rule).

The Committee bill reforms Section 8 to make the program operate like the unassisted market as much as possible while maintaining program goals of providing low-income families with decent and affordable housing. The Committee expects that these changes, combined with landlord outreach efforts conducted by housing agencies as part of their program administration, will greatly expand the choice and availability of housing units.

The key reforms that encourage greater owner participation include providing flexibility in resident screening and selection, minimizing housing agency involvement in tenant-owner relations, eliminating the “take one, take all” and “endless lease” rules, and conforming Section 8 leases to generally accepted leasing practices. These reforms streamline and simplify the program by reducing the involvement of the Federal government and housing agencies.

S. Rep. 105-21.

20. The Section 8 program is administered by HUD in conjunction with local PHAs, in accordance with regulations promulgated by HUD. These regulations determine landlord and tenant eligibility; limit the types of properties that can participate in the program; govern the role of the landlord, tenant, and PHA; require the landlord to enter into a separate HAP contract with the PHA for each unit leased; set limits on the rent that landlords can charge; provide for governmental inspection of properties and financial records; and more. See 24 C.F.R. § 982.1 *et seq.*

21. As noted above, the Section 8 program requires that for each housing unit a landlord rents to a Section 8 voucher-holder, the landlord must enter into a separate HAP

contract with the PHA before the landlord may receive any housing assistance payments from the PHA. The HAP contract must be in the exact form required by HUD. *See* 24 C.F.R. §§ 982.162, 982.305(c), 982.451(a); *see also* Ex. 2, Instructions for use of HAP Contract – Use of this form.

22. Also as noted above, the HAP contract that landlords must sign contains several provisions that functionally require them to waive their Fourth Amendment search-and-seizure protections, including that they must “provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require;” that governmental authorities “shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract;” and that they must “grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.” *See* Ex. 2, Part B, ¶ 11.

THE ORDINANCE

23. Chapter 38 of the City’s Code of Ordinances (the “Code”), sets forth the civil rights protections afforded under the City’s municipal laws and governs the administration and enforcement of those rights.

24. Before the Ordinance was enacted, the Code prohibited discrimination in housing based on the “protected traits” of actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age, sexual orientation or gender identity, gender expression, ethnic background, and being a victim of domestic

violence, sexual assault or stalking. A true and correct copy of the previous version of § 38-105, as in effect before its repeal by the Ordinance, is attached as **Exhibit 3**. See Ex. 3, § 38-105(b).

25. Although the previous version of the Code did not include source of income as a “protected trait,” it did separately prohibit discrimination based on an applicant’s lawful source of income. But it also explicitly made clear that this prohibition would not require landlords to participate in an otherwise-voluntary benefit program, such as Section 8:

(d) The following discriminatory housing practices shall be unlawful: ... (10) To refuse to rent or to make any distinction or restriction for the rental of a dwelling unit solely because of the type of reasonably verifiable and lawful source of income. As used in this section, lawful source of income shall mean the lawful manner by which an individual supports themselves or their dependents, including but not limited to pay, child support payments, and rental assistance from a federal, state, local or nonprofit-administered benefit or subsidy program. ***In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.***

See Ex. 3, § 38-105(d)(10) (emphasis added).

26. On January 25, 2024, the City Council passed the Ordinance, which amended Chapter 38 of the Code to include source of income as a “protected trait” for purposes of the City’s anti-discrimination ordinances.

27. The Ordinance went into effect on August 1, 2024. See Ex. 1, Section 4.

28. The changes under the Ordinance manifest the City’s intent to mandate landlord participation in the Section 8 program.

29. First, the Ordinance defines source of income as follows:

(31) *Source of income* means the type of income or finances used by an individual to acquire goods and services for themselves, their dependents, or others. It includes reasonably verifiable and lawful income from any occupation, profession, contract, agreement, activity, any type of private, non-profit, or government assistance or payment such as federal Housing Choice Vouchers as

authorized by Section 8 of the Housing Act of 1937, military pension payments, disability payments, court ordered payments, or any other form of reasonably verifiable and lawful income, including cash or tipped wages and payments from strike funds. *Source of income includes the program requirements for any type of private, non-profit, or government assistance or payment, unless compliance with such requirements would require unreasonable structural modifications to the dwelling.*

Ex. 1, Section 1, § 38-1(a)(31) (initial emphasis in original; latter emphasis added).

30. Second, the Ordinance repealed the previous version of § 38-105(d)(10), which expressly disavowed any requirement that a landlord participate in an otherwise-voluntary benefit program, and replaced it with the following provision, which does not include such language:

(d) The following discriminatory housing practices shall be unlawful: ... (10) To refuse to rent to a tenant solely on the basis of a rent-to-income ratio that does not take into account verifiable and lawful sources of income, such as vouchers, maintenance, disability payments, pensions, or other income supports. If a prospective tenant has a voucher, the landlord's requirement for any rent-to-income ratio shall apply only with respect to the portion of rent not covered by such prospective tenant's voucher amount, consistent with state and federal law, including, but not limited to, fair housing laws.

Ex. 1, Section 1, § 38-105(d)(10).

31. Third, because source of income is included as a “protected trait” under the Ordinance, it is now expressly unlawful for a landlord to, among other things, decline to rent to a Section 8 voucher-holder because they are a Section 8 voucher-holder. There is no safe-harbor provision for landlords who would otherwise choose not to participate in the Section 8 program. *See* Ex. 1, Section 1, § 38-105(b), (d)(1)-(4).

32. The Ordinance provides for a formal complaint and investigation procedure that may be initiated by any person claiming injury due to a prohibited discriminatory practice, including alleged source-of-income discrimination. *See* Ex. 1, Section 1, § 38-23. Further, the

City may initiate a complaint when it has reasonable cause to do so. *See* § 38-21(4), as currently in effect, attached as **Exhibit 4**.

33. If the City finds probable cause of a prohibited discriminatory practice, and the alleged discriminatory practice has not been resolved through conciliation, then the City “shall refer the matter to the city counselor for possible prosecution in municipal court or administer an administrative citation pursuant to Section 38-101, and ... shall also begin a systematic investigation of all the [landlord’s] rental properties in Kansas City and their screening practices.” *See* Ex. 1, Section 1, § 38-23(f).

34. If a landlord is found in violation of a prohibited discriminatory practice or retaliation based on source of income, the landlord is subject to a mandatory \$1,000.00 fine, which doubles if not paid before its due date. *See* Ex. 1, Section 1, § 38-101(b), (e).

35. If a landlord accrues more than one source-of-income discrimination violation in a 12-month period, the landlord’s rental permits are subject to suspension “pending the completion of a corrective action plan prescribed by the director” of the City’s civil rights enforcement office. *See* Ex. 1, Section 1, § 38-101(b)(1); Ex. 1, Section 2, § 34-855(6). The corrective action plan must include, but is not limited to, payment of additional fees and costs, completion of an anti-discrimination training program, and submission to additional oversight by the civil rights enforcement office. *See* Ex. 1, Section 2, § 34-857(b)-(c).

36. The City may revoke the rental permits of a landlord who fails or declines to comply with a rental permit suspension order, or whose suspension has been in effect for more than 90 days. *See* § 34-859, as currently in effect, attached as **Exhibit 5**. Any person who fails to

obtain or maintain a required rental permit, or who otherwise violates any permit requirement—including the obligation to refrain from committing any act of housing discrimination such as source-of-income discrimination—shall be deemed guilty of an ordinance violation and subject to penalties of fines and/or jail time. See § 34-832, as currently in effect, attached as **Exhibit 6**; § 34-848.1(a), as currently in effect, attached as **Exhibit 7**; §§ 34-863 and 34-864, as currently in effect, attached as **Exhibit 8**.

PLAINTIFFS' OBJECTIONS TO SECTION 8 PROGRAM PARTICIPATION

37. Jones is a licensed real estate broker. He has been in the residential rental property business for over 30 years. See **Exhibit 9**, Affidavit of Kennedy F. Jones, ¶ 2.

38. Jones currently owns two residential rental units within City limits. See Ex. 9, ¶ 3.

39. Until the Ordinance was enacted, Jones understood that participating in the Section 8 program was voluntary. See Ex. 9, ¶¶ 4–11.

40. Jones accepted Section 8 vouchers at some of his rental units until the early 2000s. Jones elected to stop accepting Section 8 vouchers because he felt that the terms and conditions of the Section 8 program were unjust and financially unconscionable, including the burden imposed by complying with HUD/PHA inspection requirements. See Ex. 9, ¶ 5.

41. Jones also chooses not to participate in the Section 8 program due to concern that such participation would require him to waive his Fourth Amendment rights to be free from unreasonable searches and seizures. See Ex. 9, ¶ 12–15.

42. Despite the enactment of the Ordinance, Jones intends to continue declining to participate in the Section 8 program, and reasonably fears the threat of governmental action against him under the Ordinance, including imposing the penalties prescribed by the Ordinance. *See* Ex. 9, ¶ 15–16.

43. Vogel is an engineer with a background in telecommunications equipment. He has been in the residential rental property business since 2011. *See* **Exhibit 10**, Affidavit of Stephen J. Vogel, ¶ 2.

44. Vogel currently owns three residential rental units within City limits through his single-member limited liability companies, 2012 LLC and 2013 LLC. *See* Ex. 10, ¶ 3.

45. Until the Ordinance was enacted, Vogel understood that participating in the Section 8 program was voluntary. *See* Ex. 10, ¶ 4–12.

46. Vogel has never accepted Section 8 vouchers at any of his rental units. *See* Ex. 10, ¶ 5.

47. When Vogel began renting residential units, he looked into Section 8 program requirements. He elected not to participate in the Section 8 program due in part to the burdens imposed by Section 8 requirements, specifically including the burden imposed by complying with HUD/PHA inspection requirements. *See* Ex. 10, ¶ 6.

48. Vogel also chooses not to participate in the Section 8 program due to concern that such participation would require him to waive his Fourth Amendment rights to be free from unreasonable searches and seizures. *See* Ex. 10, ¶ 13–16.

49. Despite the enactment of the Ordinance, Vogel intends to continue declining to participate in the Section 8 program, and reasonably fears the threat of governmental action against him under the Ordinance and the imposition of penalties as prescribed by the Ordinance. *See* Ex. 10, ¶ 16–17.

COUNT I – DECLARATORY JUDGMENT UNDER 28 U.S.C. §§ 2201 & 2202

50. Plaintiffs incorporate and reallege all previous paragraphs of this Complaint as if fully restated here.

51. Plaintiffs’ rights and legal relations are affected by the Ordinance, and Plaintiffs are entitled to seek this Court’s determination of the validity of the Ordinance and a declaration of their rights in accordance with 28 U.S.C. §§ 2201 & 2202.

52. The Ordinance is invalid on its face and as applied to Plaintiffs because, by mandating that landlords either participate in the Section 8 program or risk bearing the consequences of violating the Ordinance, it unconstitutionally coerces landlords to sign HAP contracts and thereby waive their rights against unreasonable searches and seizures, and/or unconstitutionally conditions landlords’ ability to maintain rental permits and rent real property on providing such a waiver, all in violation of the Fourth Amendment to the United States Constitution, as applied to the states through the Fourteenth Amendment.

53. The Ordinance is invalid on its face and as applied to Plaintiffs because it actually conflicts with and is preempted by federal law that makes Section 8 participation voluntary, in violation of the Supremacy Clause of Article VI of the United States Constitution.

54. An actual controversy exists between Plaintiffs and the City in that Plaintiffs intend to engage in a course of conduct—*i.e.*, to continue declining to participate in the Section 8 program—which conduct is affected with a constitutional interest but proscribed by the Ordinance, and there is a credible threat of prosecution by the City under the Ordinance.

WHEREFORE, Plaintiffs respectfully request that the Court declare that the Ordinance is unconstitutional on its face and as applied to Plaintiffs under the Fourth and Fourteenth Amendments to the United States Constitution; declare that the Ordinance is unconstitutional on its face and as applied to Plaintiffs under the Supremacy Clause of Article VI of the United States Constitution; declare that the Ordinance is void and unenforceable; award Plaintiffs their costs and fees as allowed by law; and grant any other relief the Court deems just and proper.

COUNT II – CLAIM FOR RELIEF UNDER 42 U.S.C. § 1983

55. Plaintiffs incorporate and reallege all previous paragraphs of this complaint as if fully restated here.

56. Plaintiffs are individuals and persons entitled to sue under 42 U.S.C. § 1983 to vindicate their rights protected under the Fourth Amendment to the United States Constitution to be free from unreasonable searches and seizures, as applied to the states through the Fourteenth Amendment.

57. The City is a local governmental body subject to suit under 42 U.S.C. § 1983 for its official policies, practices, customs, and/or decisions that result in the deprivation of Plaintiffs' Fourth and Fourteenth Amendment rights.

58. The Ordinance is an official policy of the City, the enforcement of which poses an actual or imminent threat to Plaintiffs' Fourth and Fourteenth Amendment rights, in that Plaintiffs intend to engage in a course of conduct—*i.e.*, to continue declining to participate in the Section 8 program—which conduct is affected with a constitutional interest but proscribed by the Ordinance, and there is a credible threat of prosecution by the City under the Ordinance.

59. The Ordinance is the direct and proximate cause of the actual or imminent threat to Plaintiffs' Fourth and Fourteenth Amendment rights.

WHEREFORE, Plaintiffs respectfully request that the Court find that the Ordinance violates Plaintiffs' Fourth and Fourteenth Amendment rights; enjoin the City from enforcing the Ordinance; award Plaintiffs their costs and fees as allowed by law, including but not limited to attorney's fees under 42 U.S.C. § 1988; and grant any other relief the Court deems just and proper.

COUNT III – FEDERAL PREEMPTION OF THE ORDINANCE

60. Plaintiffs incorporate and reallege all previous paragraphs of this complaint as if fully restated here.

61. The Supremacy Clause of Article VI of the United States Constitution invalidates state and local laws that interfere with, or are contrary to, the laws of Congress. Conflict preemption exists where the local law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.

62. Even if the local law and the federal statute share the same ultimate goal, the local law is nonetheless preempted if it interferes with the methods by which the federal statute was designed to reach that goal.

63. Congress intended that the Section 8 program operate like the unassisted market as much as possible and that landlord participation in the program remain voluntary.

64. The Ordinance is preempted by federal law because it makes landlord participation in the Section 8 program mandatory, which stands as an obstacle to Congress's intent that Section 8 participation remain voluntary.

65. Plaintiffs are entitled to seek equitable relief to enjoin the City and its agents from enforcing the Ordinance, which is unconstitutional because it is preempted by federal law and so violates the Supremacy Clause.

WHEREFORE, Plaintiffs respectfully request that the Court find that the Ordinance is preempted by federal law that makes landlord participation in the Section 8 program voluntary; enjoin the City from enforcing the Ordinance; award Plaintiffs their costs and fees as allowed by law; and grant any other relief the Court deems just and proper.

COUNT IV – PRELIMINARY AND PERMANENT INJUNCTION

66. Plaintiffs incorporate and reallege all previous paragraphs of this complaint as if fully restated here.

67. As set forth above, Plaintiffs are likely to succeed on the merits of their declaratory judgment, 42 U.S.C. § 1983, and federal preemption claims against the City.

68. Plaintiffs will suffer irreparable harm to their Fourth and Fourteenth Amendment rights unless the Court enjoins enforcement of the Ordinance, in that Plaintiffs

will be forced to choose between obeying an Ordinance they believe to be unconstitutional or risk prosecution for declining to obey it.

69. In order to avoid these injuries, Plaintiffs seek a preliminary injunction immediately enjoining the City from enforcing the Ordinance, and requiring the City to take all necessary actions to maintain the status quo pending final resolution of Plaintiffs' declaratory judgment, 42 U.S.C. § 1983, and federal preemption claims.

70. Once Plaintiffs have prevailed on their declaratory judgment, 42 U.S.C. § 1983, and federal preemption claims, Plaintiffs seek a permanent injunction forever enjoining the City from enforcing the Ordinance.

71. The injuries that Plaintiffs will suffer outweigh whatever harm these injunctions would cause the City.

72. These injunctions will not be against the public interest.

WHEREFORE, Plaintiffs respectfully request that the Court enter a preliminary injunction immediately enjoining the City from enforcing the Ordinance and requiring the City to take all necessary actions to maintain the status quo pending final resolution of Plaintiffs' declaratory judgment, 42 U.S.C. § 1983, and federal preemption claims; enter a permanent injunction forever enjoining the City from enforcing the Ordinance; award Plaintiffs their costs and fees as allowed by law; and grant any other relief the Court deems just and proper.

Respectfully submitted,

LEWIS RICE LLC

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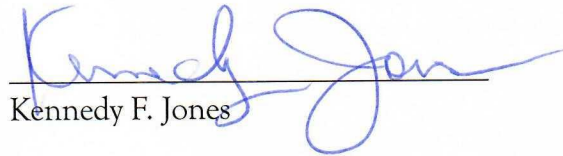
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VERIFICATION OF KENNEDY F. JONES

I, Kennedy F. Jones, hereby declare that I am personally familiar with the facts and circumstances giving rise to this Verified Complaint, that I have read this Verified Complaint, and that the facts stated in this Verified Complaint are true and correct to the best of my actual knowledge, information, and belief, based upon personal knowledge and information provided to me and documents reviewed by me.

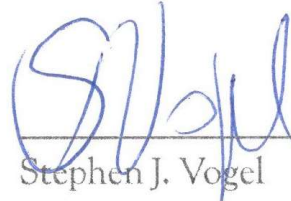
Signed under penalty of perjury this 29th day of August, 2024.


Kennedy F. Jones

VERIFICATION OF STEPHEN J. VOGEL

I, Stephen J. Vogel, hereby declare that I am personally familiar with the facts and circumstances giving rise to this Verified Complaint, that I have read this Verified Complaint, and that the facts stated in this Verified Complaint are true and correct to the best of my actual knowledge, information, and belief, based upon personal knowledge and information provided to me and documents reviewed by me.

Signed under penalty of perjury this 29 day of August, 2024.



Stephen J. Vogel

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s):

First Listed Plaintiff:

Kennedy F. Jones

County of Residence: Jackson County

Additional Plaintiff(s):

Stephen J. Vogel

Defendant(s):

First Listed Defendant:

City of Kansas City, Missouri

County of Residence: Jackson County

County Where Claim For Relief Arose: Jackson County

Plaintiff's Attorney(s):

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Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: N/A

Defendant: N/A

Origin: 1. Original Proceeding

Nature of Suit: 440 All Other Civil Rights

Cause of Action: 28 USC 2201 & 2202 - Declaratory Judgment; 42 USC 1983 - Civil Rights Violation (Fourth Amendment)

Requested in Complaint

Class Action: Not filed as a Class Action

Monetary Demand (in Thousands): Preliminary and Permanent Injunction

Jury Demand: No

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: /s/ Robert W. Tormohlen

Date: 10/04/2024

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 231019, AS AMENDED

Amending various sections of Chapter 38, "Civil Rights," and Chapter 34, "Health and Sanitation," for the purpose of classifying source of income as a protected trait in regard to housing discrimination, requiring an annual report on source of income discrimination complaints and enforcement, and requiring standard language in rental applications; and directing the City Manager to provide notification of this ordinance through various communication channels and identify an annual source of funding to implement the provisions of this ordinance; reducing the Contingent Appropriation by \$1,000,000.00 in the General Fund; appropriating that amount for the Landlord Risk Mitigation Fund Pilot Program; and designating requisitioning authority.

WHEREAS, discrimination on the basis of cash income, such as Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), child support, tipped wages, and rental assistance is also rampant; and

WHEREAS, nearly half of residents residing in voucher-based households are children; and

WHEREAS, the Housing Choice Voucher Program, codified at 42 U.S.C. §1437f and often referred to as Section 8 of the Housing Act of 1937, was designed to increase opportunities for poor families and reduce the concentration of poverty by neighborhood; and

WHEREAS, the program does not work as intended for many participants, primarily because property owners will not accept their vouchers, leading to tenants not being able to utilize the voucher; and

WHEREAS, a growing number of states and localities have enacted laws, known as source of income protection laws, that can increase voucher acceptance, including the other Missouri cities of St. Louis, Webster Groves, and Clayton; and

WHEREAS, the City has substantial interest in reducing homelessness by increasing housing opportunity for renters by preventing discrimination based on a prospective tenant's lawful and reasonably verifiable source of income; and

WHEREAS, the number of property owners who accept renters regardless of lawful source of income is significantly increased when a source of income protection law is in place, and the likelihood of a voucher holder finding housing in a higher-income, higher opportunity area increases; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 38 of the Code of Ordinances entitled "Civil Rights" is hereby amended by repealing Sections 38-1, 38-23, 38-101 and 38-105, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 38-1. Definitions.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:

- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
- (2) *City* means the City of Kansas City, Missouri.
- (3) *Commission* means the city human rights commission.
- (4) *Complainant* means any person claiming injury by the alleged violation of Chapter 213, RSMo, or of this Chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
- (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of Chapter 213, RSMo, or of this Chapter.
- (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
 - a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
- (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
- (8) *Department* means the department of civil rights and equal opportunity.
- (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.

- (10) *Disability* means with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
- a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
- (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
- (13) *Employer* includes any person employing six or more employees.
- (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
- (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
- a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
- (16) *Family* includes a single individual.
- (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.

- (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.
- (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
- (20) *Owner* means any person who:
- a. has legal title to any building or structure with or without accompanying actual possession thereof; or
 - b. has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure or part thereof; or
 - c. is an agent or designee of a person listed in subsections 1 or 2 herein; or
- (21) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
- (22) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
- (23) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
- a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,

- d. The style, cut or length of a hair style,
 - e. The colors of the garments,
 - f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (24) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.
 - f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
 - g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals,

beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.

- (25) *Redevelopment area* means a tax increment redevelopment area as defined in section 99.805(11); RSMo, a planned industrial expansion project area as defined in section 100.300, et seq., RSMo; an urban renewal project area or land clearance project area as defined in section 99.300, et seq., RSMo; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to chapter 353, RSMo.
- (26) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (27) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of Chapter 213, RSMo, or this Chapter.
- (28) *Screening Practices* means the standard manner by which an owner evaluates and assesses prospective tenants prior to entering into a rental agreement.
- (29) *Sex* shall include sexual harassment.
- (30) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.
- (31) *Source of income* means the type of income or finances used by an individual to acquire goods and services for themselves, their dependents, or others. It includes reasonably verifiable and lawful income from any occupation, profession, contract, agreement, activity, any type of private, non-profit, or government assistance or payment such as federal Housing Choice Vouchers as authorized by Section 8 of the Housing Act of 1937, military pension payments, disability payments, court ordered payments, or any other form of reasonably verifiable and lawful income, including cash or tipped wages and payments from strike funds. Source of income includes the program requirements for any type of private, non-profit, or government assistance or payment, unless compliance with such requirements would require unreasonable structural modifications to the dwelling.
- (32) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.

- (33) *Systematic investigation* means a series of investigations, as defined in section 38-23, sufficient to understand an owner's common and usual screening practices and determine whether those practices violate any Ordinance.
- (34) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.

Sec. 38-23. Complaint procedure.

(a) *Filing of complaint.*

- (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by themselves, a representative designated in writing, or a city official, submit a complaint with the director by, emailing an email address designated by the Civil Rights Enforcement Office, visiting the Civil Rights Enforcement Office in person during business hours, or calling 311 to begin the process of submitting a formal verified complaint. This complaint shall state the name and address of the person or business entity alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
- (2) Any complaint filed pursuant to Chapter 213, RSMo, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice could have been discovered through reasonable diligence.
- (3) The city shall provide interpretation and translation services to any person attempting to submit a complaint pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq. and Ex. Ord. No. 13166.

(b) *Investigation.* After the filing of any complaint other than those described in Section 38-23(c), the director shall:

- (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (e) of this section.
- (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under Chapter 213, RSMo, and this chapter.
- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.

- (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
- (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
- (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.

(c) *Source of Income Investigation.* After the filing of any complaint solely pertaining to source of income discrimination or discrimination as defined in Section 38-105(d)(10)-(d)(14), the director shall:

- (1) To the extent possible, engage in conciliation with respect to such complaint during the period beginning with the filing of such complaint and ending with either the issuance of a fine or any other punitive measures by the city or a finding of no probable cause pursuant to subsection (d) of this section. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (e) of this section.
- (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under this chapter.
- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
- (4) Commence investigation of the complaint within 10 business days of the receipt of the complaint.
- (5) Complete the investigation of the complaint within 30 days of the receipt of the complaint. If the director is unable to complete the investigation within 30 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.

(d) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties, written notice of such determination.

(e) *Probable cause finding; conciliation.*

- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in Chapter 610, RSMo.
- (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director.

(f) *Failure to conciliate; hearing or prosecution.* If the director believes that they have failed to eliminate an allegedly unlawful discriminatory practice through conciliation, the director shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director shall refer the matter to the city counselor for possible prosecution in municipal court or administer an administrative citation pursuant to Section 38-101, and the director shall also begin a systematic investigation of all the respondent's rental properties in Kansas City and their screening practices.. If the complaint alleges a discriminatory practice prohibited by Chapter 213, RSMo, the director shall refer the matter to the commission for hearing.

(g) In the event any section, paragraph, sentence, clause, phrase or portions of this section is declared invalid for any reason, the remainder of this section shall remain in full force and effect.

Sec. 38-101. Prohibition and penalties

(a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice other than source of income discrimination shall be guilty of an ordinance violation, punishable by a fine of not more than \$1,000.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.

(b) Any person found in violation of a prohibited discriminatory practice or retaliation based on source of income, which includes, among other things, all violations of Section 38-105(d), shall be subject to a fine of \$1000.00.

- (1) The director shall refer any person found in violation of a prohibited discriminatory practice or retaliation based on source of income more than once within a 12-month period to the director of the health department and recommend that the person's rental permits be placed on Special Probationary Status pursuant to Section 34-

855(6) of the City's Code of Ordinances pending the completion of a corrective action plan prescribed by the director.

(c) Any respondent found in violation of any portion of the terms included in a conciliation agreement signed by the respondent and the director shall be guilty of an ordinance violation and subject to a fine of \$1000.00.

(d) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

(e) Any fine which is not paid on or before its due date shall accrue a one-time penalty in an amount equal to the original fine. Said penalty shall be collected in the same manner as the underlying fine.

(f) Revenue from fines incurred pursuant to Section 38-105(d) shall be allocated to the Civil Rights and Equal Opportunity Department to carry out enforcement.

(g) In the event any section, paragraph, sentence, clause, phrase or portions of this section is declared invalid for any reason, the remainder of this section shall remain in full force and effect.

Sec. 38-105. Housing.

(a) It is the policy of the city to provide, within constitutional limitations, for fair housing throughout the corporate limits of the city.

(b) Within this section, "protected trait" shall mean actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age sexual orientation or gender identity, gender expression, ethnic background, being a victim of domestic violence, sexual assault or stalking, or source of income.

(c) If the director finds probable cause of a violation of this section, the director shall notify the director of health of the violation and assist the director of health in any related investigation, in addition to pursuing any enforcement authorized by Chapter 213 RSMo, this chapter or other city ordinances.

(d) The following discriminatory housing practices shall be unlawful:

- (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of property offered for sale or rental, or otherwise make unavailable or deny a dwelling to any person, because of a protected trait, other than, in the case of a potential sale, source of income.
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection

therewith, because of a protected trait, other than, in the case of a potential sale, source of income.

- (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference or limitation based on a protected trait or an intention to make any such preference, limitation, or discrimination, other than, in the case of a potential sale, source of income.
- (4) To represent to any person, because of a protected trait, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available, other than, in the case of a potential sale, source of income.
- (5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular protected trait, other than, in the case of a potential sale, source of income.
- (6) For a person in the business of insuring against hazards to refuse to enter into or discriminate in the terms, conditions or privileges of a contract of insurance against hazards to a dwelling because of a protected trait pertaining to persons owning or residing in or near the dwelling, other than, in the case of a potential sale, source of income.
- (7) To discriminate in the sale or rental or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
 - c. Any person associated with that buyer or renter.
- (8) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.
- (9) To sexually harass a property owner or tenant.

- (10) To refuse to rent to a tenant solely on the basis of a rent-to-income ratio that does not take into account verifiable and lawful sources of income, such as vouchers, maintenance, disability payments, pensions, or other income supports. If a prospective tenant has a voucher, the landlord's requirement for any rent-to-income ratio shall apply only with respect to the portion of rent not covered by such prospective tenant's voucher amount, consistent with state and federal law, including, but not limited to, fair housing laws.
- (11) To refuse to rent to a tenant solely because of an adverse credit report or lack of credit history without reference to additional information provided pursuant to Section 38-105(e).
- (12) To refuse to rent to a tenant solely because of prior evictions or alleged damages without reference to additional information provided pursuant to Section 38-105(e), except that prior evictions or alleged damages that occurred within one year of the date that the tenant would begin a new rental agreement may result in refusal to rent to that tenant.
- (13) To refuse to rent to a tenant solely because of prior convictions or arrests without reference to additional information provided pursuant to Section 38-105(e).
- (14) To increase charges, reduce services, or require the tenant bear financial or other responsibility for any penalties imposed as a result of violating sections 38-105, 38-111 or 38-113.
- (15) It shall not constitute a violation of this subsection to deny a rental application based on reference to two or more factors described in Section 38-105(d)(10)-(d)(14).

(e) While a person may examine and consider a criminal background check, credit history, or rental history in reviewing an application for rental housing, the person shall review and consider additional information provided by the rental applicant, including, but not limited to, personal references, recency and status of any evictions, and any actions taken by the rental applicant to resolve past evictions, credit challenges, or alleged damages, the recency and severity of any convictions, the violent or sexual nature of any prior convictions, the facts or circumstances surrounding criminal conduct, the age of the applicant at the time of the conduct, the age or vulnerability of the victim of the conduct, evidence that the applicant has maintained a good tenant history in the intervening time, and evidence of rehabilitation efforts, consistent with state and federal law, including, but not limited to, fair housing laws. Denying an application based on reference to such factors specific to the individual applicant shall not constitute a violation of this Section.

- (1) An owner shall not be responsible for misinformation or incorrect information obtained from third parties as part of screening practices so long as the landlord uses reasonable diligence in assessing the veracity and reliability of third-party information, and identifies the third-party source used. An owner who used

misinformation or incorrect information to deny an application shall reconsider an application upon receipt of corrected information.

(f) Anytime a person denies an application for rental housing, said person must inform the prospective tenant that their application was denied.

(1) If a prospective tenant requests the rationale for their denied application, the person who denied their application must affirmatively state that it was not on the basis of their membership of a protected class or a protected trait as defined by this chapter, and inform the prospective tenant in writing of their rights as defined by this chapter.

(g) For purposes of this section, the term "discrimination" includes:

(1) A refusal to permit at the expense of the disabled person reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(2) A refusal to 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; or

(3) In connection with the design and construction of covered multifamily dwellings for first occupancy, a failure to design and construct those dwellings in a manner that:

a. The public and common use portions of such dwellings are readily accessible to and usable by disabled persons. This shall include at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;

b. All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

c. All premises within such dwellings contain the following features of adaptive design:

1. An accessible route into and through the dwelling;

2. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

3. Reinforcements in bathroom walls to allow later installation of grab bars; and
4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A117.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

- (4) For purposes of subsections (a)(7) and (8) of this section, discrimination includes any act that would be discrimination under 42 USC 3604(f)(3) through (9).

(h) Nothing in this section shall apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains or occupies one of such living quarters as the owner's residence, and if the dwelling contains any rooms, except hallways, which are shared by the families or the owner.

(i) Nothing in this section shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from discriminating in the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose on the basis of religion, sexual orientation or gender identity, or from giving preference to persons on those bases.

(j) In the event any section, paragraph, sentence, clause, phrase or portions of this section is declared invalid for any reason, the remainder of this section shall remain in full force and effect.

Sec. 38-106. Report on source of income discrimination.

(a) The director shall submit to the Mayor and City Council, on June 1 of each year, a report detailing the investigation and disposition, including prosecution, of complaints of source of income discrimination filed under Section 38-23.

(b) Such annual report shall include, among other things:

- (1) The number of discrimination complaints that were filed;
- (2) The number of complaints that resulted in a conciliation agreement, an ordinance violation, a referral to the director of the Health Department or a rental permit being placed on Special Probationary Status;

- (3) The number of fines issued, the number of fines collected, and the amount of each fine;
- (4) The names of property owners whose permits were suspended because they were found in violation of this chapter, and the number of complaints, but not the names of property owners against whom the complaints were filed, that resulted in a conciliation agreement, an ordinance violation, a referral to the director of the Health Department or a permit being placed on Special Probationary Status.
- (5) The total number of individuals who filed complaints, disaggregated by the following characteristics of such individuals:
 - a. Postal code of residence;
 - b. Age of head of household;
 - c. Household size;
 - d. Racial and ethnic identity;
 - e. Gender and sex identity;
 - f. Estimated length of tenancy;
 - g. Approximate household income;
 - h. Tenancy in rent-regulated housing;
 - i. Tenancy in housing operated by the Housing Authority of Kansas City;
 - j. Survey results indicating satisfaction of representation service and process;
and
 - k. Postal code of residence post-proceeding.

(c) The director will ensure that at the time the report is submitted, disaggregated data at the address level are made available on Open Data KC, of which includes attributes for each address as specified in Sec. 38-106(b).

(d) The director shall also conduct random audits four times per month of rental advertisements for discriminatory language against any protected group. The director shall also randomly conduct four fair housing testing audits per year. If the director finds discriminatory behavior in these investigations, they will pursue action accordingly.

(e) In the event any section, paragraph, sentence, clause, phrase or portions of this section is declared invalid for any reason, the remainder of this section shall remain in full force and effect.

Section 2. That Chapter 34 of the Code of Ordinances entitled "Health and Sanitation" is hereby amended by repealing Sections 34-831, 34-834, 34-837, 34-855, 34-856, and 34-857, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 34-831. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Direct family member means one's child, grandchild, mother, father, sibling, mother-in-law, father-in-law, grandparent, or the step equivalent of each of those.

Director means the director of health.

Hazardous area means areas of structures or buildings posing a degree of hazard greater than normal to the general occupancy of a building or structure, such as areas used for the storage or use of combustibles or flammable, toxic, noxious or corrosive materials, or heat-producing appliances.

Health hazard violation means a violation when in noncompliance, is more likely than other violations to contribute to injury, illness, or environmental health hazards.

Non-health hazard violation means a violation that poses a lesser threat to health and safety, but negatively affects health, and if left unaddressed, could become a health hazard violation.

Offer to rent means to extend an offer to enter into a written or oral agreement with a prospective tenant under which the prospective tenant shall occupy rental property as the tenant's residence.

Owner means any person not a tenant who, acting alone or jointly or severally with others:

- (1) Has legal title to any building or structure with or without accompanying actual possession thereof;
- (2) Has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure of part thereof; or
- (3) Is an agent or designee of a person listed in subsections (1) or (2) herein.

Permit means a permit issued by the director for making an offer to rent to a prospective tenant or owning, operating or managing rental property. The terms "permit" and "rental permit" are used interchangeably.

Permit holder means a person who is responsible for the operation of the rental property, such as the owner or the owner's agent, and who possesses a valid permit to operate a rental property.

Person means an association, corporation, individual, firm, partnership, other legal entity, government, governmental subdivision or agency.

Prospective tenant means a person who inquires about or applies to rent a rental property or rental unit from an owner for residential purposes

Re-inspection means an inspection conducted by the director to ensure corrective action is taken by fee permit holder subsequent to a previous inspection where noncompliance or violations of this article were found.

Rental property means a structure which consists of one or more residential rental units, where none of the tenants are owners or direct family members of owners. Duplexes in which one of the rental units is owner-occupied and rental units within an owner-occupied, single-family dwelling that is in compliance with the city's zoning codes shall not be considered rental property.

Rental unit means a rental property or part of a rental property used as a home, residence, or sleeping unit by a single person or household unit, or any grounds, or other facilities or area promised for the use of a tenant and includes, but without limitation, apartment units, boarding houses, rooming houses, mobile home spaces, and single and two-family dwellings.

Tenant means:

- (1) A person, not the legal owner, occupying a building or portion thereof as a rental unit; or
- (2) For purposes of this article, a purchaser under a contract for deed, rent-to-own agreement, or comparable executory agreement, where the purchaser resides in the premises and is not the legal owner of record, unless any such instrument or affidavit of equitable interest which specifically identifies the instrument is properly executed and filed of record with the recorder of deeds for the applicable county and a file stamped copy thereof, along with a copy of the referenced instrument, is provided to the director.

Utilities means all services necessary for a property to have lawful heat, lighting, wastewater, and potable hot and cold water, in accordance with habitability standards.

Sec. 34-834. - Duties of permit holder.

Upon receipt of a permit issued by the director, in order to retain the permit, the permit holder shall:

- (1) Comply with all provisions of this article and the rules and regulations promulgated by the director, as such provisions, rules and regulations may be amended from time to time, and also each and every condition and requirement endorsed upon such permit or any renewal thereof issued, as such conditions and requirements may be amended by the director;
- (2) Immediately notify the director if a life-threatening violation may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, gross insanitary occurrence or condition, or other circumstance that may endanger health;
- (3) Subject to subsection 34-846(d), allow representatives of the director access to the rental property for inspections and in emergencies when a life threatening violation may exist;
- (4) Comply with directives of the director including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives issued by the director in regard to the permit holder's rental property, or in response to community emergencies;
- (5) Accept notices issued and served by the director according to law;
- (6) Be subject to the regulatory, civil, injunctive, and criminal remedies authorized in law for failure to comply with this article or a directive of the director, including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives; and
- (7) Submit annual permit review documentation and health and safety inspection report that is in compliance with the requirements of the director with appropriate fee as required by director. No person shall submit a materially inaccurate inspection report.
- (8) Within 60 days following: a. Issuance of a permit or permit renewal by the director; and b. The commencement of a new tenancy, either: 1. Furnish a full copy of the permit to each tenant subject to the permit, or 2. For the full remaining term of the permit period post a full copy of the permit at the rental property in a conspicuous location reasonably calculated to come to the attention of each tenant subject to the permit.
- (9) Include a disclosure, in a form prescribed by the Director of the Civil Rights and Equal Opportunity Department, to all prospective tenants that informs prospective tenants of their rights against discrimination as defined in both the tenant's bill of rights and Chapter 38 of the Code of Ordinances entitled "Civil Rights" Sections 38-1, 38-23, 38-101 and 38-105, and Code of Ordinances Section 34-857.

Sec. 34-837. - Fees.

(a) *Initial application fee.* A fee of \$20.00 for each rental property is due at time of submission of the initial application for the permit.

(b) *Rental property annual permit fee.* A fee of \$20.00 per rental unit is due annually. All permits are annual permits and shall be valid from January 1 through December 31. The fee is due at the time of submission of the initial or renewal application for a permit, which shall be on or before December 31.

(c) *Inspection fee.* No fee shall be assessed for an initial inspection of a rental unit a re-inspection fee of \$150.00 shall be assessed for the re-inspection of the first rental unit; a \$100 re-inspection fee shall be assessed at the time of the re-inspection for every additional unit requiring re-inspection. The re-inspection fee shall be due 30 days after the director gives written notice to the permit holder as provided in section 34-866.

(d) *Payment of fee.* All fees must be paid when due by the permit holder.

(e) *Late fee.* A late fee equal to ten percent of the amount due shall be assessed per month for fees not paid when due. The director is authorized to create a fund using fees generated from late fees to assist tenants with tenant relocation costs.

(f) *Permit renewals.* Permit holders that have not paid fees within 90 days of the date due may be subject to permit suspension until all fees have been paid.

(g) *Reinstatement fees.* For properties that have had a permit suspended following action taken by a provision of this article, a \$300.00 reinstatement fee shall be assessed to reinstate the permit.

(h) *Special Probationary Status cost assessment.* For properties that have a permit placed on Special Probationary Status, an up to \$500.00 payment shall be required to cover the costs of the City-approved classes on housing discrimination, the Special Probationary Status program, and investigative costs of Section 38-105 investigations.

(i) *CPI adjustments.* The director shall have the authority to annually adjust all fees in this article to reflect an increase equal to an increase in the consumer price index (all items/all urban consumers/Kansas City, Missouri-Kansas) published by the United States Department of Labor, Bureau of Labor Statistics. The authorization for the director to annually increase fees shall be cumulative and the failure of the director to raise fees in any one year shall not waive the director's authority to cumulatively raise fees by the consumer price index for missed years. The adjustments, if made, shall be made by the director of health in conjunction with the adoption of the annual budget of the city.

(j) *Renewals.* The director will renew an existing permit once a permit fee has been received by the director regardless of whether an inspection has occurred. Suspended permits shall not be renewed until all conditions that warranted the suspension are abated. Revoked permits cannot be renewed.

(k) *Refunds*. There shall be no refund of any fee paid pursuant to this section.

(l) Remaining funds for childhood lead prevention and tenant relocation. One hundred percent of any funds remaining after administrative program expenses shall be allocated to the prevention of childhood lead poisoning and relocation costs for low-income tenants required by the director to move out of their home due to health or safety threats.

Sec. 34-855. - Notice of suspension; with prior warning.

Pursuant to this article and with prior warning, the director may suspend a permit for reasons such as:

- (1) Nonpayment of fees;
- (2) Denial of access to the director;
- (3) Life-threatening violations;
- (4) Violations still in existence at a third re-inspection; or
- (5) The director determines that a permit holder or representative at the inspection is in violation of the city Code of Ordinances.
- (6) The director has received notice from the Civil Rights Enforcement Office that, after an investigation, the Civil Rights Enforcement Office has found that a permit holder is in violation of the city Code of Ordinances.

Sec. 34-856. - Notice of suspension; without prior warning.

The director may suspend a permit by providing written notice to the permit holder or representative at the inspection, without prior warning, notice of hearing, or a hearing, if and when:

- (1) The director determines through inspection or other means as specified in this article, that a life-threatening violation or a life-threatening violation exists;
- (2) The director determines that permit holder or representative at the inspection is ignoring or refusing to correct a health-hazard violation that can be quickly remediated;
- (3) The director determines that permit holder or representative at the inspection is in violation of the city Code of Ordinances;
- (4) The permit holder or representative interferes with the director in the performance of his or her duties.

- (5) The director has received notice from the Civil Rights Enforcement Office that, after an investigation, the Civil Rights Enforcement Office has found that a permit holder is in violation of the city Code of Ordinances.

Sec. 34-857. - Term of suspension; reinstatement of permit.

(a) A suspension pursuant to clauses (1) through (5) of section 34-855 or 34-856 of this code shall remain in effect until the conditions cited in the notice of suspension no longer exist and their elimination has been confirmed by the director through re-inspection or other means as appropriate. The director may initiate any one, or a combination of, compliance methods that include, but are not limited to:

- (1) Holding a regulatory conference with the permit holder; and/or
- (2) Placing the rental property on probation to allow for a reinstatement of permit with corrective action plan;

(b) When the director issues a suspension pursuant to clause (6) of section 34-855 of this code, the director shall declare that the permit holder's rental permits within the affected rental property are placed on Special Probationary Status and shall notify the permit holder. This Special Probationary Status shall remain in effect until the permit holder has completed a corrective action plan as defined by the director of the Civil Rights Enforcement Office. Any corrective action plan shall include, but not be limited to:

- (1) Completing a mandatory three-hour class regarding housing discrimination laws, which shall be made available by the City or a third-party approved by the City, as necessary.
- (2) Paying a Special Probationary Status program cost assessment as defined by this chapter.
- (3) Paying a permit reinstatement fee as defined by this chapter.

(c) While a permit is on Special Probationary Status, the permit holder shall agree to do the following:

- (1) Refund application fees, or waive fees for renewing a previously submitted application, for prospective tenants who, as a result of violations of section 38-105 of this code, had their rental application denied
- (2) Submit all rental advertisements for any rental units within the affected rental property to the Civil Rights Enforcement Office prior to publication
- (3) Maintain a record of all denied rental applications in the affected dwelling and share them with the Civil Rights Enforcement Office upon request

- (4) Notify all prospective tenants of the affected rental property that the permit for the property is on Special Probationary Status pending completion of a corrective action plan
- (5) Refrain from initiating eviction proceedings against any tenant living in the affected rental property who, as a result of violations of section 38-105 of this code, were denied the opportunity to renew their original lease unless otherwise required to do so by law
- (6) Comply with all other obligations of existing leases, contracts, covenants, and other agreements with current tenants.

Section 3. That the City Manager is directed to:

(a) Provide notification of the substantive terms of this ordinance to tenants, landlords, and other interested parties through, among other things, City websites, city government television and video services, notices on City property, City communications, community events, and to conduct outreach with neighborhood associations, apartment buildings and tenant unions. This effort will exist in perpetuity and will not be exclusive to the first year of the ordinance's passage.

(b) Identify an annual source of funding to implement the provisions of this ordinance, including establishing a reasonable number of investigator positions within the Civil Rights and Equal Opportunity Department.

(c) Affix the substantive changes made by this Ordinance as an addendum to the Tenant Bill of Rights.

Section 4. That sections 1 and 2 of this Ordinance shall have an effective date of August 1, 2024. Section 3 shall become effective in accordance with Section 503(b)(1) of the City Charter.

Section 5. That the City Manager is directed to negotiate an intergovernmental agreement with the Housing Authority of Kansas City to establish a Landlord Risk Mitigation Fund Pilot Program (the "Program"). The Program shall include mitigation provisions as recommended based on staff research of the best practice policies of peer programs across the country

Section 6. That the City of Kansas City, Missouri shall fund the Program in amount not to exceed \$1,000,000.

Section 7. That the appropriation in the following account of the General Fund is reduced by the following amount:

24-1000-179990-B	Contingent Appropriation	\$1,000,000.00
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Section 8. That the sum of \$1,000,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund, Fund No. 1000, to the following account:

24-1000-552516-B

Landlord Programs

\$1,000,000.00

Section 9. That the Director of Housing is designated requisitioning authority for Account No. 1000-552516.

Section 10. Program Review. The city council shall review the Program provisions and requirements annually and determine whether to maintain, modify, or terminate the Program.

Section 11. *Landlord Liaison*. There shall be established within the Housing Department a Landlord-Tenant Liaison who will provide assistance and educational resources applying for reimbursement from the Program. The liaison shall:

- (a) Provide assistance in navigating requirements of voucher programs;
- (b) Provide assistance in applying for Program funds;
- (c) Fulfill other duties as assigned by the Director.

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:



Authenticated as Passed

[Handwritten signature of Joseph A. Guarino]

Joseph A. Guarino
Senior Associate City Attorney

Quinton Lewis, Mayor

Marilyn Sanders, City Clerk

JAN 25 2024

Date Passed

**Housing Assistance Payments (HAP) Contract
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).”

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

Enter address of unit, including apartment number, if any.

Section 4: Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

Section 6: Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

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

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

16. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

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

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

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

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from

which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

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

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD’s programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant’s family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed

changes in the lease other than as specified in paragraph b.

- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

- (a) It is the policy of the city to provide, within constitutional limitations, for fair housing throughout the corporate limits of the city.
- (b) Within this section "protected trait" shall mean actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age sexual orientation or gender identity, gender expression, ethnic background, or being a victim of domestic violence, sexual assault or stalking.
- (c) If the director finds probable cause of a violation of this section, the director shall notify the director of health of the violation and assist the director of health in any related investigation, in addition to pursuing any enforcement authorized by chapter 213 RSMo.
- (d) The following discriminatory housing practices shall be unlawful:
 - (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of property offered for sale or rental, or otherwise make unavailable or deny a dwelling to any person, because of a protected trait.
 - (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a protected trait.
 - (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference or limitation based on a protected trait or an intention to make any such preference, limitation, or discrimination.
 - (4) To represent to any person, because of a protected trait, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
 - (5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular protected trait.
 - (6) For a person in the business of insuring against hazards to refuse to enter into or discriminate in the terms, conditions or privileges of a contract of insurance against hazards to a dwelling because of a protected trait pertaining to persons owning or residing in or near the dwelling.
 - (7) To discriminate in the sale or rental or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
 - c. Any person associated with that buyer or renter.
 - (8) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.
 - (9) To sexually harass a property owner or tenant;
 - (10) To refuse to rent or to make any distinction or restriction for the rental of a dwelling unit solely because of the type of reasonably verifiable and lawful source of income. As used in this section, lawful source of income shall mean the lawful manner by which an individual supports themselves or their dependents, including but not limited to pay, child support payments, and rental assistance from a federal, state, local or nonprofit-administered benefit or subsidy program. In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (e) While a person may examine a criminal background check or rental history in reviewing an application for rental housing, the person shall review additional information provided by the rental applicant, including, but not limited to, personal references, recency and severity of any convictions, recency and status of any evictions, and any actions taken by the rental applicant to

resolve past evictions.

(f) For purposes of this section, the term "discrimination" includes:

- (1) A refusal to permit at the expense of the disabled person reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
- (2) A refusal to 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; or
- (3) In connection with the design and construction of covered multifamily dwellings for first occupancy, a failure to design and construct those dwellings in a manner that:
 - a. The public and common use portions of such dwellings are readily accessible to and usable by disabled persons. This shall include at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;
 - b. All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and
 - c. All premises within such dwellings contain the following features of adaptive design:
 1. An accessible route into and through the dwelling;
 2. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
 3. Reinforcements in bathroom walls to allow later installation of grab bars; and
 4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A117.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

(4) For purposes of subsections (a)(7) and (8) of this section, discrimination includes any act that would be discrimination under 42 USC 3604(f)(3) through (9).

- (g) Nothing in this section shall apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains or occupies one of such living quarters as the owner's residence, and if the dwelling contains any rooms, except hallways, which are shared by the families or the owner.
- (h) Nothing in this section shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from discriminating in the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose on the basis of religion, sexual orientation or gender identity, or from giving preference to persons on those bases.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190935, § 4, 12-12-19)

Sec. 38-21. - Powers and duties of director.

The director is hereby charged with administration and enforcement of all sections of this chapter and is hereby authorized and empowered to do the following:

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.
- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.
- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Sec. 34-859. - Revocation.

- (a) After notifying the permit holder of an opportunity for a hearing, the director may revoke a permit if:
- (1) Serious and repeated violation(s) of any requirement of the article or regulations have occurred;
 - (2) A suspension has been in effect longer than 90 days;
 - (3) There has been an assault upon or repeated interference with a representative of the director in the performance of his or her duty; or
 - (4) Permit holder fails to comply with a permit suspension order.
- (b) Any person whose rental property permit has been revoked by the director, after a period of six months, may make written application for a new permit and the director may request a conference to determine whether a new permit will be issued;

(Ord. No. 180248, § 5, 5-14-18)

Sec. 34-832. - Rental permit required.

- (a) A person may not offer for rent a rental unit without a valid rental permit issued by the director for the rental property of which the rental unit is a part. All owners now or hereafter owning, operating or managing a residential rental property, shall obtain a rental permit for each rental property from the director. The director shall issue the permit only after the applicant has submitted the application in its entirety with required documentation.
- (b) Provisions of this article do not apply to housing units that are only rented for periods of less than 30 consecutive days.
- (c) Rental permits and associated fees are non-transferable with any changes in ownership or management

(Ord. No. 180248, § 5, 5-14-18; Ord. No. 190597, § 1, 8-15-19)

Sec. 34-848.1. - Prohibitions.

- (a) No owner shall commit any act of housing discrimination, as described in section 38-105 of this code.
- (b) For all residential leases and rental agreements first entered into after the effective date of this ordinance, no owner shall require a security deposit or any deposit of money or property, however denominated, which is furnished by a tenant to a property owner to secure the performance of any part of the rental agreement, including damages to a unit, that exceeds the amount of two months' rent charged to the tenant for that residential unit. Such payment shall only be charged once.
- (c) An owner shall not enter the tenant's premises unless:
 - (1) the tenant gives written consent; or
 - (2) during reasonable hours, after giving notice to the tenant not less than 24 hours in advance and attempting to coordinate with the tenant to schedule a mutually acceptable time. Such notice shall specify the date and time of intended entry, the identity of the person or persons to enter, and the reason therefore.

The owner shall enter the premises only in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers or contractors; except that the owner may enter the dwelling unit without notice to the tenant in case of an extreme hazard involving the potential loss of life, property damage, ongoing criminal activity or in the case of tenant abandonment as determined by state law. The owner shall not abuse the right of access or use it to harass the tenant.

- (d) No owner shall refuse to accept and acknowledge receipt of a tenant's lawful rent payment.
- (e) No owner shall harass a tenant, as defined in section 50-159.
- (f) No owner shall violate Chapters 441, 534 or 535 RSMo.

(Ord. No. 190935, § 2, 12-12-19)

Sec. 34-863. - Violations generally; penalty; failure to obtain permit or renew.

- (a) Any person violating any provision of this article, the rules and regulations of the director, or the conditions and requirements contained in the permit, as any or all of such provisions, rules, regulations, conditions or requirements may be amended, shall be deemed guilty of an ordinance violation, and upon conviction thereof shall be punished as provided in section 34-864. Such violations apply to actions or inactions taken by the owner, permit holder, their agents, designees or employees.
- (b) Failure of any person to obtain a permit or keep the permit in force and effect by proper renewal thereof, where a permit is required, shall constitute a violation of this article.

(Ord. No. 180248, § 5, 5-14-18; Ord. No. 190935, § 2, 12-12-19)

Sec. 34-864. - Authorities; penalties.

- (a) Notwithstanding any other enforcement actions pursuant to this article, the director may seek to enforce the provisions of this article by instituting proceedings against the permit holder or other persons who violate its provisions.
- (b) Any person convicted of a violation of any provision of this chapter shall be punished for that violation by a fine of not more than \$1,000.00, or by imprisonment of not more than 180 days, or by both such fine and imprisonment. Each day on which a violation occurs is a separate violation.

(Ord. No. 180248, § 5, 5-14-18)

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

KENNEDY F. JONES, *et al.*,)
Plaintiffs,)
)
v.) Case No. _____
)
CITY OF KANSAS CITY, MISSOURI,)
Defendant.)

AFFIDAVIT OF KENNEDY F. JONES

I, Kennedy F. Jones, being first duly sworn, depose and state as follows:

1. I am over the age of eighteen and am competent to give this affidavit, which is based upon my personal knowledge and information provided to me and documents reviewed by me.

2. I am a licensed real estate broker. I obtained my salesperson license in 1986 and my broker license in 1988. I have been in the residential rental property business for over 30 years.

3. I currently own two residential rental units within the limits of the City of Kansas City, Missouri (the "City").

4. I am familiar with the federal housing choice vouchers authorized by Section 8 of the Housing Act of 1937 (the "Section 8" program).

5. I accepted Section 8 vouchers at some of my rental units until the early 2000s. I elected to stop accepting Section 8 vouchers at that time because I felt the terms and conditions of the Section 8 program were unjust and financially unconscionable, including the

burden imposed by complying with inspections required by the U.S. Department of Housing and Urban Development (“HUD”) and the local public housing authority (“PHA”).

6. At the time I stopped accepting Section 8 vouchers, I understood that landlord participation in the Section 8 program was voluntary.

7. I understand that landlord participation in the Section 8 program remains voluntary under federal law.

8. I am also familiar with Committee Substitute for Ordinance No. 231019, as amended (the “Ordinance”), which was passed by City Council on January 25, 2024, and went into effect on August 1, 2024.

9. I understand that the Ordinance prohibits source-of-income discrimination in part by making it illegal for a landlord to decline to rent to a Section 8 voucher-holder because they are a Section 8 voucher-holder. I further understand the Ordinance contains no exception for landlords who would otherwise choose not to participate in the Section 8 program.

10. I understand that the Ordinance prescribes penalties for landlords who are found to be in violation of its source-of-income discrimination provisions, including the imposition of fines, fees, and costs, and the potential suspension or revocation of the landlord’s rental permits.

11. I understand that by requiring landlords to either accept Section 8 vouchers for their residential rental units within City limits or risk being found in violation of the Ordinance and subject to its penalties, the effect of the Ordinance is to make landlord participation in the Section 8 program mandatory.

12. If I am compelled to participate in the Section 8 program, I understand that for each unit I rent to a Section 8 voucher-holder, I will be required to enter into a separate Housing Assistance Payments (“HAP”) contract with the PHA administering the Section 8 program. I understand that HAP contracts are mandatory, non-negotiable, and must be word-for-word in the form prescribed by HUD.

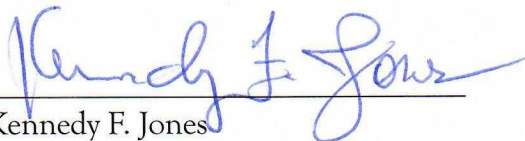
13. I understand that the HAP contract form that is currently in effect contains a number of provisions that would require me to grant the PHA and/or HUD access to my premises, records, and information, without requiring that the governmental entity first obtain either additional consent from me or a duly-issued warrant. I understand that these HAP contract provisions would constitute a waiver of my rights under the Fourth Amendment to the United States Constitution to be free from unreasonable searches and seizures.

14. I do not consent to waiving my Fourth Amendment rights, as I believe would be required under a HAP contract.

15. Due to my concern that participation in the Section 8 program would require me to waive my Fourth Amendment rights, in addition to other burdensome Section 8 requirements, I intend to continue declining to participate in the Section 8 program notwithstanding the enactment of the Ordinance.

16. Because I do not intend to accept Section 8 vouchers, participate in the Section 8 program, or sign any HAP contracts, I reasonably fear that the City will take action against me under the Ordinance, including imposing the penalties prescribed by the Ordinance.

FURTHER AFFIANT SAYETH NAUGHT.


Kennedy F. Jones

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Subscribed and sworn to before me, a Notary Public, this 29th day of
August, 2024.


Notary Public

My Commission Expires:
10-26-2026



IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

KENNEDY F. JONES, *et al.*,)
Plaintiffs,)
v.) Case No. _____
CITY OF KANSAS CITY, MISSOURI,)
Defendant.)

AFFIDAVIT OF STEPHEN J. VOGEL

I, Stephen J. Vogel, being first duly sworn, depose and state as follows:

1. I am over the age of eighteen and am competent to give this affidavit, which is based upon my personal knowledge and information provided to me and documents reviewed by me.
2. I am an engineer with a background in telecommunications equipment. I have been in the residential rental property business since 2011.
3. I currently own three residential rental units within the limits of the City of Kansas City, Missouri (the "City") through my single-member limited liability companies, 2012 LLC and 2013 LLC.
4. I am familiar with the federal housing choice vouchers authorized by Section 8 of the Housing Act of 1937 (the "Section 8" program).
5. I have never accepted Section 8 vouchers at any of my rental units.

6. When I began renting residential units, I looked into Section 8 program requirements. I elected not to participate in the Section 8 program due in part to the burdens imposed by Section 8 requirements, including the burden imposed by complying with inspections required by the U.S. Department of Housing and Urban Development (“HUD”) and the local public housing authority (“PHA”).

7. At the time I elected not to accept Section 8 vouchers, I understood that landlord participation in the Section 8 program was voluntary.

8. I understand that landlord participation in the Section 8 program remains voluntary under federal law.

9. I am also familiar with Committee Substitute for Ordinance No. 231019, as amended (the “Ordinance”), which was passed by City Council on January 25, 2024, and went into effect on August 1, 2024.

10. I understand that the Ordinance prohibits source-of-income discrimination in part by making it illegal for a landlord to decline to rent to a Section 8 voucher-holder because they are a Section 8 voucher-holder. I further understand the Ordinance contains no exception for landlords who would otherwise choose not to participate in the Section 8 program.

11. I understand that the Ordinance prescribes penalties for landlords who are found to be in violation of its source-of-income discrimination provisions, including the imposition of fines, fees, and costs, and the potential suspension or revocation of the landlord's rental permits.

12. I understand that by requiring landlords to either accept Section 8 vouchers for their residential rental units within City limits or risk being found in violation of the Ordinance and subject to its penalties, the effect of the Ordinance is to make landlord participation in the Section 8 program mandatory.

13. If I am compelled to participate in the Section 8 program, I understand that for each unit I rent to a Section 8 voucher-holder, I will be required to enter into a separate Housing Assistance Payments ("HAP") contract with the PHA administering the Section 8 program. I understand that HAP contracts are mandatory, non-negotiable, and must be word-for-word in the form prescribed by HUD.

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my rights under the Fourth Amendment to the United States Constitution to be free from unreasonable searches and seizures.

15. I do not consent to waiving my Fourth Amendment rights, as I believe would be required under a HAP contract.

16. Due to my concern that participation in the Section 8 program would require me to waive my Fourth Amendment rights, in addition to other burdensome Section 8 requirements, I intend to continue declining to participate in the Section 8 program notwithstanding the enactment of the Ordinance.

17. Because I do not intend to accept Section 8 vouchers, participate in the Section 8 program, or sign any HAP contracts, I reasonably fear that the City will take action against me under the Ordinance, including imposing the penalties prescribed by the Ordinance.

FURTHER AFFIANT SAYETH NAUGHT.

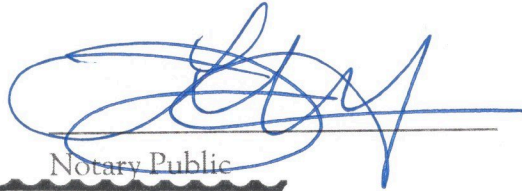


Stephen J. Vogel

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Subscribed and sworn to before me, a Notary Public, this 28th day of August, 2024.



Notary Public

My Commission Expires:
5.1.2027

