

RENTAL HOUSING GUIDE



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EQUAL HOUSING
OPPORTUNITY

Acknowledgement

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WHERE & HOW TO LOOK FOR A UNIT

Starting the Search.

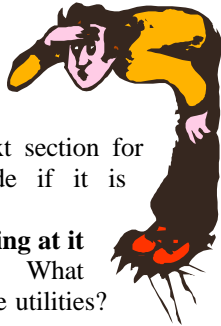
Think about what you need.

Is it close to where you work and shop? Is it on a bus line?

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

Never rent a unit without looking at it first. Really check it out. What condition is it in? How much are utilities? How is it heated?

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



Where to Look.

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

- The **Greater Lexington Apartment Association** (GLAA) phone number is 859-278-6540 or click on the web site www.greaterlaa.com.
- The **Apartment Finder** magazine can be found in several locations throughout Lexington, Georgetown and Richmond and on the web site www.ApartmentFinder.com.
- Other web sites www.apartments.com and www.rent.com.
- The local newspaper, the **Lexington-Herald Leader**, also prints apartment listings.
- The **Lexington-Fayette Urban County Housing Authority** (LHA) distributes an Accessible Accommodations Guide listing affordable and accessible rental units. Contact LHA by phone at 859-281-5060.
- **Tenant Services and Housing Counseling, Inc.** provides a list of Section 8 properties. Tenant Services is located at 258 Clark Street, phone: 859-258-3960.

What is Affordable?

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

A household should not spend more than **30%** of its monthly income on their **rent and utilities**

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

To figure out what is affordable for you:

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

Actually there are a couple of ways to find out:

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

Where and How to Look for a Roommate

In order to be able to afford an apartment you might have to get a roommate. Ask family, friends, co-workers and other acquaintances for referrals. There are advertisements in the paper for people who are looking to share a place. Bulletin boards around town often have those kinds of notices as well. There is also a website that you can check out at www.roommateaccess.com.

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

- **Is this arrangement okay with the landlord?** You don't want to move in and find out that the landlord wasn't aware and wants you or the roommate to move out.
- **Find out from the landlord how s/he will deal with problems.** For example, if one tenant doesn't pay or breaks the lease agreement, what happens to the "good" tenant?
- **Before you sign the papers, make sure the roommates are all clear about expectations they have of each other.** Talk about potential problems before they happen: sharing space, cleaning plans, noise, long distance calls, visitors, the refrigerator, etc. Put these understandings in writing, so no one can claim amnesia!

- **Set up some formal way to meet with each other to check in and make sure there are no problems.** Make plans for dealing with problems when they do arise.

UTILITIES



Sometimes utilities are included in the rent, but in most cases you will have to pay for installation costs as well as monthly utilities bills.

Electricity

Kentucky Utilities

1 Quality Street, Lexington, KY 40507

1-800-981-0600

8 a.m. to 5 p.m. Monday through Friday

New customers may apply in person or by calling the toll-free number above. Information needed: social security number, new address, old address, and employer. Deposit usually not required for homeowners. Apply at least three working days before service needed.

Blue Grass Energy

1201 Lexington Road, Nicholasville, KY 40356

PO Box 990, Nicholasville, KY 40340-0990

1-859-885-4191

7:30 a.m. to 4:30 p.m. Monday through Friday

New customers must telephone the office 24 hours in advance for service to be turned on. A contract will be mailed, which must be completed and returned within 10 days of connection date. A \$35.00 membership fee is charged. Deposit required: \$100.00 if residence is heated with gas; \$150.00 if residence is all-electric. (Deposit may be waived with good credit).

Natural Gas

Columbia Gas of Kentucky

2001 Mercer Road, Lexington, KY 40511

859-288-0020

8 a.m. to 5 p.m. Monday through Friday

Telephone the office to request service. Minimum two days advance notice is requested. If required, the security deposit is two months' billing based on prior year's average usage for that residence.

Telephone

Alltel

Local phone-marts:

318 East Main Street, Lexington, KY 40507

2325 Nicholasville Road, Lexington, KY 40503

Call 1-800-347-1991 to request service. Information needed: social security number, driver's license and address. Standard hook-up fee: \$47.35.

Water

Kentucky-American Water

2300 Richmond Road, Lexington, KY 40502

859-268-6300

8:00 a.m. to 4:30 p.m. Monday through Friday

Telephone the office 24 hours in advance to request service. No deposit is required.

Cable Television

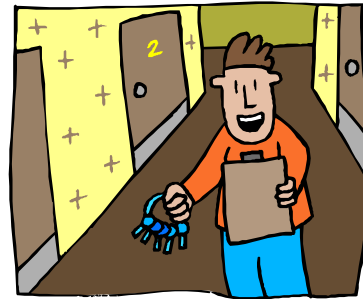
Insight Communications

2544 Palumbo Drive, Lexington, KY 40509

859-514-1400, 9 a.m. to 8 p.m. Monday through Friday; 9 a.m. to 5 p.m. Saturday

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

MEETING THE LANDLORD



- **First impressions really count!** The more organized you are, the greater the chance that you will impress the landlord and get the place you want.
- **Dress to impress.** Wear clothes that you would wear to an interview.
- **Tidy the car.** Landlords admit to peeking into a prospective tenants car to check the condition.
- **Be prepared.** Have all of the information that a landlord may ask for: names, current address, social security numbers, bank account numbers, credit reports, reference letters, and references names and phone numbers. This gives you an edge on the next person who may be applying.
- **Ask questions.** Do not be afraid to ask questions! In fact, it is a good idea

to bring a list of questions that you want to ask the landlord.

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

SECURITY DEPOSITS

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



How much is too much?

The law does not say how much a landlord can charge for a security deposit. Based on the length of the lease, the following are general guidelines that you may use to determine the reasonableness of the landlord's request.

Week to week lease - No more than 2 weeks rent
Month to month lease - No more than 1 months rent
Any longer lease agreement - No more than 2 months rent

Remember, these guidelines are not based on any law or other requirements. If a landlord requests a deposit outside of these general guidelines you may wish to continue your housing search or consult one of the agencies on page 16 for further assistance.

You will lose a deposit if you;

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

How to get your deposit back.

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

PROPERTY INSPECTIONS

Property inspection is also called the **“walkthrough.”** This inspection allows you to document the condition of the rental before you move in. Using the form on pages 23 and 24, walk through the rental with the landlord. Check each room thoroughly for damage. If the landlord is unavailable, do this on your own or with a friend as a witness.

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

SIGNING THE LEASE

Before you move in, you will need to sign a lease, which is an agreement

between you and your landlord about the terms of your stay in the apartment.

IT IS VERY IMPORTANT TO HAVE A WRITTEN LEASE,

ALTHOUGH IT IS NOT REQUIRED. Keep a signed copy for your records. Make sure you read and understand the lease. If you do not understand something, ask questions. Remember: when you sign a lease, you are agreeing to play by the rules set out in it. Unless the lease is illegal, you will be held to it and can be evicted if you break any part.

At the very minimum, the lease should include:

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

Some unenforceable lease terms:

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



- If it limits the tenant's right to sue the landlord.

Types of Leases

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

Fixed Term Tenancy: Typically 6 months to 1 year. You will still pay by the month, but you agree to stay for the full term of the lease. The landlord can not ask you to move unless you violate the agreement. Your rent can not be raised during this time period (unless the lease says differently). If you break the lease, you may be held responsible for the rest of the rent (you may be able to sub-lease, but you must check with the landlord first). Notice to move in a year – year lease is 30 days.

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

EARLY TERMINATION OF A LEASE



Since a lease protects both tenant and landlord it is important to **do your best to honor it.**

Hopefully you have signed the lease for exactly the right amount of time. But if you did not, **check your lease.** It may tell you what to do next.

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

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

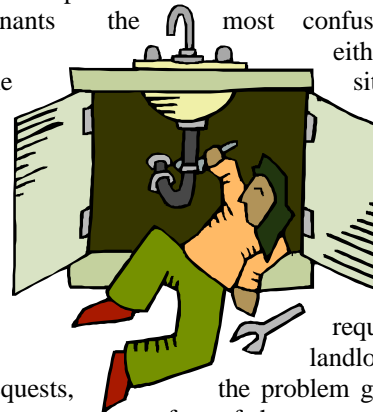
In the end, **you are responsible for paying any rent that the landlord loses due to a lag between your leaving and someone else moving in.** The landlord

has a duty to take prompt steps to re-rent the apartment.

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

REPAIRS: WHO IS RESPONSIBLE?

This topic can often cause both landlords and tenants the most confusion. At times either side will see the situation as the other person's problem.



Also, if the tenant does not make early repair requests, or if the landlord ignores these requests, the problem grows and affects the safety of the tenant and the value of the home; causing even more problems between tenant and landlord.

Landlord Responsibilities

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

Normal Wear and Tear

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

All units will undergo some wear and tear. Someone in a unit for only 6 months will have less wear and

tear than someone in a unit for 5 years. The following are some examples:

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

Tenant Responsibilities

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



Making requests for repairs

- **Expect the best from the landlord. Call and let the landlord know about the problem.** Try to call during business hours, unless there is an emergency, or you have left messages and received no response.
- **Follow this call with a dated letter** that confirms all that was discussed in the conversation; the problem, how long it has occurred, and how it has affected you or the property. Include any agreements that the landlord may have made during the conversation about dealing with it. You might consider delivering this letter in person, or send certified mail (return receipt requested) so that you know for certain that the landlord got it.
- **Keep copies of all letters sent,** and a record of the number of times you spoke on the phone or left messages. Also make notes during any conversation.

- **If agreements are made about the way that the situation will be resolved, send the landlord a letter that summarizes the points of the agreement.** Invite the landlord to correct any points that may have been misunderstood. Keep a copy for yourself.

If your landlord does not respond:

- **Do NOT withhold your rent.** This will only open you up to a possible eviction due to non-payment of rent. State law does allow tenants to pay for small repairs and deduct the amount spent from the rent, **ONLY** if the landlord has not acted on the problem in a reasonable amount of time and it is a repair that is about health or safety. Contact a lawyer for details.
- **Make a complaint to the building/housing code enforcement agencies that are listed in this guide.**
- **Before you make a complaint, consider the following:**
 - **Your case is stronger when you have records of your communication with the landlord.**
 - **It is illegal for a landlord to evict a tenant in retaliation for making a complaint, or after asking for repairs.** However, some may still try. You can be evicted if you are behind on your rent or have broken the terms of your lease.
 - If your unit can be repaired with you in it, you do not have to move.
 - If you do not have a lease, or your lease is almost up for review, consider talking to a Housing Clinic counselor to think through some of the details.
 - If you have concerns about any of these things, you may need to contact a lawyer. Check the yellow pages. If you can not afford a lawyer, call Legal Aid at 859-233-4556, Tenant Services at 859-258-3960, or the University of Kentucky Legal Clinic at 859-257-4692. A lawyer can work with you to discuss your options and can represent you if action must be taken against the landlord. **Good**

record keeping helps your case.

SUBSTANDARD HOUSING

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

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



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

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

In Lexington/Fayette County (*this information is from the LFUCG website at <http://www.lfucg.com/publicsafety/codeenf/index.asp>*)

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

Division activities are organized into two programs:

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

Complaint Inspections: Complaints originating from tenants, neighbors and/or other concerned parties are received by division staff who inspect the properties and note violations. A notice is sent informing property owners of the required repairs and

time limitations for those repairs. Properties are reinspected for compliance with the notice at designated times during this process. If the owner does not cooperate in making the required repairs to a property, Lexington's Code of Ordinances provides avenues for civil penalties and/or court prosecution.

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

If you feel your rental unit is in substandard condition, call Code Enforcement at 859-258-3270 to request an inspection. They will require the following information:

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

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

EVICTION

You can be evicted for not paying rent or for violating the terms of your lease (see page 5 for more on leases). The following information is from "Landlord-Tenant Rights and Responsibilities 2001" a booklet distributed as a public service by the Fayette County Bar Association.

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

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



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

Yes! Some landlords will not give the required legal notice or will not give it in the proper manner. The landlord should not be entitled to an eviction judgement under these circumstances, but the tenant

must be in court to tell the judge that the tenant did not receive proper notice.

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

What is the required notice for eviction?

The landlord must give a :

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

Or fourteen day written notice of the intention to evict for other non-compliance with the lease.

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

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



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

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

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

Can the landlord evict the tenant for any reason?

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

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

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

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

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

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

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

What is the court process for eviction?

The tenant would receive an eviction form called "Forcible Detainer Warrant," served by the constable. The tenant should carefully review the form and **SEE A LAWYER**.

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



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

FAIR HOUSING LAW

Fair Housing Law forbids discrimination in housing because of a person's race, color, religion, sex, national origin, familial status (presence of family member under the age of 18 in the household),

disability and or sexual orientation/gender identity. (In KY, sexual orientation/gender identity are only covered in Lexington-Fayette County and Louisville-Jefferson County). These are its provisions.

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

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

It is unlawful:

- To coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of any housing right.
- To discriminate in granting rates, terms, conditions or services of financial assistance in real estate transactions.
- To discriminate in the making or purchasing of loans.

It is unlawful for real estate operator or financial institution:

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

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

Reasonable Accommodations and Modifications:

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

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

Examples of reasonable accommodations include:

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

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



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

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

Occupancy Policies:

When a housing provider limits the number of occupants in a unit, it may impact families with children more severely than families without children. Under the fair housing laws, housing providers can restrict the number of occupants in a unit and may do so under appropriate circumstances based on reasonable non-discriminatory business

factors such as the number and size of sleeping rooms.

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

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

LFUC Human Rights Commission
Ph: 859-252-4931 Fax/TDD: 859-252-7057
162 E Main St, Ste 226, Lexington, KY 40507
E-mail: lfuchrc@qx.net
Website: www.lfuchrc.org

Lexington Fair Housing Council
Ph:859-971-8067
205 E. Reynolds Rd., Ste. E, Lexington, KY 40517
E-mail: crosbylfhc@hotmail.com

LEAD PAINT



What is Lead Paint?

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

The Dangers of Lead Paint.

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

How to Protect Your Family.

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

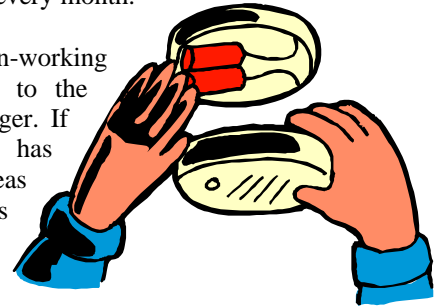
- Keep your home clean and dust free. Using wet mops and cloths to keep the floors and windowsills free of dust can cut down on your hazard.

- Wash hands often. It is especially important for children to have clean hands before they eat.
- Repair chipping or flaking paint. But NEVER sand, scrape, or burn paint that is lead-based. This puts lead dust in the air that can be inhaled.
- Have children tested for elevated blood lead levels.

SMOKE ALARMS AND FIRE SAFETY

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

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



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

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

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

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

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

RENTERS INSURANCE

Why would you need renters insurance?

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

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



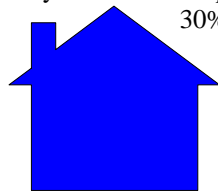
Renters insurance pays if your personal property is damaged or stolen. It can cover fire and smoke damage, theft, vandalism, damage from windstorms and hail, damage from explosions, water damage from plumbing problems, and many other hazards. It also protects you from liability if an

accident happens in your home and may pay your temporary living expenses if an emergency forces you to leave your home.

Renters insurance usually costs less than \$12 a month. Some policies cover more than others, so shop around. Make sure to ask about: contents coverage, replacement value coverage, living expense coverage, liability and theft, what is not covered, deductibles, and discounts. If you have questions about insurance, contact the National Insurance Consumer help line: 1-800-942-4242.

SECTION 8 AND PUBLIC HOUSING

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



Public Housing

After a family has made an application and come to the top of the waiting list, that family will get the next open apartment. **The attraction:** as soon as you reach the top of the waiting list you have housing.

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

Section 8

After a family reaches the top of the Section 8 waiting list, they are given a voucher. This allows them to find a rental unit on the private market and still have their rent adjusted to their income. **The attraction:** a family can live in a privately owned rental unit, which gives them more flexibility in choosing where they want to live. **The drawback:** the family is responsible for finding a landlord who will accept the subsidy.

Where to get more information:

Lexington-Fayette Urban County Housing Authority
Central Administrative Offices
300 West New Circle Road
Lexington, KY 40505
Ph: 859-281-5047

Are you interested in becoming a homeowner? If so, contact:

Community Reinvestment Alliance of Lexington (CRAL)

498 Georgetown St., Ste. 201
Lexington, KY 40508
Ph: 859-231-7055

Community Ventures Corporation

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

Kentucky Housing Corporation

1231 Louisville Rd.
Frankfort, KY 40601
Ph: 800-633-8896
<http://www.kyhousing.org/>

Lexington-Fayette Urban County Housing Authority

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

R.E.A.C.H.

Resources, Education, and Assistance for Community Housing
733 Red Mile Rd.
Lexington, KY 40504
Ph: 859-258-3535

Tenant Services and Housing Counseling, Inc.

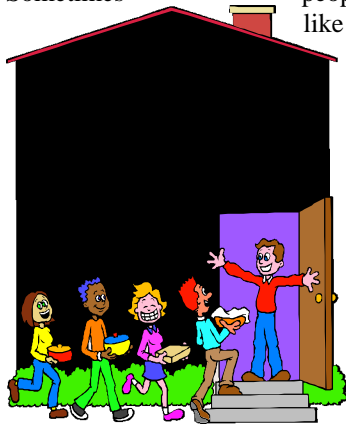
258 Clark Street
Lexington, KY 40507
Ph: 859-258-3960

http://www.lfuchrc.org/Tenant_Services/tenant_services.htm

RENTAL HISTORY AND CREDIT REPORTS

At some point you may be in a bind. Outside problems like a job layoff, divorce, or serious illness can make it difficult for you to pay your bills, even your rent.

Sometimes



people make bad choices, like having loud destructive parties, keeping pets when the lease does not allow them, or choosing to pay car or other consumer debts before rent. “Guilt” or “innocence” may or may not matter to a landlord. Bad rental histories do not just disappear. In fact,

there are companies that can help landlords investigate the history of a new tenant. Some of these record investigations can go back to when you were 18 years old. So, if you do have a bad history you need to be prepared to deal with it head on.

Tips to overcome a poor rental history:

- **Be up front with the new landlord.** Most would rather hear from you than find out from someone else later in the application process.
- If your history is due to things outside your control, present **information that can prove the hardship** (e.g. letter from former employer). Also, **explain how things are different now.**
- **Accept responsibility for your past.** If you screwed up, do not blame others. Figure out why things happened the way they did and figure out a way to keep it from happening again. **Work with counselors to come up with a plan to get housing.** It may take some work to clean up your record, but it will never go away if you do not make it happen.

- **Start small.** If you have a really bad rental history that is keeping you from finding a new place, you may have to start in a shelter, halfway house, or boarding house. Think of it as steps on a ladder.
- **Develop new relationships** through work, volunteering, etc. **Get written support** (with examples of your new attitude, accomplishments, etc.) **from these new, credible sources.** (Letters from mom will not help.)
- **Work with a consumer credit counselor** and provide your landlord with documentation of this effort and your new, improved payment history.



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LOCAL FAIR HOUSING RESOURCE AGENCIES

Access to Justice Foundation (859-255-9913)

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

Kentucky Commission on Human Rights (1-800-292-5566 or (502) 588-4024)

The Kentucky Commission on Human Rights was established in 1960 to encourage fair treatment and discourage discrimination. The Kentucky Civil Rights Act prohibits discrimination based on race, color, religion, national origin, age (40 and over), sex (includes pregnancy and sexual harassment), disability and familial status (in housing) in employment, housing, public accommodations and financial transactions. The Kentucky Commission on Human Rights receives, initiates, investigates, seeks to conciliate, hears and rules on complaints alleging violations of the Kentucky Civil Rights Act. The Commission states that it is purpose to eradicate discrimination in the Commonwealth through enforcement of the Kentucky Civil Rights Act.

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

Legal Aid of the Bluegrass (LAB) utilizes staff attorneys, paralegals, and volunteer lawyer services to offer free legal assistance to low-income residents in Anderson, Bourbon, Boyle, Fayette, Franklin Harrison and Jessamine counties. Areas of priority are public benefits, housing, family, employment discrimination consumer health care, special needs of the elderly, and tort defense.

Lexington Fair Housing Council (859-971-8067)

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

Lexington-Fayette Urban County

Human Rights Commission (859-252-4931)

It is the purpose of the LFUC Human Rights Commission to safeguard all individuals within Lexington-Fayette County from discrimination because of race, color, religion, national origin, sex, age, disability familial status and sexual orientation/gender identity in connection with employment, housing and public accommodations. The Commission is committed to furthering fair housing in Lexington/Fayette County and serves as a supporter of affordable and fair housing for all. The Commission is involved in many collaborative efforts with various local organizations that support fair housing.

Office of Fair Housing and Equal Opportunity

Kentucky State Office - US Department of Housing of Urban Development (502-582-6163)

The Office of Fair Housing and Equal Opportunity administers federal laws and establishes national policies that make sure all Americans have equal access to the housing of their choice. Particular activities carried out by the Office of Fair Housing and Equal Opportunity include implementing and enforcing the Fair Housing Act and other civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments Act of 1972, and the Architectural Barriers Act of 1968.

FREQUENTLY CALLED NUMBERS & WEB SITE INFORMATION

Access to Justice Foundation
859-255-9913
<http://www.accesstojustice.org/NKLAS.html>

Central KY Lawyer Referral Service
859-225-8644
<http://www.fcba.com/index.cfm>

Fayette County Public Schools
859-281-0100
<http://www.fayette.k12.ky.us/>

Greater Lexington Apartment Association
859-278-6540
<http://www.greaterlaa.com/>

H.O.P.E. Center
859-252-7881
<http://www.hopectr.org/default.aspx>

Legal Aid of the Bluegrass
859-233-4556
<http://www.accesstojustice.org/NKLAS.html>

Lexington Fair Housing Council
859-971-8067
<http://www.geocities.com/lexingtonfairhousing/>

Lexington-Fayette County Health Department
859-252-2371
<http://www.lexingtonhealthdepartment.org/>

Lexington-Fayette Urban County Government
Division of Adult Services
859-258-3810

www.lfucg.com

Lex Linc Community Development Federal Credit
Union
859-381-1302
<http://www.lcdfcu.com/>

LexTran
859-252-4936

LFUCG Adult Services
859-258-3810
<http://www.lfucg.com/SocialSvcs/AdultSvcs/Index.asp>

LFUC Housing Authority
859-281-5060

LFUC Human Rights Commission
859-252-4931
www.lfuchrc.org

Tenant Services and Housing Counseling
859-258-3960
http://www.lfuchrc.org/Tenant_Services/tenant_services.htm

UK College of Law Legal Clinic
859-257-4692

United Way's First-Link of the Bluegrass
859-313-5465
<http://www.uwbg.org/findhelp>

Salvation Army
859-252-7706
<http://www.salvationarmy-lex.org/index.html>

SAMPLE RESIDENT SELECTION POLICY

From the Lexington Apartment Association web site www.greaterlaa.com posted by John P. Schrader, Attorney, Sherrow, Schrader, and Sutherland, PSC.

We do business in accordance with Federal, Kentucky and local Fair Housing Laws. We recognize that it is illegal to discriminate against any person because of race, national origin, color, religion, sex, handicap, family status, sexual orientation or gender identity.

We utilize a thorough screening process to maintain the quality of our neighborhood, and to try to make sure that people do not use our rental units for illegal activity.

Please review our application criteria. If you meet the criteria, please apply. If you meet the criteria and are accepted, you will have the peace of mind of knowing that other persons who reside at this property have been screened with equal care, and as a result, there may be a reduced risk of illegal activity in our neighborhood.

1. GENERAL REQUIREMENTS FOR APPLICATION

All adults to occupy the premises must complete an application form. All application forms must be filled out completely. If any line is not filled in, or the omission explained satisfactorily, it will not be considered. A photo ID (driver's license or other government issued photo identification card, which shows you as you look now) and a second piece of ID as well for each adult to occupy the premises must be presented with the application. Head of household must be at least eighteen (18) years of age.

2. SCREENING OF APPLICANTS

When an application is completed, it will be necessary for us to review several documents to insure that our criteria are met. In addition to two forms of identification of each occupant, the following applicable documents will be required:

- A. Third Party Verification of all income. Gross monthly income must be at least 3 times the required monthly rent, or a qualified guarantor will be required. We must be able to verify independently the amount of and stability of your income. (For example, pay stubs, contact with employer, or tax records, at our option. If self-employed, business license, tax records and bank records will be required.)
- B. Police arrest record for every household member over 18 years of age for each state or community that landlord deems necessary.

3. CREDIT REPORT

Landlord will run a credit check on each individual over eighteen (18) years of age. Authorizations will be required. The application will be rejected if the credit reports reveal any of the following:

- A. Bankruptcy filed within last 7 years;
- B. One (1) or more bad debts turned over for collection within the last 12 months;
- C. A collection amount owed to utilities companies which prevents applicant from obtaining utility service; or
- D. An outstanding balance owed to another landlord.

4. POLICE RECORD CHECK

In order to see that none of the residents at our community have a history of criminal activity that would be considered a threat to property or to the peaceful enjoyment of the premises by other residents, we will review the police arrest records of each person to occupy the premises. The application will be rejected if the records check shows a history of any of the following:

- A. Any drug related conviction during the past five (5) years unless documentation can be provided from a private or public agency of complete rehabilitation for at least two (2) years;
- B. Any felony conviction during the past ten (10) years;
- C. Any periods of incarceration totaling in excess of twelve (12) months during the past ten (10) years; or
- D. In excess of two (2) misdemeanor convictions, or any violent crime misdemeanor convictions, during the past five (5) years. Traffic violations are not included, unless they involve property damage or injuries to persons for which restitution has not been made.

5. RENTAL HISTORY

If you are related by blood or marriage to one of the previous landlords you list on the application, or if your rental history does not include at least two previous landlords or home ownership, we will require a qualified co-signer on your rental agreement. It is your responsibility to provide us with the information to contact your past landlords. We

reserve the right to deny your application if, after making a good faith effort, we are unable to contact your past landlords to verify an acceptable history. The following are unacceptable for acceptance of your application:

- A. A history of any social nuisance or physical hazard for other residents at a present/previous residence;
- B. A history of damage and/or poor housekeeping habits at present/previous residence;
- C. A history of failure to pay rent in a timely manner at present/previous residence (i.e. late rent payment in excess of 20% of the months the unit was occupied by applicant);
- D. A history of applicant interfering with the peaceful enjoyment of the property by other residents at present/previous address;
- E. A balance owed at move-out to a previous landlord;
- F. Allowing unauthorized persons to live in the unit;
- G. Furnishing false information to a present/previous landlord;
- H. A history of failing to cooperate with or harassment of landlord or its agents or employees;
- I. A history of having been evicted. If there is only one prior eviction for non-payment, and the circumstances can be justified by loss of employment or medical expenses, you may be accepted with a qualified co-signer.

The application will also be rejected if information reported by applicant cannot be verified or if the application was incorrect and/or incomplete. (For example, if the application contains any false information or if any relevant information has been omitted from the application, the application will be denied.)

Note: If any false or missing information is found after a rental agreement has been signed, the rental agreement will be terminated, and all occupants will be evicted.

6. ACCEPTANCE OF APPLICATION

We will accept the first qualified applicant who is willing to sign a lease for earliest occupancy that we have available.

If the application is accepted, each occupant will be required to sign a rental agreement in which they will be required to abide by the rules of the community. The agreement has been written to help us prevent illegal activity from disturbing the peace of our residents and to make sure that we can give our residents the best housing possible. **Please read the rental agreement carefully before signing.**

You are required to pay a non-refundable application fee of \$_____. In addition, you are required to give us a holding fee of \$_____ along with your application. If the application is accepted, the holding fee paid will be applied to a security deposit, after a walk-through inspection of the premises to be leased. Your failure to sign a rental agreement after our acceptance of your application will also result in forfeiture of the holding fee.

Acknowledgement

I have read and understand, and agree to, all of the terms of the above Resident Selection Policy.

APPLICANT

DATE

Sample Application for Housing Lease

From the Lexington Apartment Association web site www.greaterlaa.com posted by John P. Schrader, Attorney, Sherrow, Schrader & Sutherland, PSC.

The information requested below is to permit the Owner to make decisions as to the general suitability of each applicant. The information provided by the applicant is being relied upon by the Owner in determining whether or not to enter into a Rental Agreement. True and complete answers must be provided in response to each inquiry. Any misrepresentation or omission of facts is cause for this application to be rejected and any Rental Agreement entered into pursuant thereto will be cancelled immediately.

APPLICANT'S NAME: _____

THE ONLY OTHER NAMES THAT I HAVE USED DURING THE PAST 7 YEARS ARE: _____

CO-APPLICANT'S NAME: _____

STREET ADDRESS: _____ APT # _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____

SS NUMBER: _____

PRESENT LANDLORD: _____

LANDLORD'S ADDRESS: _____

----- RESIDENCE HISTORY -----

PLEASE GIVE YOUR RENTING HISTORY FOR THE LAST FIVE YEARS.

Former Address, Previous Landlord, Landlord's Address or Telephone, Length of Residence, Monthly Rent, Reason for Moving

Have you ever been evicted or asked to move? _____

If yes, explain _____

Names and phone numbers of two friends or relatives that we can contact if we are unable to reach you.

NAME: _____ TELEPHONE: _____

NAME: _____ TELEPHONE: _____

THE INFORMATION ON THIS PAGE IS TRUE AND COMPLETE.

INITIAL

Will you be lawfully living in the United States?

_____ Yes. Please explain. _____
My birth certificate or other documentation is attached.

_____ No.

LIST ALL OTHER PERSONS WHO WILL LIVE IN THIS RENTAL UNIT.

FULL NAME RELATIONSHIP BIRTHDATE

EMPLOYMENT – List all full and/or part-time employment for all household members.

HOUSEHOLD MEMBER	NAME & ADDRESS OF EMPLOYER	GROSS EARNINGS	
		Current	Anticipated
_____	_____	\$ _____	\$ _____
_____	_____	per _____	per _____
_____	_____	\$ _____	\$ _____
_____	_____	per _____	per _____
_____	_____	\$ _____	\$ _____
_____	_____	per _____	per _____

OTHER SOURCES OF INCOME: (Welfare, Social Security, S.S.I., pensions, unemployment compensation, interest, babysitting, alimony, child support, annuities, income from rental property, scholarships and/or grants, etc.)

HOUSEHOLD MEMBER	SOURCE	AMOUNT
_____	_____	\$ _____ PER _____
_____	_____	\$ _____ PER _____

THE INFORMATION ON THIS PAGE IS TRUE AND COMPLETE.

INITIAL

CREDIT REFERENCES

Company Address Telephone

Company Address Telephone

Company Address Telephone

Company Address Telephone

AUTOMOBILE _____
Year Make & Color License No. State

AUTOMOBILE _____
Year Make & Color License No. State

WE REJECT APPLICANTS WITH A HISTORY OF CRIMINAL ACTIVITY THAT DOES NOT COMPLY WITH OUR RESIDENT SELECTION CRITERIA.

HAVE YOU EVER BEEN CONVICTED OF A FELONY? _____

HAVE YOU EVER BEEN CONVICTED OF A MISDEMEANOR? _____

LIST ALL CONVICTIONS BELOW.

COURT OF CONVICTION	OFFENSE	DATE OF CONVICTION	PENALTY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE INFORMATION ON THIS PAGE IS TRUE AND COMPLETE.

INITIAL

ACKNOWLEDGEMENT OF ACCURACY AND CONSENT TO VERIFY

I HEREBY VERIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND COMPLETE.

I FURTHER GIVE OWNER (AND/OR ITS AGENTS OR EMPLOYEES) THE AUTHORITY TO VERIFY ANY AND ALL INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING OBTAINING RECORDS OF ALL LAW ENFORCEMENT AGENCIES CONCERNING MY HISTORY.

APPLICANT SIGNATURE _____ DATE _____

STATE OF KENTUCKY)
:
COUNTY OF FAYETTE)

Acknowledged, subscribed and sworn to before me by _____, this the _____ day of _____, _____.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

Inspection of the Rental Unit Inspeccion de la Vivienda

Landlord Name:

Date:

Landlord Signature:

Tenant Signature:

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

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

Substandard Housing Complaint Form
Complaints in Lexington/Fayette County:

LFUCG Division of Code Enforcement
Ph: 859-258-3270 Fax: 859-425-22274
101 E Vine St, 1st Floor
Lexington, KY 40507

Address of property _____
Name of resident (if known) _____ Anonymous
Name of person making the complaint _____ Anonymous
Name of owner or property manager _____
Address and phone number _____

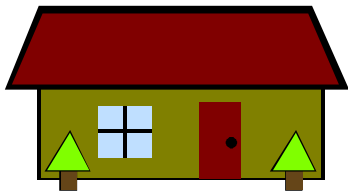
Apartment House Mobile Home

Check the unsafe condition(s) of the property:

- No operating heating facilities between November 1 and March 30 of any year.
- No potable (drinkable) water services.
- No hot water supply.
- No electricity.
- Failing or failed primary structural members that threaten the stability of the dwelling and/or visible structural defects that appear to render the structural members ineffective (foundation of other structural beams or parts falling down or giving way).
- Improperly operating or no sanitary facilities.
- Overloaded, non-isolateable electrical circuits or unsafe or exposed electrical wiring.
- Presence of raw sewage or open sewer, inside the dwelling, whether from broken, plugged or inoperative fixtures or pipes inside the dwelling or migrating into the dwelling from outside.
- Presence of uncontained flammable or combustible liquids or gases, poisonous solids, liquids or gases or life/health-threatening depletion of oxygen.
- Missing roof, or part of roof missing.
- Chimney flues clogged.
- The dwelling is a physical threat due to immediate possibility of collapse.
- The primary means of exit or escape in case of fire or other emergency is blocked or structurally unsafe.
- Occupancy of habitable space that does not meet below-grade occupancy standards.
- Internal accumulation of garbage.
- Interior wall sheathing or sheeting that is not present, or has been removed, to a point where there is little or no protection from spread of fire from story to story, or from other habitable spaces to bedrooms.
- Generally concerned about the listed property's condition, but do not know the specifics.
- Believe that the unit has not been inspected, and should be according to the minimum housing code ordinance.
- Other concerns: _____

EMERGENCY ASSISTANCE

Housing



Bellewood Presbyterian Home for Children
4400 Briar Hill Road
859-294-7080
Shelter for children at risk age 0-10 years

Hope Center
360 West Loudon Avenue
859-252-7881
Men Only

M.A.S.H. Drop Inn
536 West 3rd Street
859-254-2501
*Emergency Shelter and Safe Place
(Youth Only age 11-17 years)*

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

Salvation Army
736 West Main Street
859-252-7706
Emergency housing for families and single women.

Spouse Abuse Center
1-800-544-2022

Volunteers of America
1400 North Forbes Road
859-254-3469
*Transitional housing for homeless families.
Permanent housing for homeless persons with
disabilities.*

Free Meals*



MONDAY
8:00 – 10:00 a.m. Catholic Action Center
9:00 a.m. – 3:00 p.m. Hope Mobile
12:00 – 1:00 p.m. Feed the Hungry

12:00 – 12:30 p.m. St. Paul Catholic Church
12:00 p.m. Catholic Action Center
4:00 – 6:00 p.m. Main Street Baptist Church (4th
Monday of the month)
5:00 – 6:00 p.m. HOPE Center
5:30 – 7:30 p.m. Catholic Action Center

TUESDAY

8:00 – 10:00 a.m. Catholic Action Center
9:00 a.m. – 3:00 p.m. Hope Mobile
9:00 a.m. – 3:00 p.m. Calvary Baptist
10:30 a.m. – 12:30 p.m. Main Street Baptist Church
12:00 – 1:00 p.m. Lexington Rescue Mission
12:00 – 12:30 p.m. St. Paul Catholic Church
12:00 p.m. Catholic Action Center
4:00 – 5:30 p.m. East Second Street Christian Church
5:00 – 6:00 p.m. HOPE Center
5:00 – 6:30 p.m. Kid's Café
5:30 – 7:30 p.m. Catholic Action Center

WEDNESDAY

9:00 a.m. – 3:00 p.m. Hope Mobile
11:00 a.m. – 1:00 p.m. Consolidated Baptist Church
12:00 – 12:30 p.m. St. Paul Catholic Church
4:00 – 5:30 p.m. East Second Street Christian Church
5:00 – 6:00 p.m. HOPE Center
5:00 – 6:00 p.m. Feed the Hungry
5:30 – 6:30 p.m. New Life Christian Church

THURSDAY

8:00 – 10:00 a.m. Catholic Action Center
9:00 a.m. – 3:00 p.m. Hope Mobile
9:00 a.m. – 3:00 p.m. Calvary Baptist
11:00 a.m. – 1:00 p.m. East Second Street Christian
Church
12:00 – 1:00 p.m. Lexington Rescue Mission
12:00 – 12:30 p.m. St. Paul Catholic Church
12:00 p.m. Catholic Action Center
4:30 – 5:30 p.m. Feed the Hungry
5:00 – 6:00 p.m. HOPE Center
5:00 – 6:30 p.m. Kid's Café
5:30 – 7:30 p.m. Catholic Action Center
6:00 – 6:30 p.m. Maxwell Street Presbyterian

FRIDAY

8:00 – 10:00 a.m. Catholic Action Center
9:00 a.m. – 3:00 p.m. Hope Mobile
11:00 a.m. – 1:00 p.m. Main Street Baptist Church
12:00 – 1:00 p.m. Lexington Rescue Mission
12:00 – 12:30 p.m. St. Paul Catholic Church
12:00 p.m. Catholic Action Center
5:00 – 6:00 p.m. HOPE Center
5:30 – 7:30 p.m. Catholic Action Center

SATURDAY

8:00 – 10:00 a.m. Catholic Action Center
11:30 a.m. – 1:00 p.m. First Presbyterian Church (last
Saturday of the month)
12:00 – 1:30 p.m. The Lighthouse
12:00 – 1:00 p.m. Lexington Rescue Mission
12:00 p.m. Catholic Action Center

2:00 – 3:00 p.m. Salvation Army (736 West Main Location)
5:00 – 6:00 p.m. HOPE Center
5:30 – 7:30 p.m. Catholic Action Center

SUNDAY

8:00 – 10:00 a.m. Catholic Action Center
9:30 – 10:00 a.m. Rupp Arena parking lot at Maxwell and Broadway (sponsor: Maxwell Street Presbyterian)
12:00 p.m. House of Mercy
12:00 p.m. Catholic Action Center
1:00 p.m. Phoenix Park (sponsor: Hill'n Dale)
3:00 – 5:30 p.m. Church Under the Bridge (1st, 3rd, and 5th Sundays of the month)
5:00 – 6:00 p.m. HOPE Center
5:00 – 6:30 p.m. The Lighthouse (Last Sunday of the month)
5:30 – 7:30 p.m. Catholic Action Center

Clothing Banks*



MONDAY

9:00 a.m. – 4:30 p.m. Consolidated Baptist Church
9:00 – 11:30 a.m. Salvation Army
9:00 a.m. – 12:00 p.m. Manchester Center
9:30 a.m. – 11:30 a.m. Catholic Action Center
10:00 a.m. – 1:00 p.m. Clothes Closet
1:00 – 2:30 p.m. Salvation Army
1:00 – 4:00 p.m. Manchester Center
1:00 – 4:30 p.m. God's Garments

TUESDAY

9:00 a.m. – 4:30 p.m. Consolidated Baptist Church
9:00 – 11:30 a.m. Salvation Army
9:00 a.m. – 12:00 p.m. St. Peter Claver Catholic Church
9:30 a.m. – 11:30 a.m. Catholic Action Center
11:00 a.m. – 2:00 p.m. St. Paul AME
1:00 – 2:30 p.m. Salvation Army
1:00 – 4:30 p.m. God's Garments
1:00 – 5:00 p.m. Sonshine Ministries

WEDNESDAY

9:00 a.m. – 4:30 p.m. Consolidated Baptist Church
9:00 – 11:30 a.m. Salvation Army
9:30 a.m. – 11:30 a.m. Catholic Action Center
10:00 a.m. – 1:00 p.m. Clothes Closet
1:00 – 2:30 p.m. Salvation Army

THURSDAY

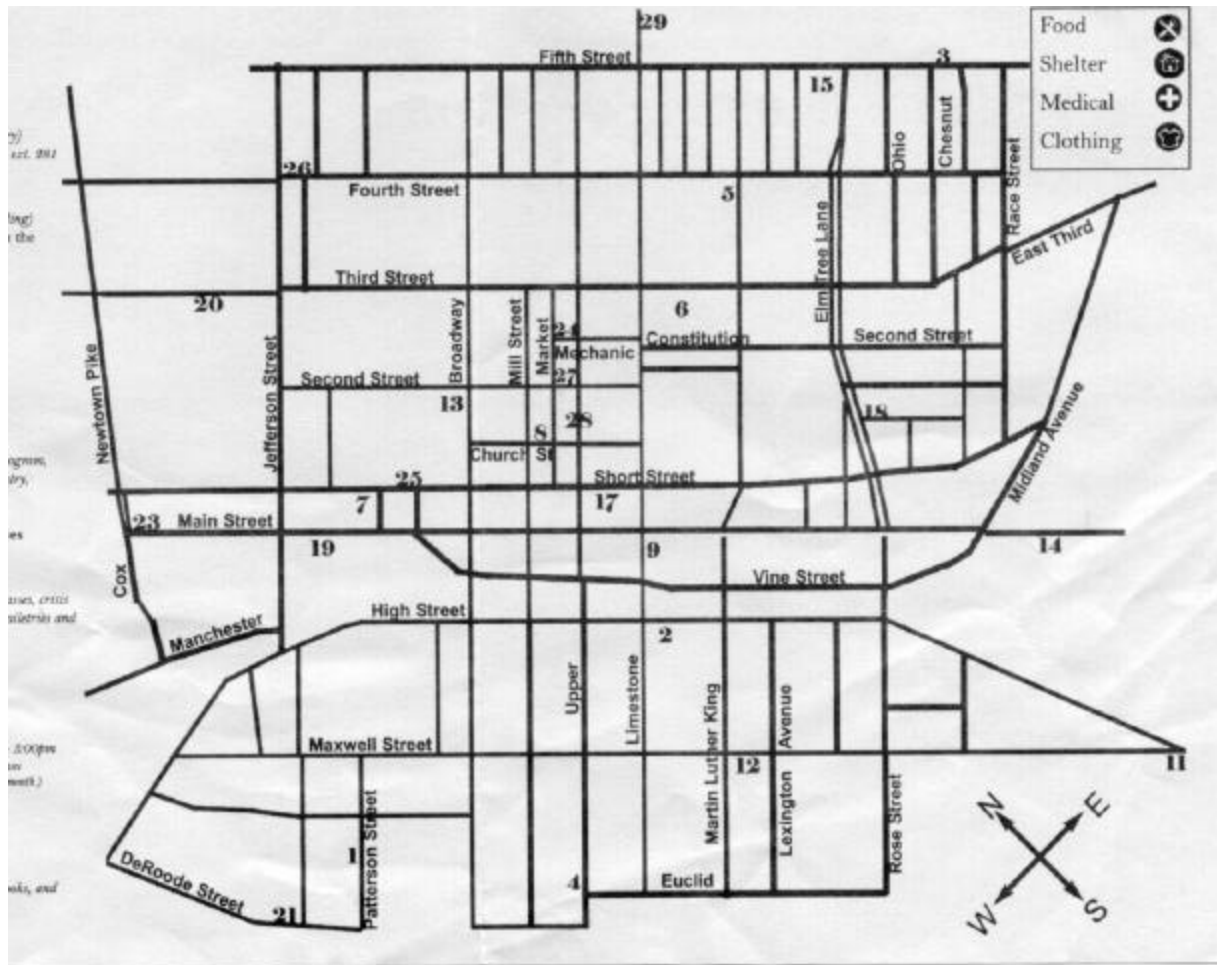
9:00 a.m. – 4:30 p.m. Consolidated Baptist Church
9:00 – 11:30 a.m. Salvation Army
9:30 a.m. – 11:30 a.m. Catholic Action Center
11:00 a.m. – 2:00 p.m. St. Paul AME
1:00 – 2:30 p.m. Salvation Army
1:00 – 4:30 p.m. God's Garments
1:00 – 5:30 p.m. Sonshine Ministries

FRIDAY

9:00 a.m. – 4:30 p.m. Consolidated Baptist Church
9:00 – 11:30 a.m. Salvation Army
9:30 a.m. – 11:30 a.m. Catholic Action Center
1:00 – 2:30 p.m. Salvation Army
1:00 – 4:30 p.m. God's Garments

SATURDAY

9:00 a.m. – 12:00 p.m. St. Peter Claver Catholic Church
9:00 a.m. – 1:00 p.m. God's Garments



Food, Clothing, Medical and Shelter Resources*

C.A.L.F. at Carver School (1)

522 Patterson Street
859-233-4600

Clothing 10:00 a.m. to 2:30 p.m.

Calvary Baptist Church (2)

150 East High Street
859-254-3491

Food (see free meals section for dates & times)

Catholic Action Center (3)

400 East Fifth Street
859-255-0301

Food (see free meals section for dates & times)

Clothes Closet (4)

544 South Upper Street
859-254-7747

Clothing (see free clothing section for dates & times)

Consolidated Baptist Church

1625 Russell Cave Road - meal
544 South Upper Street - clothing
859-255-2379

Food and Clothing (see free clothing and free meals sections for dates & times)

Church Under the Bridge (5)

The Mission House

203 East Fourth Street (at Fourth and MLK)
859-233-2602

Church service followed by meal and medical aid.

(October 1st through winter months this ministry moves to 166 Market St. on 2nd and 4th Sundays of each month)

Food and Medical

East Second Street Christian Church (6)

146 Constitution Street
859-254-0675

Food

Faith Pharmacy

240 East Seventh Street (at Elm Street)
Saturday 9:00 a.m. to 12:00 p.m.

(must have referral and no medical insurance to qualify for care. Offers short-term assistance (3 visit maximum) though long-term assistance available.)

859-255-1074

Medical

Feed the Hungry

Monday: Irish Town Mission
245 Perry Street, 255-4314

Wednesday: First Baptist Church (7)
548 West Short Street, 252-4808

Thursday: Grace Baptist Church
811 Bryan Avenue, 252-1119
Food

First Presbyterian Church (8)
171 Market Street
859-252-1919
Food

God's Garments
236 East Seventh Street
Monday – Friday: 1:00 p.m. to 4:00 p.m.
Saturday: 9:00 a.m. to 12:00 p.m.
Clothes

Hill 'n Dale Christian Church (9)
Meal served at Phoenix Park
140 East Main Street
859-278-0313
Food

HOPE Center
360 West Loudon Avenue
859-252-7881
Shelter: Men Only
Food and Housing

HOPE Mobile
859-252-7881
Monday: Calvary Baptist (10)
150 East High Street
Tuesday: Woodland Christian (11)
520 East High Street
Wednesday: Maxwell Street Presbyterian (12)
180 East High Street
Thursday: Broadway Christian (13)
187 North Broadway
Friday (1st, 3rd, 5th):
Second Presbyterian (14)
460 East Main Street
Friday (2nd and 4th):
Shiloh Baptist (15)
237 East Fifth Street

House of Mercy (17)
136 West Main Street
859-312-5301
Food

Kid's Café
240 East Seventh Street
859-255-1074
Ages 3-18 only
Food

Lexington Rescue Mission
649 North Limestone Street
859-381-9600
Food

The Lighthouse (18)

185 Elm Tree Lane (at Corral Street)
859-259-3434
Food

Main Street Baptist Church (19)
582 West Main Street
859-252-3838
Food

Manchester Center
1026 Manchester Street
859-255-1047
Clothing

M.A.S.H. Drop Inn (20)
536 West Third Street
859-254-2501
(Emergency shelter and safe place youth only ages
11-17)
Housing

Maxwell Street Presbyterian Church
180 East Maxwell Street
859-255-1074
Food

Nathaniel Mission (21)
616 DeRoode Street
859-255-0062
(health, dental, eye care, and physical therapy
available by appointment only. Must have no medical
insurance to qualify for care.)
Medical

New Life Christian Church (16)
552 West Short Street
859-233-3230
Food

Presbyterian Child Welfare Agency
2004 Dunkirk (in Cardinal Valley off of Versailles
Rd.)
859-258-9202
(*Transitional Housing for homeless teenage mothers
age 17-21*)
Housing

Room in the Inn
321-2609
(*People in need are invited to stay at different
churches throughout Lexington and receive food,
housing and showers. Applications accepted on
Wednesday and Sunday 6:30 p.m. at the Lexington
Rescue Mission, 649 North Limestone Street.*)
Housing

Salvation Army (23)
859-252-7706
Meals: 736 West Main Street
Clothing: Cox Street Location. Wednesday 9-11:30
a.m., Thursday 1-2:30 p.m.

Medical: Call to make appointment with University of Kentucky Free Clinic through Salvation Army. Tuesday and Thursday 5 p.m. to 8 p.m. Must have no medical insurance to qualify for care.
Shelter: Emergency housing for families and single women.

Food, Housing, Medical & Clothing

Sonshine Ministries

155 North Ashland Avenue
859-259-2777

Clothing

St. James Place Apartments

169 Deweese Street
859-252-6642

Offers affordable efficiency units with all utilities paid for single adults with 6 month lease.

Housing

St. Paul AME (24)

251 North Upper Street
859-255-7945

Clothing

St. Paul Catholic Church (25)

501 West Short Street
859-252-0738

Food

St. Peter Claver (26)

410 Jefferson Street
859-254-0030

Clothing

Volunteers of America

1400 North Forbes Road
859-254-3469

*Transitional housing for homeless families.
Permanent housing for homeless persons with disabilities.*

Housing

Other Services*

Bluegrass Comprehensive Care Center

201 Mechanic Street (27)

859-233-0444

Methodone Clinic (substance abuse recover)

Adult outpatient mental health care – call ext. 281

Child guidance – call ext. 104

177 North Upper Street (28)

859-225-7147

Forensics Office (domestic violence counseling)

Catholic Action Center

400 East Fifth Street

859-255-0301

Showers available 9:30 a.m. – 11:30 a.m.

Monday – Friday (excluding Wednesday)

Catholic Social Services Bureau

1310 West Main Street

859-253-1993

Clinical and pregnancy counseling, adoption program, financial assistance, diapers, toiletries, food pantry, furniture.

Center for Women, Children, and Families (29)

530 North Limestone

859-259-1974

Counseling, daycare (up to age 5), parenting classes, crisis case management, employment assistance, free toiletries and baby supplies.

Church Under the Bridge (5)

The Mission House

203 East Fourth Street (at Fourth and MLK)

859-233-2602

Church service followed by barbering services 1st, 3rd, 5th, Sundays of each month 3 – 5:00 p.m.

(October 1st through winter months this ministry moves to 166 Market St. on 2nd and 4th Sundays of each month)

Sonshine Ministries

155 North Ashland Avenue


859-259-2777

Tuesday and Thursday 1 – 5:00 p.m.

Food pantry, pastoral counseling, Bibles and books, and household items.

** Information and map from the Downtown Lexington Corporation Street Information Card*

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