

Boise City / Ada County

Housing Authority

Landlord Information Handbook



This packet is for your knowledge of our expectation for landlords. You will be able to answer more questions to those unfamiliar with program.

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On behalf of all of us at Boise City/Ada County Housing Authority, as well as the clients we serve in the Section 8 Housing Choice Voucher program, **Thank you for participating!** It would not be possible to provide this assistance without you and we are most appreciative of your partnership.

In the Ada County area over 2,000 families receive assistance in paying their monthly rent through the Section 8 Housing Choice Voucher program. As you can imagine, there are a variety of reasons people need help with their rent and other basic necessities. Economic conditions coupled with catastrophic personal experiences can sometimes be the cause, medical hardship, domestic violence, a lack of education and job skills, and permanent disability are all common contributing factors. As with any societal group, there are a certain percentage of people in need who are there by choice. The users and abusers of systems designed to help, place an unfortunate stigma on the group as a whole. Your participation in this helping program, demonstrates your willingness to delve deeper than the stigma to get to the group truly in need. For that, we thank you.

From a programmatic standpoint, we are working to revise and enhance our processes and procedures to provide continual improvement to our program delivery. We are committed to administering a program that honors your involvement with prompt payment of our portion of the rent and positive and timely response to your needs. Although it is not within our purview to screen tenants for suitability as your renters, we do strive to work with you and the Section 8 participants to make the relationship work as well as it possibly can. Through our work with program participants we have learned something about the barriers they face in trying to become self-sufficient. We recognize that some people will never be able to live completely independent of assistance. Those who are elderly or who have serious disabling conditions fall into that category. For others, we believe there is reason to structure our programs in such a way that we provide a base of encouragement and expectation for seeing Section 8 as a stop along the way to a self-sufficient life. For that reason we do not simply provide monthly rental assistance, we provide programs and links to programs that enable people to develop the tools they need to turn their stumbling blocks into stepping stones. Our Family Self-Sufficiency program is one prime example. This program works with families in a case managed goal setting program that establishes a contract designed to lead the family to self sufficiency within a set time period. It provides an escrow savings account that grows as their income from earnings grows. We also have a Second Chance Renters program for participants in our Supportive Housing Programs that is designed to address some of the chronic problems our landlord community faces in renting to people both on the open market and in our programs. Those who fail to pay their rent, those who trash their units, and those who just generally demonstrate through their actions an ignorance of their responsibilities and obligations as tenants, create major problems for you as a landlord, and when they are program participants, us as a program administrator. Rather than pass this off as a fact that cannot be changed, we are choosing to approach it as a problem that can be made better. The 2nd Chance Renter program works to train Supportive Housing Program tenants with a bad rental history, to learn and accept their responsibilities, and thereby create a better future. This is done through training programs and performance expectations related to housekeeping, lease compliance, and responsible behavior. In addition, we are working on an expanded program to bring this type of renter education to those participating in the Section 8 Program. Our challenge is now finding the funding to support the development and expansion of this program. Please stay tuned and let us know if you have any ideas or suggestions.

Our Mission at BC/ACHA is to enhance our community by providing safe, affordable housing and by fostering self-sufficiency and stability for people in need. Obviously, we depend upon you to help us meet our mission and serve a critical community need. Together, we fulfill our vision of becoming a model community with progressive housing programs and partnerships that provide help for today and hope for tomorrow. Please know that we value our partnership and appreciate you!

Sincerely,

Deanna L. Watson
Executive Director

Mission Statement

❖ MISSION STATEMENT

- To enhance our community by providing safe and affordable housing and fostering self-sufficiency and stability for people in need.

❖ VISION STATEMENT

- A Model Community with Progressive Housing Programs and Partnerships that provide Help for Today and Hope for Tomorrow.

❖ AGENCY HISTORY

- The Boise City Housing Authority was created in 1967 for the original purpose of providing “low income housing for the aged.” The first projects developed by the Boise City Housing Authority were two high-rise apartment complexes built in 1970 through the United States Department of Housing and Urban Development’s Low Rent Public Housing Program. The complexes were designed to provide affordable housing for low-income elderly residents.
- In 1976, the Ada County Housing Authority was created. Our organization then became known by its current name, the Boise City/Ada County Housing Authority. The jurisdictional boundaries of the agency expanded from the Boise city limits to the outlying areas and communities of Ada County.

❖ FUTURE GOALS

- The Boise City/Ada County Housing Authority is committed to seek additional funding and development opportunities in order to provide affordable housing opportunities in the community. Our agency will continue to pursue traditional and innovative funding avenues in order to meet this goal.

Introduction

This owner handbook is designed to provide rental property owners, managers, and caretakers with information needed to successfully participate in the Section 8 Housing Choice Voucher Program. Currently, approximately 1900 families in Ada County are receiving assistance each month with their rent payments through the Section 8 Housing Choice Voucher Program administered by the Boise City/Ada County Housing Authority (BC/ACHA). Section 8 is a federal housing rental program funded through the U.S. Department of Housing and Urban Development.

The Section 8 Housing Choice Voucher Program is a three-way partnership between property owners, tenant families, and the BC/ACHA.

(3 Way Partnership)

Boise City/Ada County Housing Authority

- Accepts Application
- Determines applicant's/participant's Eligibility
- Conducts Briefing
- Re-Certifies families for program Eligibility
- Recruits owners
- Issues Housing Choice Voucher to applicant/participant
- Supplies applicant/participant with Request for Tenancy Approval (RFTA)
- Approves subsidy and rent reasonableness
- Approves rent and lease
- Performs Housing Quality Standards inspection
- Prepares lease addendum and contract
- Makes payments to owner on behalf of participant

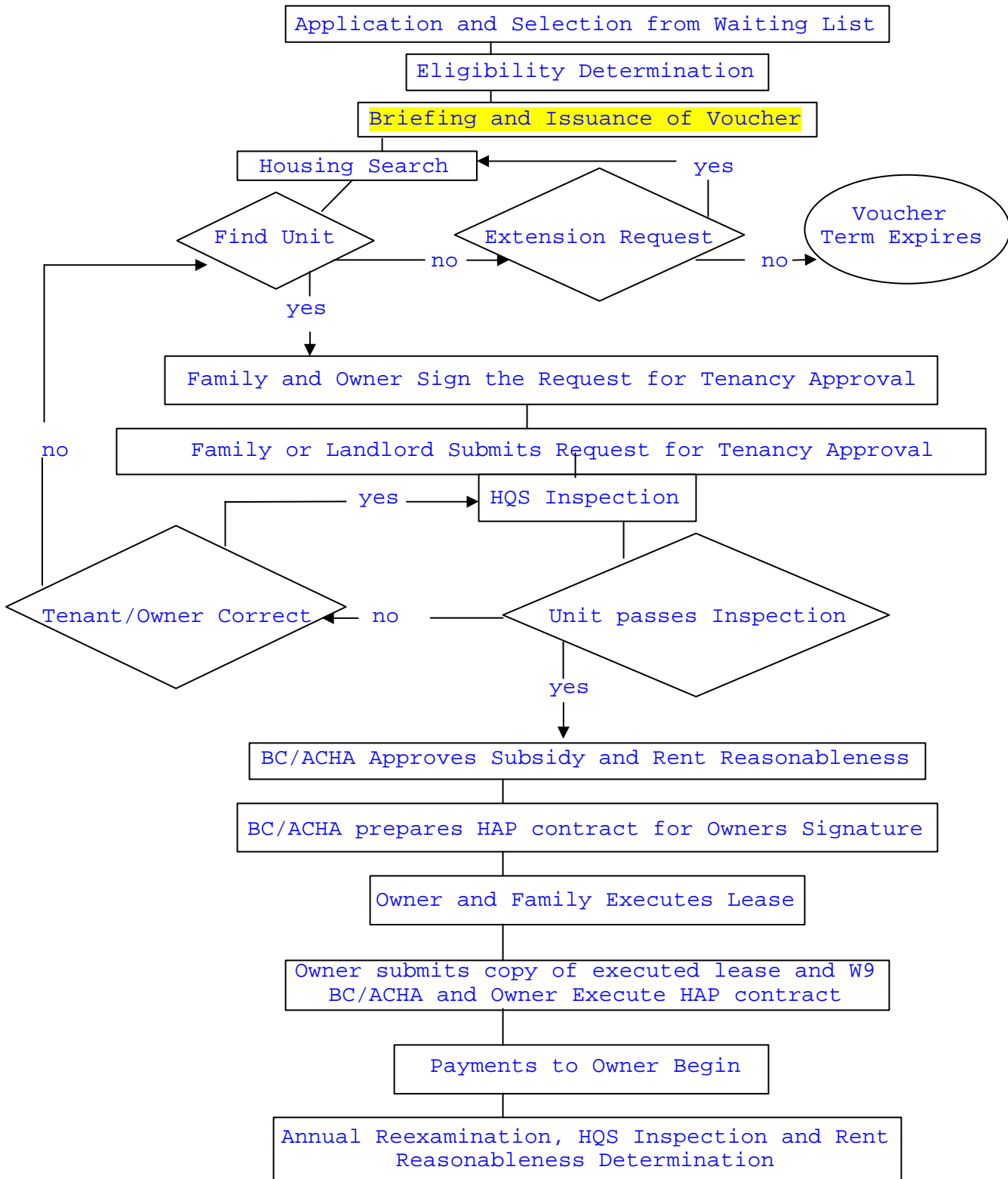
Landlord

- Shows available unit
- Screens & selects a suitable tenant for tenancy
- Approves tenant
- Completes RFTA form
- Provides proposed lease
- Signs contract and lease addendum
- Enforces terms of lease
- Makes timely repairs

Applicant/Participant

- Contacts owner for unit
- Expresses interest in renting unit
- Completes RFTA with owner and returns it to BC/ACHA
- Pays Security Deposit
- Abides by terms of the lease
- Complies with Family Obligations as listed on Housing Choice Voucher
- Pays timely rent
- Takes care of Unit
- Gives proper notice

Steps to Assisted Tenancy



OVERVIEW

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly and the disabled to afford decent, safe and sanitary housing in the private market. Because housing assistance is provided on behalf of the family or the individual, participants are able to find their own housing including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program.

Housing Choice Vouchers are administered locally by public housing agencies (PHA's). The HA's receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of their choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety as determined by the HA. A contract rent is determined by conducting a rent reasonableness test and a tenant affordability test. A housing subsidy is paid directly to the landlord on behalf of the participating family. The family is responsible for paying the difference between the Contract Rent and the amount subsidized by the program.

If you become a participant owner in the Housing Choice Voucher Program you will have the benefit of receiving timely payments from Boise City/Ada County Housing Authority, and having your unit inspected annually by Boise City/Ada County Housing Authority.

If you wish to become a participating owner in the Housing Choice Voucher Program, you are required to:

- Screen and select a suitable resident (participating HCV family).
- Execute a one-year lease with the family; execute a Housing Assistance Payment Contract with Boise City/Ada County Housing Authority.
- Maintain your rental unit in compliance with the Housing Quality Standards (HQS) guidelines.
- Collect the family's portion of the rent monthly.
- Enforce the terms & conditions of the lease agreement.

NOTE: You are responsible to collect a security deposit from the family. The HA does not assist the family with the deposit amount.

For a unit to be approved, it must meet the following requirements:

- The rent for the unit must meet the rent reasonableness test. The Boise City/Ada County Housing Authority is required to compare the proposed rent to the rent for comparable "unassisted" or unsubsidized units in the area. We will compare size, location, quality, amenities, housing services, age of the unit, unit type, maintenance and utilities with comparable rental units in the same area.
- The unit must pass the Housing Quality Standards (HQS) inspection.
- The landlord must be willing to enter into a contract with Boise City/Ada County Housing Authority and comply with program rules.

Frequently Asked Questions

HOW DO APPLICANTS APPLY FOR SECTION 8 RENTAL ASSISTANCE?

Applications for rental assistance can be picked up at the Boise City/Ada County Housing Authority's office located at 1276 W. River St. Suite 300, Boise, ID 83702 (208) 345-4907 or downloaded from our website at www.bcacha.org. Persons requiring assistance with completing their application should contact the Boise City/Ada County Housing Authority.

To be eligible for the Housing Choice Voucher Program, a family's annual gross household income must not exceed 50% of the area median income.

Due to the large demand for rental assistance in the community, and a limited amount of funding, applicants are placed on a waiting list for assistance. The waiting list for assistance runs from approximately 18-36 months, depending upon the amount of funding received by the Boise City/Ada County Housing Authority.

DO YOU OFFER EMERGENCY RENTAL ASSISTANCE?

Unfortunately, the Boise City/Ada County Housing Authority does not offer emergency rental assistance.

WHAT KIND OF UNIT CAN BE RENTED?

Virtually any kind of decent, safe, and sanitary dwelling unit can be rented. Units can include apartments, duplexes, single family homes and manufactured homes. The unit must also be "rent reasonable."

HOW MUCH DOES THE PARTICIPANT CONTRIBUTE TOWARDS RENT?

Housing Choice Voucher participants generally contribute between 30% and 40% of their monthly adjusted gross income towards rent and utilities. The Housing Authority pays the balance directly to the owner. At initial lease up, the family's portion of rent and utility expenses cannot exceed 40% of the families' adjusted monthly income.

DOES THE BC/ACHA SCREEN FAMILIES FOR TENANCY?

BC/ACHA does **NOT** screen participants for rental/credit history. Tenant screening and selection is the responsibility of the landlord. BC/ACHA recommends that the owner check references of all applicants (assisted and non-assisted) for past rental history. Information known to BC/ACHA of the tenant's current and previous landlord will be provided to a prospective landlord upon request.

Frequently Asked Questions Cont.

HOW ARE APPLICATIONS PLACED ON THE WAITING LIST?

Applications are placed on the waiting list as of the date and time the application is submitted to the Boise City/Ada County Housing Authority and is date-stamped into our office. The Housing Authority will select families based on the following local preferences based on local housing needs and priorities:

1. Public housing residents under or over-housed. (Must also meet one or more of the categories described below #5-#9)
2. Applicants with a Family Unification Program referral from the Department of Health & Welfare. (Must also meet one or more of the categories described below #5-#9)
3. Applicants with a Homeless Program referral from one of the BC/ACHA recognized referring agencies. (Must also meet one or more of the categories described below #5-#9)
4. Applicants with a CATCH Program referral from the City of Boise (Must also meet one or more of the categories described below #5-9)
5. A household whose head or co-head (or at least one adult member) is working at least 20 hours per week, with verifiable income or whose head or co-head is participating in a BC/ACHA recognized job preparedness/self-sufficiency program or a household whose head or co-head is either elderly (62 or older), and/or disabled/handicapped and unable to work.
6. A household whose head or co-head is attending school full time.
7. A household consisting of one adult head of household and a child (ren) in the household under the age of 6.
8. A one or two-person elderly, disabled or displaced household.
9. A household whose head or co-head is fleeing their home due to domestic violence.

All other applicants with no local preference and single persons, who are not elderly, disabled or displaced, regardless of preference status.

The Boise City/Ada County Housing Authority will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing. All other households on the waiting list without a local preference will be considered non-preference families and will be assisted in the order of the date and time of their application only after ALL local preference households have been assisted.

CAN A LANDLORD OBTAIN ADDITIONAL RENTAL INFORMATION ABOUT THE FAMILY FROM BC/ACHA?

YES, if the family provides BC/ACHA with a written release of information form.

Frequently Asked Questions Cont.

WHO PARTICIPATES IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM?

The Section 8 Housing Choice Voucher Program assists very low-income households. The Boise City/Ada County Housing Authority selects families/individuals who meet income and eligibility guidelines. A participating applicant may choose to remain in the unit they are currently living in or move to a unit anywhere in Ada County.

HOW IS RENTAL ASSISTANCE PROVIDED?

BC/ACHA calculates the amount of assistance each family receives. The level of assistance is based upon family size, income, and current reasonable market rents. A household is expected to pay 30% to 40% of its income toward the monthly rent and utilities. Each month, BC/ACHA makes housing assistance payments directly to the landlord to make up the difference.

WHAT ARE THE TENANT'S RENT RESPONSIBILITIES?

The renter must pay all rent and utilities that are not covered by the lease. Because the family is receiving assistance, the rent burden should be reduced, enabling the family to pay rent more easily and on time. Renters must pay their rent on time according to the terms of their lease.

WHAT ARE THE TERMS OF THE LEASE?

A written lease is required. The initial term must be 1 year. Thereafter, the term may be month to month, 6 months, 1 year, etc., and must be agreed upon by the landlord and tenant. BC/ACHA must review and approve the lease. BC/ACHA must also attach the HUD Tenancy Addendum.

WHAT IF THE LANDLORD WANTS TO TERMINATE THE LEASE?

The property owner may terminate the lease if the tenant violates the lease, or for other good cause. The owner and the renter can decide to mutually terminate the lease at any time.

IS A LANDLORD REQUIRED TO PARTICIPATE IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM?

A landlord has the same right of tenant selection with regard to Section 8 participants as other applicants. Fair Housing laws prohibit housing discrimination based on race, color, creed, religion, sex, national origin, familial status, or disability.

Frequently Asked Questions Cont.

CAN THE TENANT MOVE IN PRIOR TO THE INSPECTION?

We highly recommend that the inspection is conducted before the tenant moves into the unit. The Boise City/Ada County Housing Authority can not make a payment on a unit that hasn't passed inspection. The tenant is responsible for the amount of rent due; for however many days pass before the HQS inspection has taken place. If the tenant does not qualify for the unit we also are unable to schedule an inspection.

MAY I RENT TO A RELATIVE ON THE SECTION 8 VOUCHER PROGRAM?

No! That is considered a conflict of interest. Exceptions may be permissible with written approval from the Boise City Ada County Housing Authority. This is also a violation of participant's household obligations.

CAN A TENANT PAY ME EXTRA RENT ABOVE THE APPROVED AMOUNT?

No! That is considered a side payment and it is a violation of the program and HAP contract.

CAN I RAISE THE RENT?

Yes. Owners must provide a 60 day written notice to BC/ACHA after the initial 12 month lease has ended. The new rent amount must be rent reasonable.

Frequently Asked Questions Cont.

WHAT IF THE RENTER VACATES THE UNIT IN VIOLATION OF THE LEASE?

The property owner may retain the security deposit for the amount of unpaid rent and any damages caused to the unit.

HOW MUCH MAY A LANDLORD CHARGE FOR SECURITY DEPOSIT?

The landlord is allowed to charge a security deposit similar to what is charged to other fair market tenants. Boise City/Ada County Housing Authority does not pay all or part of any security deposit. It is the applicant's/participant's responsibility to pay security deposits.

DOES THE SECTION 8 HOUSING CHOICE VOUCHER PARTICIPANTS HAVE TO MOVE IF THE LANDLORD/OWNER SELLS THE UNIT WHILE UNDER A CURRENT LEASE?

No, the family does not have to move in the middle of a lease. To ensure continuing and timely payments, landlords must notify BC/ACHA when the ownership of properties participating in the Section 8 Housing Choice Voucher Program changes. The landlord must complete a "Change of Ownership" form, which transfers the rights and obligations of the HAP Contract to the new landlord, and the landlord must sign the form agreeing to comply with the terms and conditions of the HAP contract.

Additionally, BC/ACHA should be notified of a landlord's change of mailing address and/or a change in the management company.

To notify the BC/ACHA, please contact a Housing Representative at (208) 345-4907.

WHAT HAPPENS IF A UNIT "FAILS" THE MOVE-IN INSPECTION?

Under Federal regulations, a unit either "passes" or "fails". Any item that does not meet the standards will cause a unit to fail. The owner will be notified, in writing, if the unit "fails". The landlord determines whether he/she is willing to make the repairs and informs the applicant/participant and BC/ACHA of this decision. If the landlord decides to make repairs, he/she will have thirty (30) days to complete them.

If the landlord elects not to make repairs, the applicant **must** choose another unit to receive assistance. This is why the applicant should not move into a unit and sign a lease without first having the unit **pass** the HQS Inspection.

Frequently Asked Questions Cont.

WHEN DOES BC/ACHA MAIL RENT PAYMENTS?

It is the policy of the BC/ACHA to mail rent payments on the first business day of the month.

The landlord may receive payment late the first month of assisted occupancy due to delayed processing affected by the completion of the inspection and signing of lease/contract documents.

WHAT SHOULD A LANDLORD DO IF HE/SHE HAS A QUESTION ABOUT THE AMOUNT OR RECEIPT OF A PAYMENT?

Contact a BC/ACHA Housing Representative assigned to the participant at (208) 345-4907.

WHAT SHOULD THE LANDLORD DO IF HE/SHE SUSPECTS A FRAUDULENT SITUATION REGARDING THE INCOME OR HOUSEHOLD COMPOSITION OF AN ASSISTED TENANT?

Contact a Housing Representative at BC/ACHA. The Housing Authority is seriously concerned about any fraud or abuse of the program. We ask for the landlord and manager's help in ending any fraudulent situations.

WHAT HAPPENS IF A PARTICIPANT "SKIPS" OR VACATES A UNIT IN VIOLATION OF THEIR NOTICE REQUIREMENTS?

Assistance for participants who leave their unit in violation of their lease term may be terminated from the Section 8 Housing Choice Voucher Program. Please notify a Housing Representative of this event.

WHOSE LEASE DOCUMENT IS USED?

BC/ACHA encourages landlords to use their own lease, provided that it is consistent with Idaho State law. If you do not have a model lease, BC/ACHA has a lease agreement you may use.

The initial term of the lease must be for 12 months. A landlord participating in the Section 8 Housing Choice Voucher Program may terminate tenancy at the end of the initial lease term or at the end of the successive renewal term.

Frequently Asked Questions Cont.

WHAT IS THE PROCESS IF A LANDLORD HAS A RENTAL UNIT HE/SHE WISHES TO RENT TO A SECTION 8 PROGRAM PARTICIPANTS?

The landlord should list their units at www.housingidaho.com

Housingidaho.com is a free listing service that can be used by anyone looking for housing in Idaho. You can manage and update your account 24-hours a day seven days a week via the internet or you may call housingidaho.com for assistance during office hours M-F 9-6 EST at 1-877-428-8844.

WHAT IS THE PROCESS IF A FAMILY WANTS TO MOVE TO ANOTHER UNIT WITHIN THE SAME BUILDING/COMPLEX OR ANOTHER BUILDING/COMPLEX?

The tenant is required to give the landlord and BC/ACHA a 30-day written notice of their intention to move. BC/ACHA must re-verify income, re-establish rent portions, execute new documents and inspect the new unit.

HOW DOES BC/ACHA HANDLE ISSUES RELATED TO OUTSTANDING CLAIMS AGAINST A TENANT AT LEASE TERMINATION?

The contract between BC/ACHA and landlords does not include provisions for tenant caused damages and/or vacancy loss. However, landlords may collect security deposits from Section 8 participants that are up to, but not greater than, the amount they would collect from an unassisted tenant.

WHAT DOES THE PROGRAM OFFER TO LANDLORDS?

Landlords are guaranteed a portion of the rent which is generally mailed by BC/ACHA on the first business day of the month. The intent of the program is to lessen the burden on the family's budget for housing costs, helping them to better afford their rental portion, resulting in a more consistent, timely and full payment to owners. Additionally, an annual inspection of the unit helps alert landlords of required and/or recommended repairs; ideally, timely maintenance will reduce costly investments. Although tenant screening is the landlord's responsibility, BC/ACHA will also release information to prospective landlords with current and previous information for a Section 8 participant, if available.

Violence Against Women's Act

Participating owner/landlords in the Section 8 Housing Choice Voucher Program are required to comply with the Violence Against Women's act (VAWA).

Portions of this law create protections for those assisted with Section 8 assistance if they become victims of domestic violence, dating violence and stalking. For a complete text for VAWA, please see Public Law 109-162 (Specifically Title VI, Sections 606 and 607 or contact your attorney.)

Overview of Housing Quality Standards

HUD requires that the unit must meet certain requirements to participate in the HCV Program. This list, below covers some of those items that the Boise City/Ada County Housing Authority will inspect for. Please inspect your unit BEFORE you request an inspection to avoid any delays in the execution of the HAP Contract. No payment will be made for any period prior to a unit passing an initial inspection.

Dwelling Unit: must have a minimum of a living room, kitchen area, bathroom, and one living/sleeping room for every two family members.

Bathroom: must have a flush toilet, fixed basin and a tub or shower with hot and cold water, an operable window or fan vented from the outside, and a ceiling or wall type light fixture.

Kitchen: must have a stove or range, a refrigerator, a sink with hot and cold water, space for storage, preparation and serving of food, facilities for sanitary disposal of food wastes, a ceiling or wall type light fixture, and one electrical outlet.

Living/sleeping rooms: must have two (2) electrical outlets or one light fixture and one electrical outlet, and a window.

Ceilings, walls, floors, and windows: must be in good condition. There cannot be any large cracks or peeling and or chipping paint or plaster. All windows that can be opened must open and close, they cannot have cracked, broken, or missing panes, and, if accessible from the outside (normally first floor), must be lockable.

Porches, balconies, and decks: if more than thirty (30) inches above the ground, must have a rail 36 inches high. All stairs (interior and exterior) with four (4) or more steps must have a handrail.

Smoke Detectors: must be present and functioning within the immediate vicinity of each sleeping area and on each level of the dwelling unit regardless of whether there are bedrooms on each level.

Site and Neighborhood: must be free from conditions, which could endanger the health, life and/or safety of residents. The unit must be free of insect and rodent infestation.

Surfaces: must be free of cracking, scaling, peeling, chipping, and loose paint or be adequately treated or covered to prevent the exposure of residents to lead based paint hazards.

Window Egress: every finished basement must have at least one egress window and if applicable, one egress window well. They can be one in the same if there is only one sleeping room. An egress window must have a clear operable area of 5.7 square feet, net clear operable height of 24 in. and width of 20 in. Sill height will not be more than 44 inches above the floor. Windows with a sill below ground level must have a well with a minimum net clear opening of 9 square foot with a minimum dimension of 36 in. Window wells deeper than 44 in. must have a permanently attached ladder.

Overview of Housing Quality Standards Cont.

MOST COMMON FAILED ITEMS:

- Utilities not on (electric, gas, water)
- Nonfunctioning Smoke Detectors – A smoke detector is required within the immediate vicinity of **EACH** sleeping area.
- Peeling and/or chipping paint (exterior and interior)
- Burners on kitchen stove/range not operating as designed
- Leaking faucets/plumbing
- Carpet and vinyl condition – safety issue
- Missing or cracking electrical switch plates and outlet covers
- Cracked and/or broken window panes
- Bathrooms without a window or operational exhaust fan
- Railings on four or more steps not present

Important: If the unit was originally built before 1977 and the tenant has children at the age of six (6) or under, no defective or peeling paint surfaces are allowed on either the exterior or interior. If the rental unit has chipped or peeling paint, abatement is required. The landlord has thirty (30) days to complete the abatement. Landlords renting units built prior to 1977 will be required to give an *EPA Lead-Based Paint* brochure to tenant with small children. Tenant families must sign a letter acknowledging that they have been informed of the risk associated with lead-based paint.

To learn more about lead-based paint, visit the following websites:

www.epa.gov/lead & www.hud.gov/offices/lead

Directions for Request for Tenancy Approval

The landlord and family must fill out the Request for Tenancy Approval (RFTA) together. All information needs to be filled in. Incomplete sections may cause a delay in scheduling the inspection. The following steps are instructions on what to fill in each area of the RFTA:

1. Name of the Public Housing Agency – should already be filled in
 - a. Boise City/Ada County Housing Authority
2. Address of unit - complete address of unit needing inspected, including zip code
3. Requested Beginning Date of Lease - Date on which Tenant anticipates move in
4. Number of Bedrooms
5. Year Constructed – if unknown, call Ada County Assessor’s office (364-2400)
6. Proposed Rent
7. Security Deposit
8. Date Unit Available for Inspection
9. Type of House/Apartment
10. If this unit is subsidized, indicate type of subsidy
11. Utilities and Appliances
 - a. Specify fuel type for heating, cooking and water heater by putting an “X” in the appropriate box. Indicate “O” owner or “T” for tenant in the provided by/paid by columns – **ALL** blocks must be filled in
12. Answer questions A through C completely
13. 15 Read 13 through 15

Complete landlord information box. Input a phone number to best contact you. (i.e., work/cell/home)

Once the RFTA is completed, have the tenant bring the form into the office as soon as possible as it may take **several days** for an inspection to be scheduled. Please be patient as the inspector usually has a full calendar. Your prospective unit will be inspected as soon as possible.

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 03/31/2004)

Public reporting burden for this collection of information is estimated to average .08 hours per response, 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 agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

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

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

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. 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 leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Tenancy Addendum
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
(exp.9/30/2010)

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 includes:
 - (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 includes:
 - (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).

local law for the termination of leases or assistance under the housing choice voucher program.

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) 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, or stalking.

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

g. 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.

9. Lease: Relation to HAP Contract

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

10. 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.

11. Family Move Out

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

12. 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.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color,

religion, sex, national origin, age, familial status or disability in connection with the lease.

14. 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.

15. 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.

16. Notices

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

17. 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 an 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

**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

OMB Approval No. 2577-0169
(exp.9/30/2010)

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

OMB Approval No. 2577-0169
(exp.9/30/2010)

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

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

**Signatures:
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)

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

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and Urban Development
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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 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.
- (7) 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.
- (8) 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 in accordance with generally accepted practices and law, as applicable in the local housing market, governing

penalties for late payment by a tenant. 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).

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 equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP 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.

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

16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**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

OMB Approval No. 2577-0169
(exp.9/30/2010)

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 includes:
 - (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 includes:
 - (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).

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control,

shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) 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, or stalking.

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

g. **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.

9. **Lease: Relation to HAP Contract**

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

10. **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.

11. **Family Move Out**

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

12. **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.

13. **Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. **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.

15. 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.

16. Notices

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

17. 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 an 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.

