

The Owner's Handbook

A Guide to the Housing Choice
Voucher Program for Owners
and Property Managers

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Nan McKay
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The Housing Choice Voucher (HCV) Program

If you are a landlord, rental property owner, or manager, this handbook is designed to provide you with accurate information about how the Section 8 ***Housing Choice Voucher (HCV) program*** works. It has been prepared for you in appreciation of your interest in participating in the program.

The rules and regulations for this tenant-based ***public assistance*** program are determined by the U.S. Department of Housing and Urban Development (***HUD***). The success of the program depends on your ability to work with your ***Public Housing Agency (PHA)***, and its ability to contract with property managers and owners who have decent, safe, and sanitary rental ***units***.

In most communities, there is a shortage of decent and affordable housing, and many ***low-income families*** rely on owners like you who are willing to participate in the HCV program. The subsidy that comes with this program helps ***participant*** families to rent in many different neighborhoods.

Although the HCV program was designed to be voluntary, in some states (e.g., Connecticut) it is illegal to simply refuse a ***tenant*** because he or she is a participant in the HCV program. Participant families include ***elderly persons, persons with disabilities***, and working families who do not earn enough to keep pace with rising rental housing costs. You should check with your local or state human rights agencies to find out what the fair housing laws are in your state.

PHA Service Commitment

As a public service agency, it is the PHA's goal to provide excellent service to both families and owners participating in the HCV program. The PHA will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something or if something is unclear.

Do not hesitate to contact a PHA representative if you have a question or problem that pertains to one of the housing programs.

Getting in Touch with You

Since the PHA may need to contact you from time to time, be sure they have a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the PHA will probably be by first-class mail.

Your cooperation is essential to the PHA's ability to serve you and any family you may select as a tenant.



Definitions

In order to explain how the HCV program works, it is necessary to become familiar with its terminology. For this reason, a glossary of commonly used program terms has been included in the back of this handbook. As you may have noticed, when key HCV program terms are used for the first time in this text, they appear in ***bold italics***. Definitions of these key terms are also in the glossary.

Chapter 2 General Program Information

Responsibilities Within the HCV Program

The HCV program is a three-way partnership between the *housing agency*, the tenant family, and you – the *owner* or *landlord* of the *housing unit*.

Housing Agency's Job

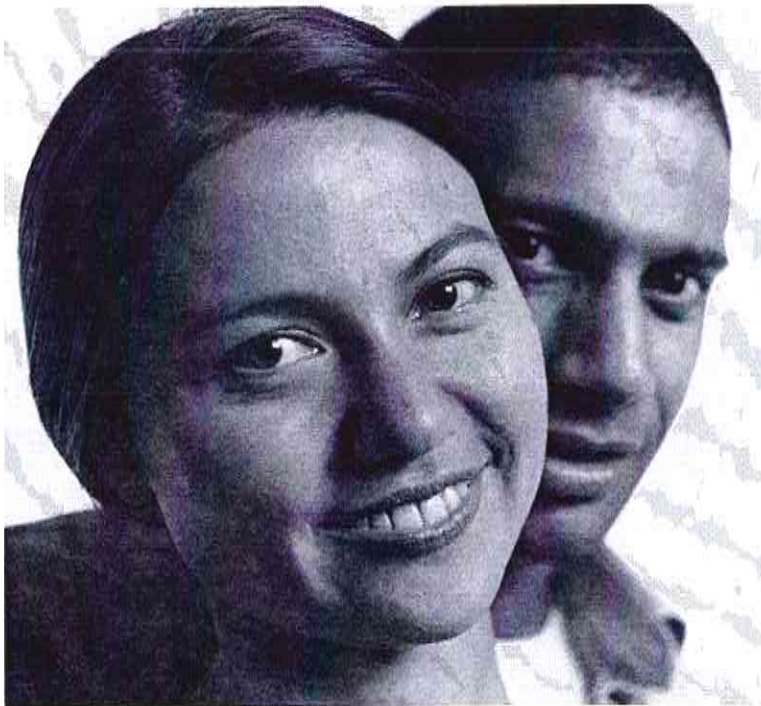
In order for the program to work, the PHA must do the following:

- Review all applications to determine whether an *applicant* is eligible for the program.
- Explain all the rules of the program to all of the families who qualify.
- Issue a *voucher* and, if necessary, assist the family in finding a place to live.
- Approve the *unit*, the owner, and the tenancy.
- Make *housing assistance payments* to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide families and owners with prompt, professional service.

Family's Job

In order for the program to work, the family must do the following:

- Provide the PHA with complete and accurate information.
- Make a best effort to find a place to live that is suitable for them and qualifies for the program.
- Cooperate in attending all appointments scheduled by the PHA.
- Take responsibility for the care of the housing unit.
- Comply with the terms of the lease with the owner.
- Comply with the family obligations of the voucher.



Owner's Job

In order for the program to work, you must:

- Screen families who apply to determine if they will be good renters. The PHA can supply you with the current and previous address and landlord information. The PHA may also provide additional information pertaining to a tenant's performance as a renter.
- Consider a family's background regarding factors such as:
 - Paying rent and utility bills.
 - Caring for property.
 - Respecting the rights of others to peaceful enjoyment of their residences.
 - Engaging in *drug-related criminal activity* or other criminal activity that is a threat to life, safety, or the property of others.
 - Compliance with other essential conditions of tenancy.
- Comply with fair housing laws and discriminate against no one.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the *housing assistance payments (HAP) contract* with the housing agency.
- Collect the rent due by the tenant and otherwise enforce the *lease*.

HCV Program Owner Benefits

More than one million families nationwide have been served by the HCV program and one of the reasons for this program's success is that owners like you have taken the time to learn the rules and have recognized some of the benefits of becoming a participating landlord.

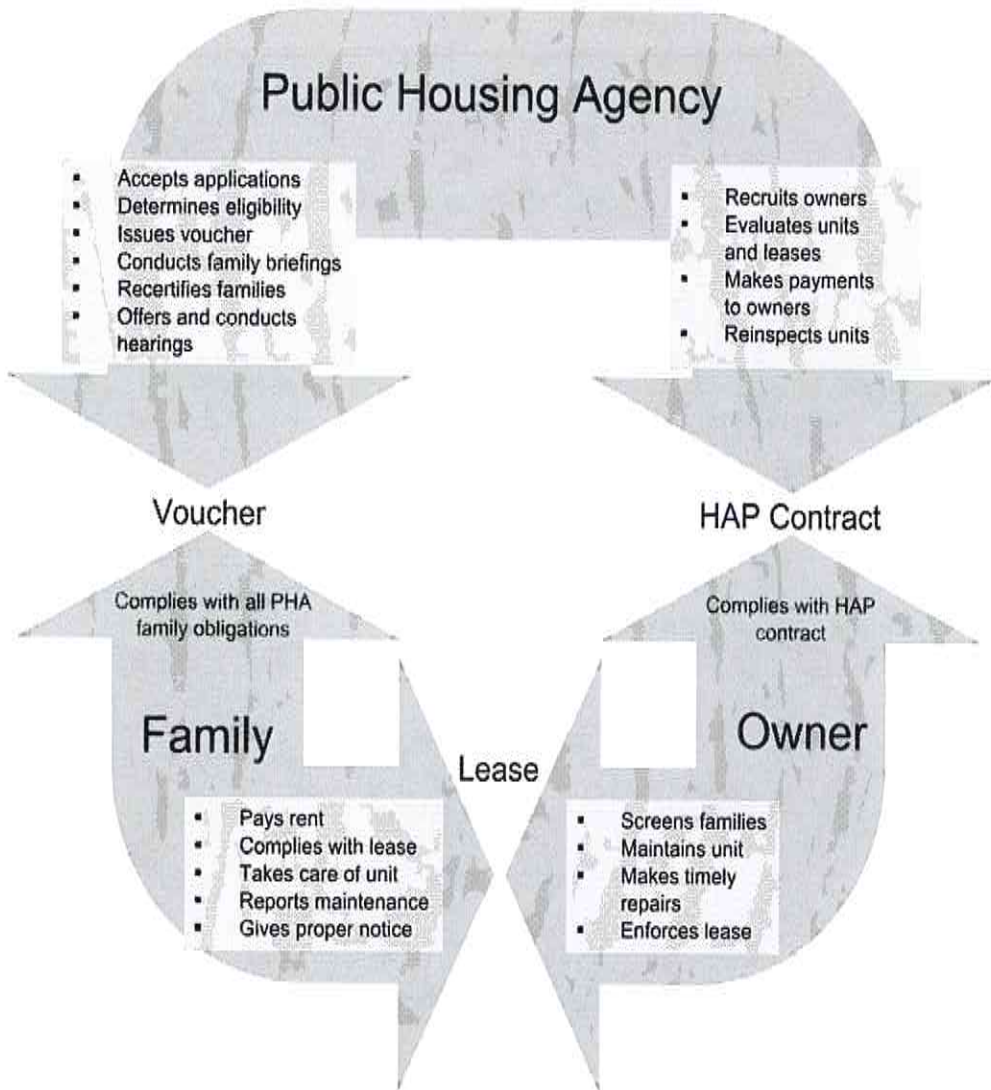
Over the years, many owners and property managers have come to appreciate the advantages of having a contracted, monthly assistance payment as well as minimum inspection standards. Keeping your property consistently well maintained helps ensure both its resale value and its appeal to prospective tenants when an HCV family moves out.

The HCV program has also introduced many novice property owners to key property management principles regarding tenant selection and lease enforcement, and it has helped others develop better building maintenance skills.

HCV Program Family Benefits

The program has also been successful because it provides families with the opportunity to choose rental units and neighborhoods that meet their needs. Unlike project-based housing programs, tenant-based programs allow families to take their rental assistance with them. Having this flexibility has enabled many families to pursue employment and educational opportunities, reunite with their friends and extended families, live in a better climate, or move out of unsafe neighborhoods. Owner participation is essential to making these opportunities a reality.

Relationships and Responsibilities



How to Get Involved

You may call your local PHA at any time during business hours if you are interested in the HCV program and have one or more rental units. The PHA will send you a packet of information about the HCV program and may offer to schedule an *owner orientation* for you. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you would like to offer; this is one of HUD's requirements.

There are five steps that lead to a lease-up in the HCV program. Let's look at each step in detail.

Step 1: Tenant Found

A prospective tenant family may come to you with a voucher in hand, or you can list your available unit with the PHA.

- When a family is determined to be eligible for the HCV program and funding is available, the PHA issues the family a *Housing Choice Voucher*. The family receives the voucher at the tenant briefing, then they begin looking for a unit.
- If you would like to list your available units, the PHA will give your name and general information about your rental unit(s) to families who have been issued a voucher.
 - The PHA will not steer families to specific owners or rental units, but it will furnish families with information on units that are available.
 - Any interested families will then contact you for an appointment to see your unit(s).

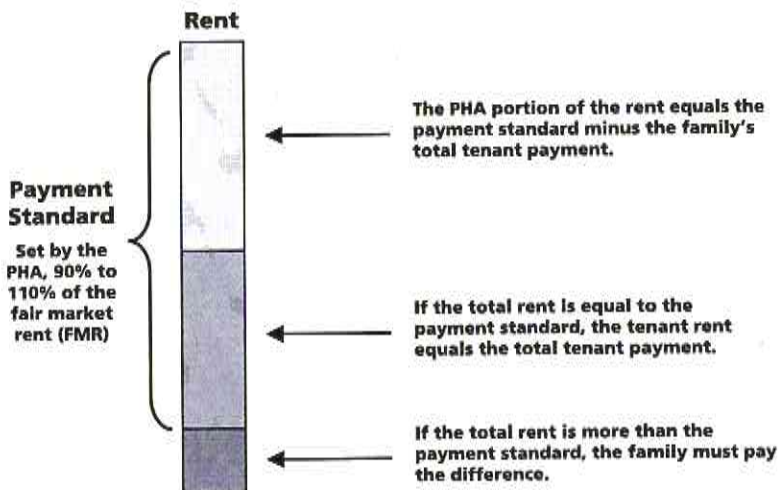
Payment Standard

In the HCV program, the maximum amount that the PHA will pay is an amount equal to the *payment standard* minus the *total tenant payment (TTP)*.

The payment standard:

- Is established by the PHA, but must be set at an amount that is between 90% and 110% of the HUD-established *fair market rent (FMR)* for the program and the area.
- Is based on the cost of housing and utilities for your area.
- Depends on the family composition and the bedroom size of the unit.
 - For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

Who Pays What in the Voucher Program



Step 2: Tenant Approved by Owner

Even though a family is determined by the PHA to be eligible for the program, it is your responsibility to approve the family as a suitable renter. You should use the same diligence in screening a potential HCV tenant as you would any other tenant.

To start, ask to see his or her voucher.

Review the Voucher

- Check the expiration date on the voucher to determine whether it is still valid. Vouchers expire on this date unless they have been extended by the PHA.
- Check the unit bedroom size on the voucher for which the family has been approved.



Screen the Family

When you are contacted by a prospective tenant, evaluate him or her as you would any other renter. Remember, the PHA does not screen families for their suitability as renters.

- Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.
- Owners must apply the same standards of tenant selection to any family that applies, whether the family is an HCV program participant or not.
 - Tenant selection cannot be based on race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

Security Deposits

In the HCV program, you may collect a *security deposit*. The PHA has the discretion to prohibit security deposits that are in excess of either private market practice or the security deposits for your unassisted units.

Step 3: Tenancy and Unit Approved by PHA

The PHA knows you have approved an HCV tenant when a ***Request for Tenancy Approval (RTA)*** form is submitted to it. The PHA must then approve the HUD-required ***tenancy addendum*** before the lease is signed (a copy is available in Chapter 7).

Leasing Process

You must submit your own lease to the PHA along with the RTA form. The PHA may review the lease to make sure it does not contain any provision that conflicts with HCV program rules or state law.

The lease must include all of the following:

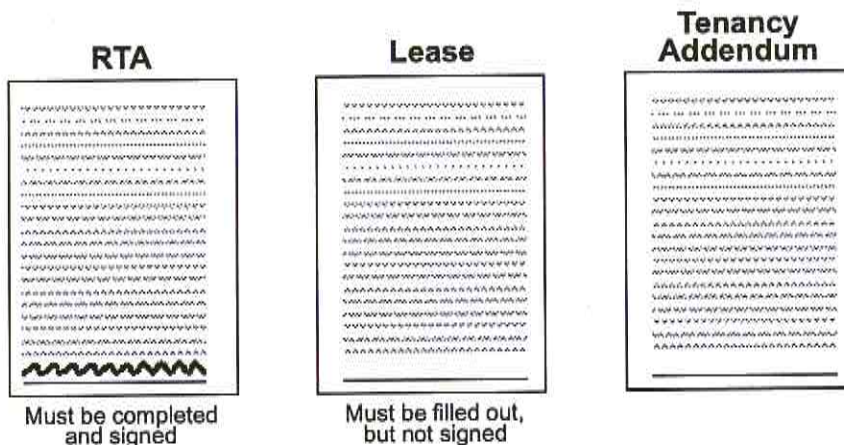
- Name of the owner
- Name of the tenant
- Unit rented (address, apartment number, and any other information needed to identify the unit)
- Term of the lease
 - Initial term
 - Provision for renewal terms
- Amount of the monthly ***rent to owner***
- Utilities and appliances to be supplied by the owner
- Utilities and appliances to be supplied by the tenant

Your lease should include the amount of the security deposit and address renewal terms, notice period for termination of tenancy, and rent increases after the initial term.

Required Forms

The HCV participant family was given an RTA form at its tenant briefing. When you send the signed RTA to the PHA, it will be reviewed to determine if the proposed rent can be approved.

In addition to the RTA, you must also submit to the PHA your standard lease for unassisted tenants with the HUD-required tenancy addendum attached to it.



Important Information About the Lease

- The HAP contract between the PHA and the owner begins on the first day of the term of the lease and ends on the last day.
- The initial term of the lease must be for at least one year unless the PHA approves a shorter term. The PHA may approve a shorter term under the following two conditions:
 - It would improve housing opportunities for the HCV tenant.
 - It is the prevailing market practice.
- The lease must comply with state and local law.

Inspection Process

After an HCV family finds a suitable unit and the owner approves the family, the PHA needs to determine if the unit qualifies for the HCV program. This includes a ***Housing Quality Standards (HQS)*** inspection.

On receipt and review of the RTA, the PHA will notify you and your tenant of the date and time of the HQS inspection. You or your representative should be there.

- If the unit passes the initial inspection and the rent is reasonable, the PHA will prepare the necessary paperwork, and tenant assistance will begin.
- If the unit does not pass the initial inspection, you will be given a reasonable time period to correct any items that failed.



Meeting HQS

The unit must meet HUD's minimum HQS before the PHA can make payments to you on behalf of a tenant family. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards.

The HUD booklet *A Good Place to Live!* describes the general aspects of a unit that must be inspected for compliance with HQS. Your PHA representative can provide you with much more detailed information about additional standards that may be required under local code.

Preparing the Unit for Inspection

- Review the information on HQS as you evaluate your rental unit.
- Try to correct any HQS violations before the inspection.
- Make sure that at the time of the inspection the unit is “move-in” ready. (This prevents delays in beginning the HCV tenant’s rental assistance.)
- If the family is already in the unit, go over the checklist with them to ensure that the unit will meet HQS requirements.

Participating in the Inspection

You and the HCV family will receive written notification of the date and time of the unit inspection. If you have ever had to have a housing inspection to get a mortgage, many of the items are similar.

- Take advantage of this opportunity to meet the HQS inspector and discuss the various aspects of the inspection.
- Learn more about HQS so that you will know how best to prepare for other inspections.
- After you’ve gone through an HQS inspection, keep in mind what the inspector is looking for.

Ratings

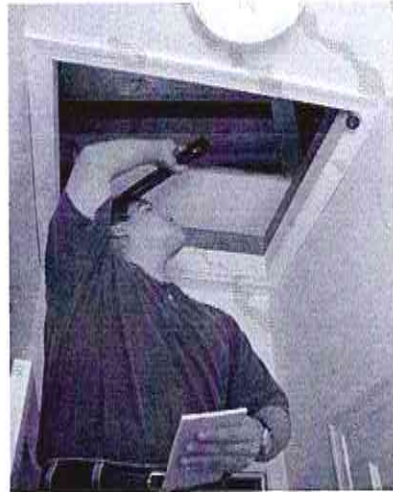
There are three ratings for the conditions verified by the HQS inspector: pass, inconclusive, and fail.

- *Pass* means the condition meets the minimum requirement.
- *Inconclusive* means that more information is needed for the inspector to make a determination.
 - For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark “inconclusive” until service is turned on and verified.
- *Fail* means that the condition does not meet the minimum requirement and must be brought up to standard before the HCV program participant can receive rental assistance on the unit.
 - All fail items must be corrected and approved before executing the HAP contract.

Unit Areas Inspected and HQS Checklists

Eight areas must be reviewed for HQS compliance. The following are area-by-area lists of the conditions that must be verified by the HQS inspector.

In addition to the items on the checklists, HQS inspectors will also check the unit to see if tenant-supplied utilities are separately metered.



Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?

Kitchen

- Is there a kitchen?
- Are there at least one working outlet and one working, permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there a working kitchen sink with hot and cold running water?
- Is there space to store, prepare, and serve food?
- Is there a working oven and a stove (or range) with working burners?
 - If not, is there a microwave oven?
 - If there is a microwave oven, and it is owner-supplied, do other tenants have microwaves instead of ovens and stoves (or ranges)?

Bathroom

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?
- Is there a window that can be opened or a working vent system?
- Can the windows and doors that are accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working toilet in the unit for the exclusive, private use of the tenant?
- Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?

Other Rooms Used for Living and Halls

- If the room is used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?
 - If the room is not used for sleeping, is there a means of illumination?
- Is the room free of electrical hazards?
- If the room is used as a bedroom, is there at least one window?
 - Are all windows free of signs of severe deterioration or missing or broken windowpanes?
 - Can the windows and doors that are accessible from the outside be locked?
- Are walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working smoke detector on each level?
 - Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992?
 - In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (not used for living, such as a laundry room)

- Can the windows and doors that are accessible from the outside be locked?
- Are all rooms free of electrical hazards?

Building Exterior

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- If the unit is a manufactured home, is it properly placed and tied down?



Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?
- Is the unit served by an approved public or private sanitary water supply?
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back-up?

General Health and Safety

- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- Is the unit free of rats and severe infestations of mice or vermin?
- Is the unit free of heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approved by a local agency?
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps)?
- If local practice requires it, do all elevators have a current inspection certificate?
 - If local practice does not require a current inspection certificate, are all elevators working and safe?
- Is the unit free of abnormally high levels of air pollution from vehicular exhaust?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Are painted surfaces free of defective paint or adequately treated?
 - Of special concern is potential lead poisoning of children under six years of age.
 - Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.



Most Common Fail Conditions

- Nonfunctional smoke detectors
- Missing or cracked electrical outlet cover plates
- Missing railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (e.g., carpets and/or vinyl)
- Cracked or broken windowpanes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heaters

Making Repairs Promptly

If your rental unit does not pass the initial HQS inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the PHA will verify that they have been made.

- Until the unit passes inspection and the participant family has taken occupancy, the PHA is not responsible for any payments.
- If the family moves in *before* the unit has passed inspection, it is solely responsible for the full amount of the monthly rent.

Unit Rent Determinations

At the time of the HQS inspection, the inspector will also be evaluating the *rent reasonableness* of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, and amenities.

Although there are no HUD “ceilings” on the rents charged in the HCV program, HUD requires that PHAs determine whether rents are reasonable and comparable to those charged for similar unassisted units.

The PHA bases the determination of rent reasonableness and comparability on the HQS inspection report and rental market information.



PHA Disapproval of Tenancies

If the family chooses a unit with a *gross rent* greater than the payment standard and their share exceeds 40% of their *monthly adjusted income*, the PHA is not permitted to approve tenancy.

PHA Disapproval of Owner

The PHA *must* disapprove a unit for any of these reasons:

- The PHA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.

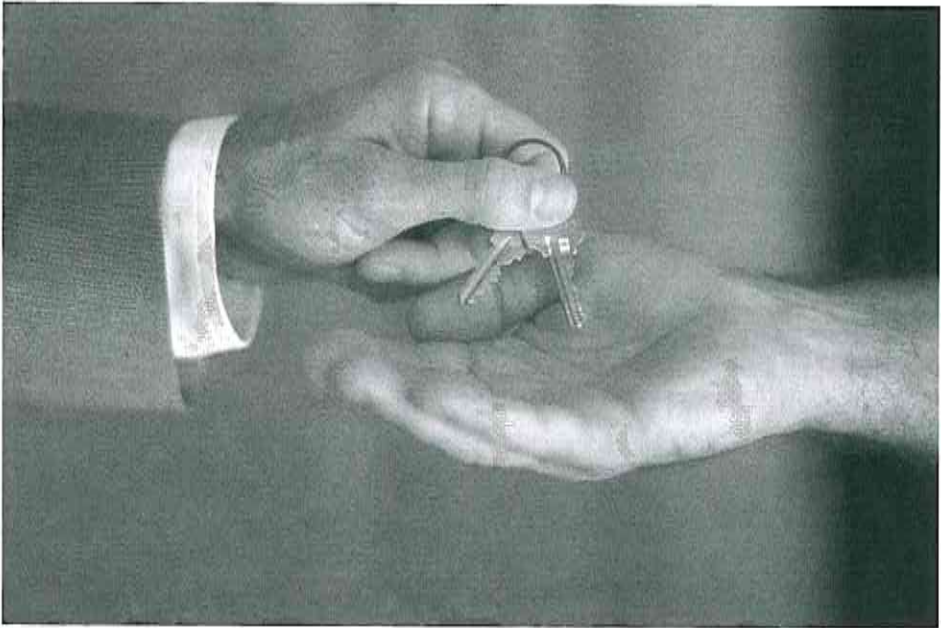
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
- The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the HCV participant family attempting to rent.
 - Unless approving the unit would be a reasonable accommodation for a person with disabilities.

The PHA has *discretion* to disapprove an owner for any of these reasons:

- The owner has violated obligations under a HAP contract.
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug-related or *violent criminal activity*.
- The owner has a history or practice of noncompliance with HQS for units leased under the HCV program.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has a history or practice of failing to terminate the leases of tenants of units assisted under HCV or any other HUD program for activity by the tenants, household members, or guests that:
 - Threatens the right to peaceful enjoyment of the *premises* by other residents.
 - Threatens the health or safety of other residents or PHA employees.
 - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - Engage in drug-related or violent criminal activity.
- The owner has not paid state or local real estate taxes, fines, or assessments.

Step 4: Contract and Lease Signed

If the unit meets the program and HQS requirements, and the tenancy can be approved, you will enter into a HAP contract with the PHA and sign a lease with the HCV participant family.



Step 5: Housing Assistance Payments Made

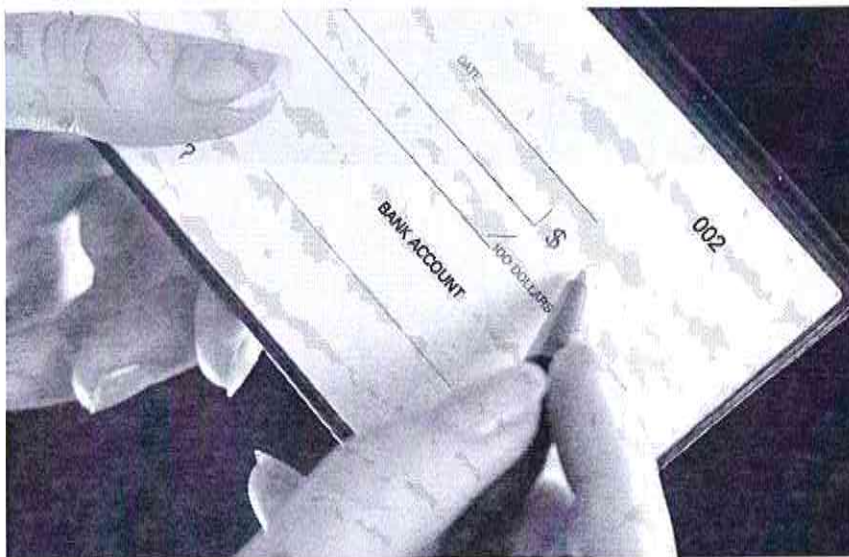
After the HAP contract and lease are signed and the tenancy has been approved, the PHA makes the initial HAP payment to the owner and continues to make monthly payments on or about the first of each month as long as the following conditions are met:

- The unit meets HQS.
- The tenant is eligible for assistance.
- The tenant resides in the unit.
- The owner is in compliance with the contract.

If the PHA fails to make timely payments, it may be obligated by HUD regulations to pay a late fee.

Family Payments to Owner

The family is responsible for paying the difference between the PHA's payment amount and the total rent to owner for the unit. It is your responsibility to collect the *family rent to owner*.



HUD-Required Annual Activities

There are two HUD-required annual activities:

- Recertification
- HQS Inspection

Recertification of Family

Each family is required to provide information about total family income, allowable deductions from income, and household composition at least once a year to the PHA for recertification.

If a family's income has increased or decreased, the amount of the family's payment to the owner will change, but the total amount received by the owner (from both the family and the PHA) will be the same.



Changes in Payments

The PHA will provide advance written notice to the family and to you if the family's portion of the rent changes.

If a family fails to cooperate in the recertification process, the result will be loss of rental assistance. The PHA will notify you if the family's rental assistance is being terminated. The PHA will not make a housing assistance payment to the owner for any month after the month in which the family moves out.

Annual Inspection of Units

Every unit must be inspected by the PHA for HQS compliance at least once a year. The PHA will provide advance written notice to you and family of the date and time of the annual HQS inspection. Written notice of the inspection's results will also be given.

If the unit does not pass the inspection, a reasonable time will be given to make repairs.

The family is responsible for the repair of any tenant-caused damage beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied appliances and the payment of tenant-supplied utilities.



Abatement of Payments

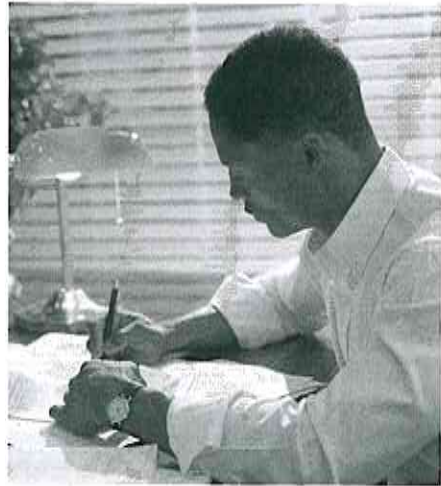
According to the HAP contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP contract. At any time that it is determined the unit does not meet HQS, the PHA will notify you in writing and provide a reasonable time for repairs.

If the repairs are not made within that time, the PHA is required to abate payments for the unit. Although the family will still be responsible for its share of the rent if the PHA abates payments, the conscientious owner will monitor the condition of the unit and make repairs promptly.

HCV Program Rent Increases

You may increase the rent after the initial term of the lease, with a 60-day notice to the family and the PHA. The proposed increase must be reasonable. Check with your PHA representative for information on the PHA's policy on rent increases in the HCV program.

Remember, your lease must allow for rent increases after the initial term. Any increase cannot make the rent greater than that charged for comparable unassisted units.



Other Changes in the Lease

If you and the family agree to any changes in the lease, the changes must be in writing, and the owner must immediately give the PHA a copy of the changes. Some changes in the lease will not require a new lease or HAP contract, however, the following changes *always* require the owner and tenant family to request PHA approval of a new tenancy:

- Any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Any changes in the term of the lease
- Any moves from one unit to another (including moves to a different unit within the same building or complex)

If the PHA approves the new tenancy, a new lease and HAP contract will be required.

Family Obligations to Owner

The family obligations to the owner are contained in the lease agreement. Make sure that as a part of your tenant selection process, you review the lease agreement carefully with the family.

Families are obligated to pay its portion of the rent to you on time and in accordance with the terms of the lease and to take care of the unit.

Generally, you are required to make repairs and provide routine maintenance, but the family also bears some responsibility for ensuring that the unit passes the annual HQS inspection.

Utilities

If the family is required to provide any utilities (such as electricity, gas, or water), it must keep them in service. If it fails to do so, the unit will not meet HQS. In that case, the family will be given a short time to get the utilities back into service.

Appliances

The family is required to supply and maintain any appliances not provided by the owner (such as a stove or refrigerator).

Damages

The family is responsible for repairing any tenant-caused damages to the unit or premises beyond normal wear and tear, even if they are caused by a guest of the family. If the family does not fulfill its obligations for the repair of damages as stated in the lease, its assistance may be terminated.

Family Obligations to PHA

HCV families are required by HUD to comply with numerous obligations, which are listed on the family's voucher. A copy of the voucher is included in Chapter 7, and includes obligations such as:

- Supplying any information that the PHA or HUD deems necessary for the administration of the program, certification, or recertification.
- Disclosing social security numbers and signing and submitting consent forms allowing the PHA to obtain information.
- Resolving any HQS violations caused by any of its household members or any of their guests.
- Allowing unit inspections by the PHA at reasonable times and after reasonable notice.
- Notifying the owner and the PHA in writing before moving out of the unit or terminating its lease.
- Using the unit primarily as a residence and as the family's only residence.
- Notifying the PHA of any changes in family composition or size.
- Not subleasing, assigning, or transferring the unit to anyone else.
- Notifying the PHA in writing when the family intends to be away from the unit for any extended period of time.
- Not receiving HCV assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

Owner and PHA Communication

Since many family obligations involve the owner, communication between you and the PHA is vital to the success of the HCV program. For example, if you intend to evict a family for serious or repeated violations of the lease, the owner's notice must be clear and complete so that the PHA can determine whether a family obligation has been violated.

Owner Obligations to the Family

Owners that participate in the HCV program have obligations to both participant families and the PHA.

Nondiscrimination Compliance

All rental property owners (unless meeting narrow exceptions under federal law) are subject to the Fair Housing Amendments Act of 1988, as well as federal civil rights laws, and local fair housing laws that prohibit discrimination in housing.

Under both federal and local fair housing laws, a landlord may not discriminate on the basis of race, color, sex, religion, disability (also called “handicap”), national origin, familial status (meaning, having children), and age.

Violations of fair housing, civil rights, and nondiscrimination laws will result in denial or termination of participation in the HCV program and could result in civil penalties.

It is in your best interest as an owner to use the same methods of screening and selection for all renters and to keep complete documentation. At your request, the PHA can give you additional information about fair housing and nondiscrimination requirements.

Reasonable Accommodations and Modifications

An owner cannot discriminate against persons with disabilities or a ***disabled family*** and should be aware of his or her obligations under federal law to make ***reasonable accommodations*** in rental policies to allow equal access to housing.

Owners also have obligations to allow ***reasonable modifications*** to a rental unit and common space areas for a person with disabilities at the individual’s or family’s expense. These reasonable modifications are required in the private rental market by the Fair Housing Act.

Notify the PHA if you have, or know of another owner who has, units with accessibility features for persons with disabilities.

Owner Obligations to the PHA

Common Owner Violations

Most owners who participate in the HCV program comply with the program rules and the terms of the HAP contract, but occasionally some do not.

If an owner violates the rules, he or she becomes subject to administrative or other, more severe sanctions. The PHA's goal is to prevent any embarrassment or expense that may result from owner violations by making sure that the program rules are understood. Below are some common owner violations.

Failing to Maintain a Unit

The owner is responsible for the normal maintenance and upkeep of a unit. Repairs you are responsible for should be made in a timely manner.

Accepting Payments for a Vacant Unit

If a family moves in violation of its lease, you must notify the PHA immediately and do not accept a payment for a vacant unit.

Demanding or Accepting Side Payments

The PHA determines the amount a family pays for rent. Any additional payments must be approved by the PHA.

Change of Ownership

As a provision of the HAP contract, you may not assign the HAP contract to a new owner without the prior written consent of the PHA. You must notify the PHA if you put the property on the market for sale.

Your PHA representative will provide you with a form to complete if the ownership or management of a property changes. Be prepared to provide the PHA with all pertinent information requested to document the change.

Termination of Tenancy by Family

The family may terminate tenancy in accordance with the lease and tenancy addendum. The family must give the owner and the PHA notice of termination of tenancy before moving from the unit.

Termination of Tenancy by Owner

During the initial term and any extension term of the lease, the owner may terminate tenancy in accordance with the lease and HUD requirements only for:

- Serious or repeated violations of the terms and conditions of the lease, including (but not limited to) failure to pay rent or other amounts due under the lease.
- Violations of federal, state, or local law in connection with occupancy or use of unit and premises.
- Criminal activity:
 - Includes any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises.
 - Any drug-related criminal activity, non drug-related criminal activity, or violent criminal activity on or near the premises, whether or not the person has been arrested or convicted for the particular activity, as long as the owner determines that the tenant has engaged in the activity.
- Alcohol abuse that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises.

“Good cause”

- This must be for something the family did or failed to do.
- Examples include disturbing neighbors, destruction of property, or habits that cause damage to the unit.

After the initial term, other good cause includes:

- Failure by the family to accept the offer of a new or revised lease.
- The owner’s desire to use the unit for personal or family use or for a purpose other than as a residential unit.
- Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

Termination Restrictions

An owner cannot terminate tenancy because the PHA doesn’t make a housing assistance payment or if the payment is late. The PHA is, however, held responsible for payments to the owner through the HAP contract.

VAWA

Additionally, in certain circumstances, an owner’s right to terminate tenancy is limited by the *Violence Against Women Reauthorization Act (VAWA)*. The PHA will provide notice to owners of their rights and obligations under VAWA, as well as to HCV families.

Under VAWA, which is a gender-neutral law, owners may not consider actual or threatened *domestic violence, dating violence, or stalking* as a cause for terminating the tenancy or occupancy of the victim.

This means an owner cannot consider such violence or stalking to be:

- A serious or repeated violation of the lease by the victim.
- Other good cause for terminating the tenancy or occupancy rights of the victim.
- Criminal activity justifying the termination of the tenancy of the victim.

However, an owner or manager does retain the authority to terminate tenancy of a victim if:

- ❑ The termination is for a lease violation that is premised on something other than an act of domestic violence, dating violence, or stalking against the victim and the owner is holding the victim to a standard to which other tenants are held.
- ❑ It can be demonstrated that an actual and imminent threat exists to other tenants (or those employed at or providing service to the property) if the tenancy of the victim is not terminated.

VAWA does **not** provide these same protections to the perpetrator of the domestic violence, dating violence, or stalking.

Notwithstanding any laws to the contrary, an owner or manager may *bifurcate* a lease, or divide it into two parts, to remove the perpetrator from the lease while allowing the victim to maintain housing and not be penalized.

The perpetrator can be removed from the lease, regardless of whether he or she is a signatory to a lease.

Many cities and states also have additional protections for victims of domestic violence under local fair housing laws, which obligate owners to allow victims to obtain and maintain housing.

Owner Notice to Terminate Tenancy

The owner may only evict a tenant by instituting a court action. The owner's decisions and actions regarding termination of tenancy must not be contrary to fair housing and civil rights laws.

The owner must give the tenant a written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. This notice is a notice to vacate, or a complaint or pleading used under state or local law to start an eviction action.

The notice may be included in or combined with any eviction notice given to the family. HUD requires the owner to give a copy of both notices to the PHA.

Termination of Tenancy by the PHA

A family's assistance can be terminated by a PHA for various reasons, including if a family fails to fulfill its obligations under the program or if it seriously or repeatedly violates the lease. If the PHA terminates program assistance to a family, the PHA will provide the owner with advance written notice of termination of assistance, and the HAP contract for the family will terminate automatically.

HAP Contract Termination

The HAP contract runs concurrently with the lease and terminates automatically when the lease terminates. It may also end when a family's income increases to the point that a PHA payment to the owner is no longer necessary. The HAP contract terminates automatically 180 calendar days after the last assistance payment is made to the owner.

Owner Breach of Contract

The PHA also has the right to terminate tenancy if it determines that an owner has committed a breach of the HAP contract. Any of the following activities by owners will be considered a breach of contract:

- Violating any terms of any HAP contract.
- Failing to fulfill any owner obligation under the HAP contract, including HQS.
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program.
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connection with a mortgage insured or loan made by HUD.
- Engaging in drug-related criminal activity.
- Engaging in any violent criminal activity.

A Final Note

Information and cooperation are two key ingredients to developing a rewarding relationship with a PHA and family in leasing your rental unit. With the help of this handbook and your PHA representative, you are sure to be a successful owner in the HCV program!

Successful Owners...

- Carefully screen families and select good tenants
- Offer decent, safe, and sanitary units to HCV families
- Prepare the unit for HQS inspection
- Collect rent on time
- Comply with the HAP contract and tenancy addendum
- Enforce the lease
- Make prompt repairs to units
- Maintain the quality of units
- Keep units occupied
- Work with the PHA to resolve problems



Chapter 6 Glossary of HCV Program Terms

Adjusted income: Annual income less allowable HUD deductions and expenses.

Admission: The execution date of a resident's HAP contract in a tenant-based program.

Annual income: The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income.

Applicant: A family that has applied for admission to a housing program but has not yet been admitted to the program.

As-paid states: States where a welfare agency adjusts the shelter and utility component of a welfare grant in accordance with actual housing costs.

Bifurcate: To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Child care expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Cohead: An individual in a household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent.

Contract rent: See *Rent to owner*.

Covered families: Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program and that may be subject to a welfare benefit sanction for noncompliance with this obligation.

Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Dependent: A member of a family (excluding the family head, spouse, and any foster children) who is under 18 years of age, is a disabled person, or is a full-time student.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See *Person with disabilities*.

Displaced person: A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

Domestic violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-related criminal activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug trafficking: The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

Economic self-sufficiency program: Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. These include job training, employment counseling, work placement, basic skills training, general education, English proficiency training, workfare, financial or household management training, apprenticeships, and other programs (such as drug abuse or mental health treatment) necessary to prepare people to work.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Excess medical expenses: Any unreimbursable medical expenses incurred by an elderly or disabled family in excess of 3% of the family's annual income.

Extremely low income family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair market rent (FMR): The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. FMRs are established by HUD. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

Family rent to owner: The rent to owner minus the housing assistance payment.

Family Self-Sufficiency program (FSS): A program developed by a PHA to promote the self-sufficiency of assisted families, including the provision of supportive services.

Family share: The portion of rent and utilities paid by a family.

Foster child care payment: Payment to eligible households by state, local, or private agencies appointed by the state to administer the care of foster children.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the educational institution.

Gross rent: The sum of the rent to owner plus any utility allowance. If there are no tenant-paid utilities, the rent to owner equals the gross rent.

Head of household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

Housing agency (HA): See *Public housing agency (PHA)*.

Housing assistance payment: The monthly assistance payment a PHA makes to the owner for the rent to owner under the family's lease. This may include an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing assistance payments (HAP) contract: A written agreement between a PHA and a housing owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. A HAP contract defines the responsibilities of both the PHA and the owner.

Housing choice voucher: A document issued by a PHA to a family selected for admission to the Section 8 housing choice voucher (HCV) program. The voucher describes the program and the procedures for PHA approval of a unit selected by the family. Sometimes called *voucher*.

Housing choice voucher (HCV) program: The Section 8 tenant-based rental assistance program in which a family selects a privately owned rental unit, and the family, the PHA, and the owner of the unit enter into legal agreement with one another. Sometimes called *voucher program*.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing unit: See *Unit*.

HUD: The Department of Housing and Urban Development or its designee.

Imputed asset: An asset disposed of for less than fair market value during the two years preceding certification or recertification.

Imputed income: The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

Imputed welfare income: An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's annual income and is therefore reflected in the family's rental contribution.

Landlord: Either the legal owner of a property or the owner's designated representative or managing agent.

Lease: A written agreement between an owner and an eligible family for the leasing of a housing unit.

Lease addendum: See *Tenancy addendum*.

Live-in aide: A person who resides with an elderly or disabled person and who is determined by a PHA to be essential to the care and well-being of the person. The live-in aide is not obligated for support of the person, and would not be living in the unit except to provide necessary supportive services.

Low-income family: A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical expenses: For elderly or disabled families, the total out-of-pocket medical expenses that are anticipated during the period for which annual income is computed.

Minor: A member of a family under 18 years of age who is not the head, spouse, live-in aide, or foster child/adult.

Monthly adjusted income: One-twelfth of annual income after allowances.

Monthly income: One-twelfth of annual income before allowances.

Net family assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

Owner orientation: A meeting with a PHA representative for the purpose of learning the rules and procedures for participating as an owner in the HCV program.

Participant: A family that has been admitted to a PHA program and is currently being assisted in the program.

Payment standard: The maximum subsidy payment for a family under the HCV program. The PHA sets a payment standard between 90% and 110% of the current HUD-published FMR.

Person with disabilities: For the purposes of program eligibility, a person who has a disability as defined in federal law [42 U.S.C. 423 or 42 U.S.C. 6001] or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. For the purpose of reasonable accommodation, a person with disabilities is a person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Portability: The ability of a family to move with its HCV tenant-based assistance from the jurisdiction of one PHA to that of another.

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public assistance: Welfare or other payments to families or individuals that are based on need and are made under programs funded separately or jointly by federal, state, or local governments.

Public housing agency (PHA): Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low income families.

Reasonable accommodation: Under the federal Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Reasonable modification: A structural change made to the premises or a tenant's unit. Federal fair housing laws allow persons with disabilities to make adjustments to their rental units at their expense. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Recertification: The process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months if no interim changes are reported by the family. Sometimes called *reevaluation*.

Remaining member: A person left in assisted housing after other family members have left.

Rent reasonableness: A rent to owner that is not more than either the rent charged for comparable units in the private unassisted market or the rent charged by the owner for a comparable unassisted unit in the building or on the premises. Sometimes called *reasonable rent*.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

Request for tenancy approval (RTA): A PHA form completed by an owner and family and used by the PHA to determine whether a unit is eligible and a lease complies with program requirements.

Security deposit: A dollar amount that can be collected from a family by an owner and used for amounts owed under a lease according to state or local law.

Single person: A person living alone or intending to live alone.

Specified welfare benefit reduction: A reduction of welfare benefits for a covered family that may not result in a reduction of a family's rental contribution. This includes a reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse: The marriage partner of a head of household.

Stalking: To follow, pursue, place under surveillance, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; and to place a person in reasonable fear of death, serious bodily injury, or emotional harm to that person, their immediate family member(s), or spouse, or intimate partner.

Subsidy standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenancy addendum: A HUD-designed addition to an owner's lease that includes, word for word, all HUD-required language.

Tenant: The person who executes a lease as lessee of a dwelling unit.

Tenant rent: The amount payable monthly by a family as rent to an owner in an HCV program or to a PHA in a public housing program.

Total tenant payment (TTP): The total amount the HUD rent formula requires a tenant to pay toward rent and utilities.

Unit: A residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

Utility allowance: A PHA's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

Utility reimbursement: The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total tenant payment.

Violence Against Women

Reauthorization Act (VAWA):

Signed into law in 2006, this federal law protects victims of domestic violence, dating violence, sexual assault and stalking who live in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing their housing.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: See *Housing choice voucher*.

Voucher program: See *Housing choice voucher (HCV) program*.

Sample HUD Program Forms

So that you can become more familiar with them, we have included several sample HUD program forms in this handbook. Please note that they have been reduced in size to fit the handbook, and are not intended for use directly from this text. The PHA will provide you with original forms, or you may view and download them from HUD's Web site at: <http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm>.

The following HUD program forms are included here for your reference:

- Sample Housing Choice Voucher
- Sample Request for Tenancy Approval
- Sample Housing Assistance Payments (HAP) Contract for the Housing Choice Voucher Program
- Sample Tenancy Addendum for the Housing Choice Voucher Program

Sample Property Management Forms

We have also included the following sample forms for use in day-to-day property management operations:

- Tell Me How It Works!
- Notice of Available Unit
- Notice of Family Move-Out
- Fraud and Program Abuse Reporting Form

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 9/30/2012)

Public Reporting Burden for this collection of information is estimated to average 0.05 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. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 - 1. The owner and the family must execute the lease.
 - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 - 1. The proposed unit or lease is disapproved for specified reasons, and
 - 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.

- 10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
- 11. Give the PHA a copy of any owner eviction notice.
- 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.
 - 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 - 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 - 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a 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. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

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. 9/30/2012)

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. Assurances of confidentiality are not provided under this collection. 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)

**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. 09/30/2012)

Instructions for use of HAP Contract

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

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

- Part A Contract information (fill-ins).
- See section by section instructions.
- Part B Body of contract
- Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

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

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

The owner shall provide or pay for the utilities 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**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

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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Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

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

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.
- 5. Provision and Payment for Utilities and Appliances**
- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.
- 6. Rent to Owner: Reasonable Rent**
- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
- (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.
- 7. PHA Payment to Owner**
- a. When paid
- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility.**
- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).
- 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. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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

17. **Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all 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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
- (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

c. 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.

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 a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

16. Notices

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. 10/31/2010

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1. **Section 8 Voucher Program**
 - a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
 - b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.
 2. **Lease**
 - a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
 - b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.
 3. **Use of Contract Unit**
 - a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
 - b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
 - c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
 - d. The tenant may not sublease or let the unit.
 - e. The tenant may not assign the lease or transfer the unit.
 4. **Rent to Owner**
 - a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
 - b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
 - c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.
 5. **Family Payment to Owner**
 - a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
 - b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
 - c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
 - d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
 - e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
 - f. The owner must immediately return any excess rent payment to the tenant.
 6. **Other Fees and Charges**
 - a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
 - b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
 - c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
 7. **Maintenance, Utilities, and Other Services**
 - a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

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

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

c. 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 a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Tell Me How It Works!

Instructions: *This form may be used at any time while you are on the program. If you have a question about how the program works or a specific issue, just complete this form and mail it to the PHA.*

I would like an answer to the following question(s):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

I would like to make the following comment:

Notice of Available Unit

I have the following unit available for rent to Section 8 voucher holders:

Unit Address _____ Unit # _____

City, State, Zip code _____

Year constructed _____ Square feet _____

Number of bedrooms _____

Number of bathrooms _____

Proposed rent _____

Check below the utilities *included* in the rent:

- Heat: Natural gas Bottled gas Oil/Electric Coal/other
- Cooking: Natural gas Bottled gas Oil/Electric Coal/other
- Hot water: Natural gas Bottled gas Oil/Electric Coal/other
- Water
- Sewer
- Trash
- Other electric (lights, etc.)
- Cable TV

The unit is is not accessible for persons with disabilities.

Accessibility modifications have have not already been made to the unit.

Distance to public transportation _____

 shopping _____

 schools _____

Please fill out other side also.

Unit is:

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

Check any of the following that apply:

- | | |
|---|--|
| <input type="checkbox"/> Carpet | <input type="checkbox"/> Storm windows/doors |
| <input type="checkbox"/> Drapes/miniblinds/shades | <input type="checkbox"/> Screen doors |
| <input type="checkbox"/> Working fireplace | <input type="checkbox"/> Laundry facilities |
| <input type="checkbox"/> Private patio/deck/balcony/porch | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> On-site parking |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Eating counter/breakfast nook | <input type="checkbox"/> Party room |
| <input type="checkbox"/> Pantry or abundant shelving/cabinets | <input type="checkbox"/> Exercise facility |
| <input type="checkbox"/> Self-cleaning oven | <input type="checkbox"/> Playground/picnic area |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Tennis court(s) |
| <input type="checkbox"/> Washer/dryer | <input type="checkbox"/> Pets policy |
| <input type="checkbox"/> Washer/dryer hookups | <input type="checkbox"/> Security personnel |
| <input type="checkbox"/> Security screen doors | <input type="checkbox"/> On-site management |
| <input type="checkbox"/> Ceiling fans | <input type="checkbox"/> Social services/medical personnel |
| <input type="checkbox"/> Cable/satellite TV hookup | <input type="checkbox"/> Other (specify) _____ |

The overall quality and condition of this unit is

- Below average Average Above Average Excellent

Contact name _____ Phone # _____

- Owner Property manager

Address _____

Notice of Family Move-Out

The family at the following address has moved as of _____
(date)

Unit Address _____ Unit # _____

City, State, Zip code _____

Comments _____

Proper notice given? Yes No

Signed _____ Date _____

Owner Property manager



Please answer the following questions:

How long has this situation existed?

Is there anyone other than you who can verify this information?

Yes No

If yes, who? _____

Telephone number _____

What other facts would help us verify this information?

Name (optional) _____

Telephone number _____ Date _____

This is one of a series of publications available from Nan McKay & Associates. NMA is recognized nation-wide as a leader in providing training, consulting and publications for the assisted housing industry.

For specific information about the program in your area, please contact your housing authority.