



Hancock Metropolitan Housing Authority

Housing Choice Voucher Program

# Landlord Guidebook

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## **Hancock Metropolitan Housing Authority**

Thank you for your interest in HUD's Housing Choice Voucher Program. This program is designed to help low-income households bridge the gap between what they can afford to pay for rent based on their income and the actual rent for a market rental. The following program guide will explain the rental assistance program administered by HMHA.

All Housing Choice Voucher (HCV) Program participants and owners are subject to federal rules and regulations. HMHA will make every effort to inform you of HCV Program rules and advise you of how new or revised rules will affect you.

We look forward to you becoming a partner in HMHA's mission to provide affordable housing to low-income families in Hancock, Hardin, Putnam, and Wyandot Counties. If you decide to participate in our program, we will work very hard to provide you professional, courteous, and consistent service.

Don't hesitate to contact our Executive Director, Casey Ricker, if you have any additional questions or want to introduce yourself!

**419.424.7848 Ext 139 or 419.420.5076**

Please note: The Hancock Metropolitan Housing Authority (HMHA) does not pre-screen tenants for suitability or behavior; this is the sole responsibility of the owner/landlord.

# **Housing Choice Voucher Program Basic Guidelines**

The Housing Choice Voucher Programs are designed to achieve these major objectives:

- To provide decent, safe, and sanitary housing for very low-income families while maintaining their rent payments at an affordable level.
- To promote freedom of housing choice and spatial de-concentration of low-income families of all races and ethnic backgrounds
- To provide an incentive to private property owners to rent to low-income families by offering timely assistance payments

## **Fair Housing Policy**

It is the policy of HMHA to comply fully with all federal, state, and local nondiscrimination laws, as well as the rules and regulations governing fair housing and equal opportunity in housing and employment.

HMHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Housing Choice Voucher Program on the basis of race, color, sex, religion, creed, national origin, ancestry, ethnicity, age, familial status, handicap, or disability.

## **Owner Outreach**

HMHA encourages owners of decent, safe, sanitary housing units to lease to Housing Choice Voucher families.

Prospective owners interested in providing decent, safe, and sanitary housing can contact the Executive Director, Casey Ricker.

## **Tenant Selection**

The tenants apply for rental assistance with the Hancock Metropolitan Housing Authority when applications are being accepted. The eligible applicants are placed on a waiting list. The waiting list is sorted by preferences, targeted funds then date/time of application. The applicant must be income eligible with a criminal history check completed to verify that there has been no illegal drug activity or violent criminal activity within the past 12 months. Previous assistance history check is completed as well.

When pulled from the list of applicants, the applicant attends an eligibility interview to determine final income eligibility. Then they attend a mandatory briefing session. The briefing session explains the Housing Choice Voucher program rules and regulations. The tenants are advised on the proper procedure for finding housing regarding the bedroom size allocated to them based on family size. The applicant receives a Housing Choice Voucher that allows the applicant to begin their search for housing.

The tenant will have 60 days after receiving the voucher to locate adequate housing that will meet the Housing Quality Standards guidelines.

## **Owner Screening Tenants**

Owners are encouraged to conduct a screening of each applicant. Owners should develop and use a screening procedure for every applicant that applies. This screening process should be consistent for applicants receiving rental subsidies or open markets.

Factors such as paying rent and utility bills, caring for a leased unit, criminal activity that threatens the health, safety, or property of others, and respect for other residents' right to a peaceful living environment may be considered when screening tenants.

## **Requesting Information on a Prospective Tenant**

Owners proposing to participate in the Housing Choice Voucher Program can contact a Housing Specialist to request information regarding a voucher holder. The Housing Specialist can only furnish the family's current address as shown on record and the name and address of the landlord at the family's current and prior address. HMHA cannot provide a prospective landlord with any other information about a voucher holder.

HMHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic violence or a witness protection program.

## **Unit Eligibility**

A Housing Choice Voucher recipient locates a unit and a willing landlord who will provide affordable housing. The voucher holder will furnish the Request for Tenancy Approval (RTA) form to the owner. The RTA will supply information regarding the following:

- Unit Address
- Type of unit (i.e., single, duplex, multi-unit, etc.)
- Rent amount requested by the owner
- Parties responsible for the utilities
- Parties responsible for the appliances

The signatures from the owner and the applicant on the RTA are not considered a binding contract. The signatures signify that a proposed agreement to rent the unit has been reached.

Along with the RTA, the owner must also complete the Housing Survey and provide a copy of the Owners Residential Lease Agreement.

An example RTA and Housing Survey are attached to the end of this document.

The Housing Specialist who is assigned to that Housing Choice Voucher recipient conducts a review of the RTA. The review shall determine if:

- The owner is eligible to participate in HCVP
- The tenant's share of the rent does not exceed 40% of the family's adjusted monthly income

If the unit is determined affordable, an HMHA HQS Inspector will contact the owner to schedule a Housing Quality Standards (HQS) inspection within approximately ten working days.

If it is determined that the RTA is not affordable, the Housing Specialist will contact both the landlord and the voucher holder to notify them.

## **Lease Requirements**

The tenant and the owner must enter a written lease agreement for no less than twelve months. The owner must use a standard lease form if the same form is used for rental to unassisted tenants. The lease must be consistent with state and local law.

The form HUD 52641-A Tenancy Addendum must be included with the owner's lease agreement. This form is attached to the end of this document. It is also available on our website at [hancockmetro.com](http://hancockmetro.com).

HMHA will review the lease furnished by the owner to ensure that it specifies the following:

- The names of the owner and the tenant
- The unit rented (address, apartment number, and any other information needed to identify the unit)
- The term of the lease (must have a beginning date and end date)
- The amount of the monthly rent to the owner
- A specification of what utilities and appliances are to be paid by the owner and by the family

If these items are lacking in the lease agreement, the assigned Housing Specialist will notify the owner and allow ten days to make the necessary corrections to the lease agreement. However, the lease agreement, including the Housing Assistance Payment contract, must be executed no later than fourteen days from the effective date of the lease.

## **Security Deposit**

The landlord collects a security deposit from the tenant and should not exceed a deposit usually collected from an unassisted tenant.

Owners must comply with state and local laws regarding the management of security deposits (payment of interest, charges against the security deposit, etc.). If the security deposit is not sufficient to cover the amount that the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **Lead-Based Paint Disclosure**

Owners must disclose known lead-based paint or lead-based paint hazards and provide the prospective tenant with the Environmental Protection Agency (EPA) pamphlet titled "Protect Your Family From Lead In Your Home." Owners must obtain and maintain a copy of a signed form stating that awareness of disclosed information regarding lead-based paint hazards was given.

## **Adjusting the Lease Agreement**

Changes to the lease agreement must be in writing, and the owner must immediately notify the tenant and HMHA of the changes. If feasible, the HMHA Housing Specialist will review the proposed changes and make the adjustments.

The owner must notify HMHA and the tenant *at least* 60 days before adjusting the rent amount, and any such changes will be subject to rent reasonableness requirements.



## **Housing Assistance Payment Contract**

The Housing Assistance Payments (HAP) Contract is between HMHA and the owner. The owner will be required to execute a HAP Contract that outlines requirements for the Housing Choice Voucher Program. The term of the HAP Contract begins on the first day of the lease term. An example HAP Contract is attached to the end of this document.

The HAP Contract provides tenant-based assistance under the Housing Choice Voucher Program. The HAP Contract must be word for word in the form prescribed by HUD.

Once the unit is inspected and approved for the tenant to take occupancy, a Housing Assistance Payment contract shall be prepared for the owner's signature. The Housing Specialist shall prepare these documents, and the Receptionist will contact the owner to sign the HAP Contract. Depending on when HMHA receives a copy of the signed lease agreement, this process may take approximately ten working days after the unit passes inspection.

## **Rental Subsidy Payment**

The monthly Housing Assistance Payment amount shall be determined by the family's income and according to HUD requirements for calculating the tenant's rent. The family must not pay more than 40% of the household's monthly adjusted income. A Housing Specialist determines the family's total tenant payment when entering the program and updates it annually.

Once the family's affordable portion of the rent is determined, HMHA fills the gap for the remaining contract rent for the unit.

The amount of the Housing Assistance Payment is subject to change during the contract term if the:

- Family's income changes
- Family's household size changes

- Landlord has made changes to the utility structure
- Landlord has made an adjustment to the contract rent amount

A Housing Specialist shall send a Contract Amendment Notice (AOP) notifying both landlord and tenant of the portions of rent from the tenant and HMHA.

A HAP payment will be prepared monthly and deposited directly to the owner's bank account to receive on or about the 1st of each month (*if enrolled in Direct Deposit*). Paper checks are mailed out on the 1<sup>st</sup> business day of each month. If the HAP check is not received on its due date, ten days is required before reporting the missing check to the Accounting Department/Executive Director.

The Housing Assistance Payment shall only be paid to the owner while the family is residing in the unit during the term of the Housing Assistance Payment. HMHA shall not pay a Housing Assistance Payment to the owner for any month the tenant is not occupying the unit.

## **Tenant's Portion of Rent**

The owner will be required to collect the tenant's share of the rent. The owner is responsible for enforcing the rent payment policy as stipulated in the owner's lease agreement. At no time shall the tenant pay more than what has been determined by HMHA.

## **Rent Reasonableness Determinations**

Rent should not exceed the cost of comparable, unassisted units in the market area. Information is gathered from local apartment guides, advertisements in local newspapers, and information provided by owners.

The purpose of the rent reasonableness test is to ensure that:

- A fair rent is paid for units selected for participation in HCVP
- The Housing Choice Voucher Program does not have the effect of inflating rents in the community

Market surveys used to assist in rent reasonableness determinations should include the following information:

- Unit location
- Size and type
- Quality
- Accessibility for the handicapped
- Amenities
- Facilities
- Management and maintenance service
- Gross rent of the unit

The Housing Choice Voucher recipient's assigned Housing Specialist will advise whether rent is reasonable based on the market study.

## **Payment Standard**

The payment standards for Hancock, Hardin, Putnam, and Wyandot Counties will be 100% of the published Fair Market Rents. The payment standard is a baseline used to determine the family's portion of rent.

## **Request for Change of Ownership**

The current owner may not assign the Housing Assistance Payment contract to a new owner without notifying the Housing Choice Voucher office. Contact HMHA to discuss the proper procedure.

## **Annual Processes**

An HQS inspection is required at each unit occupied by a program participant within twelve months of the last inspection. This will determine whether the unit is maintained decent, safe, and sanitary. Units must be maintained in accordance with the Housing Quality Standards throughout an assisted tenancy.

The Housing Choice Voucher recipient shall report to the Housing Specialist each year before the anniversary date of the Housing Assistance Payment contract to update the income status of the household. The income shall be reviewed to determine continued eligibility for housing assistance.

## **Abatement**

If it is determined that the unit does not meet the Housing Quality Standards (HQS), the Inspector will send the owner and the tenant a notice of defects shown by the inspection. Generally, thirty days will be allowed for the owner (or tenant, as appropriate) to make the repairs. Exceptions will be made for repairs needed to correct defects determined by the Inspection Department that threaten the tenant's health or safety. The unit's lack of heat or electricity or fire damage must be corrected within twenty-four hours.

HMHA will re-inspect the unit after the initial correction period. If the re-inspection shows that the defects have not been corrected, the HAP payment will be abated for a period not to exceed sixty days. HMHA will notify both landlord and tenant of the decision to abate the Housing Assistance Payment.

HMHA will not make any retroactive payment during the abatement period for Housing Quality Standards reasons.

Suppose the defects have not been corrected by the end of the first sixty day abatement period, and it is determined that the defects are the responsibility of the owner. In that case, the HMHA Staff will terminate the HAP contract and advise the family to look for another unit.

Suppose the unit does not meet the HQS for tenant reasons, and the defects have not been corrected by the end of the initial correction period. In that case, the HAP contract and the family's participation in HCVP will terminate.

Such termination may occur if the family:

- Fails to pay for utilities that are to be paid by the tenant
- Fails to provide or maintain in working order any appliances that are

provided by the tenant

- Damages the unit beyond normal wear and tear

HMHA Staff will determine if the tenant damage is such that it would cause the termination of the Housing Choice Voucher and will submit a notification of such a decision.

## **Family Moves with Continued Assistance**

An assisted family in good standing may move to a new unit at any time with continued assistance if:

- HMHA has terminated the HAP contract for the old unit due to the owner's breach
- The tenant has given their current owner notice consistent with the terms of the lease
- The lease has been terminated by mutual agreement of the owner and the tenant after the initial lease term

The initial lease term will be for a minimum of twelve months, and a family will not be permitted to move during the initial lease term. An exception may be made when a family verifies instances of threats to the family's safety or other justifiable reasons.

Suppose the owner has evicted the tenant for serious or repeated lease violations or criminal activity in or around the assisted unit. In that case, the family's participation in the Housing Choice Voucher Program will be terminated, and the family will not be allowed to move to a new unit with continued assistance.

## Denial of Owner Participation

HMHA may, at its administrative discretion, refuse to enter into a new Housing Choice Voucher HAP contract with an owner because:

- The owner has a history or practice of failing to terminate the tenancy of residents in units under federally assisted housing programs for drug-related or violent criminal activity, activity that threatens the health or safety of employees and activity that violates other resident's right to a peaceful, safe environment
- The owner has a history or practice of non-compliance with HQS or of otherwise failing to comply with obligations under a Housing Choice Voucher contract
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- The owner has a history or practice of renting units that fail to meet state or local housing codes
- The owner has not paid state or local real estate taxes, fines, or assessments. Owner must present proof that they are current with all real estate tax obligations at the time the HAP contracts are signed or renewed

If HMHA disapproves an owner, notice will be given to the owner and the voucher holder stating the reason for the disapproval.

## Owner Termination of Tenancy

During the lease term, the owner is not permitted to terminate tenancy **except** for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

### **Serious or Repeated Lease Violations**

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease. That would include failure to pay rent or other amounts due under the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, or stalking against that participant. However, HMHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

### **Violation of Federal, State, or Local Law**

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

### **Criminal Activity or Alcohol Abuse**

The owner may terminate tenancy during the term of the lease if any *covered person*, meaning any member of the household, a guest, or another person under the tenant's control, commits any of the following types of criminal activity (for applicable definitions, see 24 CFR 5.100):

- 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);
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the the immediate vicinity of the premises;
- Any violent criminal activity on or near the premises; or
- Any drug-related criminal activity on or near the premises.

## **Other Good Cause**

After the initial lease term, "other good cause" for termination of tenancy by the owner includes:

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

After the initial lease term, the owner gives the family notice at any time under the lease terms.

## **Eviction**

The owner must give the tenant a written notice that specifies the grounds for tenancy termination during the lease term. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before the commencement of the eviction action.

The notice of grounds may be included in, or combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, a complaint, or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant by instituting a court action. The owner must give HMHA a copy of any eviction notice while the owner notifies the family.

Suppose the eviction action is finalized in court. In that case, the owner must provide HMHA with documentation related to the eviction, including notice of the eviction date, as soon as possible but no later than five business days following the court-ordered eviction.



## **Termination of Assistance**

HMHA may terminate assistance to a Housing Choice Voucher participant who is evicted or violates their Family Obligations under the Housing Choice Voucher Program.

These obligations include:

- Supplying required information or documentation
- Maintaining the unit under HQS standards
- Supplying tenant-paid utilities and appliances as required under HQS
- Allowing HMHA to inspect the unit
- Complying with the provisions of the lease agreement
- Notifying HMHA and the owner before moving
- Giving HMHA a copy of any eviction notice
- Using the assisted unit as the family's only residence
- Not engaging in drug-related criminal activity, violent criminal activity or any criminal activity that threatens other residents and neighbors right to health, safety, and a peaceful environment
- Not abusing alcohol in a way that threatens other residents and neighbors' right to health, safety, and a peaceful environment

## **Owner Claims for Damage**

HMHA is not responsible for any vacancy or rent loss claims. The owner has leased the contract unit to the tenant and is encouraged to enforce the lease agreement provisions upon the tenant. This includes sections that pertain to unit care. The owner must comply with the state and local law in obtaining money owed by the tenant for rent loss, damages, etc.

# **Landlord Q & A**

## **Q || What are the benefits of the program?**

**A ||** The Hancock Metropolitan Housing Authority guarantees owners a portion of the rent through the participant's rental assistance. The program's intent is to lessen the family's housing budget burden, helping them afford their rental payment. This results in more consistent, timely, and complete payments to owners. Additionally, periodic unit inspections help alert owners of required or recommended repairs.

## **Q || How do I list my property with your program?**

**A ||** To list your property with the Hancock Metropolitan Housing Authority (HMHA), contact our Executive Director, Casey Ricker.

## **Q || Who is the housing specialist assigned to my tenant?**

**A ||** You may determine who the Housing Specialist is by going to [www.hancockmetro.com](http://www.hancockmetro.com) to find the listing of all HMHA staff.

## **Q || How does the Housing Choice Voucher Program work?**

**A ||** The Housing Choice Voucher program (HCV) is a federally funded program designed to help eligible low-income persons, the elderly, and persons with disabilities reside in safe, decent, affordable housing.

In the program, there are three bi-party contracts. The first contract agreement is between the voucher holder and the Housing Authority. This contract is issued to the voucher holder once they are determined eligible to participate in the HCV Program. This contract agreement is called the Housing Choice Voucher.

The second agreement is the Lease Agreement between the voucher holder and the owner. The voucher holder will be required to sign the landlord's lease agreement before they can move into your rental unit.

The third agreement is between the Housing Authority and the owner. This agreement is called the Housing Assistance Payments (HAP) Contract. The voucher holder seeks housing of their choice and requests the landlord to accept them as a tenant.

Suppose the owner agrees to accept the voucher holder. In that case, the owner completes the Request for Tenancy Approval and the Housing Survey and provides a copy of their Residential Lease Agreement (not signed). Then submits all the completed forms to the Housing Authority.

The Housing Authority will review the Request for Tenancy Approval and arrange with the owner to inspect the dwelling unit to determine if it meets program standards and if the rent is reasonable.

Following the Housing Authority's approval of the dwelling unit, the landlord and the tenant will sign the owner's lease. The owner and the Housing Authority sign a Housing Assistance Payments (HAP) Contract. The HAP contract identifies the amount of total rent, tenant rent, and rent to be paid by the Housing Authority. After the final contract is signed, the Housing Authority authorizes the voucher holder to move into the dwelling unit.

The tenant is required to pay the authorized amount of tenant rent to the owner monthly, and the Housing Authority makes its monthly rental assistance payments directly to the owner.

### **Q || How does the landlord find a Housing Choice Voucher tenant?**

**A ||** Tenants usually find you. A rental unit is placed in the local newspaper for rent, or ask Casey to put your vacancies on HMHA's vacancy list.

The Request for Tenancy Approval (RTA) form must be completed between the landlord and the tenant. The tenant will furnish the completed RTA to their assigned Housing Specialist to determine their eligibility for the unit found.

**Q || How much rent can an owner charge for their unit?**

**A ||** With the Housing Choice Voucher Program, a unit's contract must be within the bounds of being both reasonable and affordable. Rent Reasonableness is based on HUD guidelines and is documented by comparable rents for units of the same size, type, and location.

**Q || When can my new tenant move in?**

**A ||** The move-in should not occur before the unit passes a Housing Choice Voucher inspection. Issues may arise, negating the proposed leasing of the rental unit. All units entering the Housing Choice Voucher Program must pass all Housing Quality Standards before allowing a tenant to take occupancy. You will usually be contacted by phone or e-mail to confirm the approved move-in date.

**Q || Who pays the security deposit?**

**A ||** A full security deposit should be collected from the tenant when the tenant occupies the unit. The family should not use the security deposit to pay for rent or utilities during the occupancy period.

**Q || Who is responsible for the rent when the tenant fails to pay?**

**A ||** If the tenant fails to pay the tenant's share of the rent, the owner will have grounds for terminating the lease agreement for "non-payment of rent." The owner is advised to follow State and local law regarding an eviction procedure.

**Q || How do I request a rental increase on my property?**

**A ||** Requests must be submitted in writing to HMHA *at least* 60 days before the effective date of the increase. HMHA will provide written notice to the owner and the family of the adjustments in the family's and HMHA's portion of this rent amount.

**Q || I have purchased a property with an HCVP participant already living in the unit. What do I do to start receiving the payments?**

**A ||** Contact HMHA and provide documentation to prove that you own the property. Staff will request additional information to amend the HAP Contract and to set you up as a vendor.

**Q || Can I bill my tenant for lost rent while the unit is an abatement for a failed inspection?**

**A ||** No, the HAP Contract has terms that prohibit the charging of the rent to the tenant while the payment is in abatement.

**Q || What are examples of program abuse or fraud?**

**A ||** The U.S. Department of Housing and Urban Development and HMHA are concerned about program abuse. Incidences of program abuse and fraud, include willful and intentional misrepresentations or intent to deceive with regard to a federal program, are criminal acts that will lead to the cancellation of program participation and legal actions resulting in fines and/or imprisonment. Another example of program abuse is when an owner requires a tenant to make "extra" payments not listed or approved in the contract. An example of an "Extra" payment would include requiring the tenant to pay \$50 to supplement the contract amount. Additionally, a program participant cannot ask the landlord to approve the contract rent amount and then offer to pay the landlord extra rent not included in the lease and contract.

**Q || What do I do if a program participant asks me to commit fraud or program abuse?**

**A ||** If a program participant asks you to engage in unlawful or unethical activity, please contact HMHA.

**Q || Is an owner required to participate in the HCV program?**

**A ||** No. However, Federal, State, and Local Laws prohibit housing discrimination based on race, color, creed, sex, national origin, source of income, marital status, or disability.

**Q || What is the purpose of the inspection?**

**A ||** The Housing Quality Standards (HQS) were developed to ensure that housing assisted through the program is "decent, safe and sanitary". The unit is re-inspected annually. The HMHA must inspect a unit to ensure the unit meets Federal HQS and document the condition of the unit at the time assistance begins.

**Q || What if the unit "fails" inspection?**

**A ||** Under Federal regulations, a unit either "passes" or "fails." Any item not meeting the standards will cause the unit to fail. The owner will be notified in writing if the unit fails and what repairs are required to pass the HQS inspection. The owner determines whether they will make the repairs and informs the tenant and the HMHA of this decision.

If the owner does not make the repairs, the family must choose another unit to receive assistance.

If the owner elects to make repairs, HMHA must be notified of repair completions, and the unit will be re-inspected. The assistance cannot begin, nor is the contract effective until ALL the following items have been completed:

1. The unit passes the HQS inspection.
2. The lease and contract have been approved by the HMHA.
3. Participant has possession of the unit.

**Q || What if I need more time to complete the repairs found during a unit inspection?**

**A ||** The landlord is encouraged to check the unit before a scheduled Housing Choice Voucher inspection. This will provide the owner the opportunity to determine what, if anything, will need to be repaired according to Housing Quality Standards. The landlord may request an extension when the weather does not permit repairs to be completed promptly.

# 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. 07/31/2022)

Tenant ID 1234

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. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA) <b>Hancock Metropolitan Housing Authority</b>			2. Address of Unit (street address, apartment number, city, State & zip code) <b>1234 Main Street, Disney, FL 12345</b>		
3. Requested Beginning Date of Lease <b>11/1/2022</b>	4. Number of Bedrooms <b>2</b>	5. Year Constructed <b>1990</b>	6. Proposed Rent <b>\$600</b>	7. Security Deposit Amt. <b>\$600</b>	8. Date Unit Available for Inspection <b>Now</b>
9. Type of House/Apartment <input type="checkbox"/> High Rise <input type="checkbox"/> Mobile Home <input type="checkbox"/> Row/Town House/Duplex <input type="checkbox"/> Single Family Detached <input checked="" type="checkbox"/> Walk Up- Multi-Family			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221 (d)(3)(BMIR) <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Section 236 (insured or noninsured) <input type="checkbox"/> Section 815 Rural Development <input type="checkbox"/> 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 provide the refrigerator and range/microwave.

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





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. Follow instructions above		
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.

EXAMPLE

Print or Type Name of Owner/Owner Representative <i>Print Owner Name</i>		Print or Type Name of Household Head <b>Donald Duck</b>	
Signature <i>Owner Signature</i>		Signature (Household Head) <i>Donald Duck</i>	
Business Address <i>Owner's Address</i>		Present Address of Family (street address, apartment no., city, State, & zip code) <b>123 Quack Lane Findlay, OH 45840</b>	
Telephone Number <i>Owner's Phone Number</i>	Date (mm/dd/yyyy) <i>Enter date</i>	Telephone Number <b>Home: 419-424-7848</b>	Date (mm/dd/yyyy) <b>10/31/22</b>



# Housing Survey

Housing Choice Voucher Program

# EXAMPLE

Please complete all of the information about the housing unit listed below.

## Unit Location

Building Name (optional) \_\_\_\_\_  
Street Address \_\_\_\_\_ Apt # \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_

## Management and Owner Information

### Management Information

Managed By ☐ Owner  
☐ Management Company  
Mgr Name \_\_\_\_\_  
Mgr Phone \_\_\_\_\_  
Is the Owner / Manager On-Site? ☐ Yes ☐ No

### Owner Information

Owner Name \_\_\_\_\_  
Owner Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ ZIP \_\_\_\_\_

## Unit Size, Cost and Utilities Provided

### Size of Unit

Number of Bedrooms \_\_\_\_\_  
Number of Bathrooms \_\_\_\_\_  
Square Footage ☐ Above Average  
☐ Average  
☐ Below Average

### Lease Information

Current Rent \$ \_\_\_\_\_  
Date Rented \_\_\_\_\_

Unit is assisted under a Federal, State or local government program or the rent and rent increases are restricted by law or court action. ☐ Yes ☐ No

### Owner Paid Utilities

Check all utilities that are included in the rent:

☐ Heat ☐ Water Heat ☐ Water ☐ Trash Collection ☐ Refrigerator  
☐ Cooking ☐ Other Electric ☐ Sewer ☐ Air Conditioning ☐ Range

### Owner Provided Appliances

Check all appliances the owner provides:

### Types of Utilities Used

The unit is heated with:

☐ Natural Gas ☐ Bottle Gas  
☐ Electric ☐ Oil

The stove uses:

☐ Natural Gas ☐ Bottle Gas  
☐ Electric ☐ Oil

The hot water is heated with:

☐ Natural Gas ☐ Bottle Gas  
☐ Electric ☐ Oil

# Housing Survey

Housing Choice Voucher Program

## Unit Type, Quality and Age

### Unit Type

Check the one box that best describes the unit

- |   |  |
|---|--|
| <input type="checkbox"/> High Rise              | <input type="checkbox"/> Walk Up- Multi-Family |
| <input type="checkbox"/> Mobile Home            |  |
| <input type="checkbox"/> Row/Town House/Duplex  |  |
| <input type="checkbox"/> Single Family Detached |  |

### Quality of the Unit

Describe the overall quality and condition of the unit in comparison with other apartments you have seen.

- |  |
|--|
| <input type="checkbox"/> Above Average |
| <input type="checkbox"/> Average       |
| <input type="checkbox"/> Below Average |

### Age

Estimated year of construction or last major renovation

\_\_\_\_\_

### Accessibility

Check all boxes that apply if the unit has specific features to assist people with the following types of disabilities:

- |                                   |                                |
|-----------------------------------|--------------------------------|
| <input type="checkbox"/> Hearing  | <input type="checkbox"/> Sight |
| <input type="checkbox"/> Mobility |                                |
| <input type="checkbox"/> Other    |                                |

## Amenities, Services and Maintenance

Check all of the items listed below that are included in the rent of the unit.

- ☐ Balcony, patio, deck, porch
- ☐ Central Air
- ☐ Dishwasher
- ☐ Dryer
- ☐ Exceptional size relative to needs of family
- ☐ Garage
- ☐ Good maintenance of building exterior
- ☐ Good upkeep interior
- ☐ Good upkeep of grounds
- ☐ Large yard
- ☐ Laundry Facilities
- ☐ Parking on site
- ☐ Playground
- ☐ Screen doors or windows
- ☐ Storage Unit
- ☐ Storm windows and doors
- ☐ Swimming Pool
- ☐ Washer
- ☐ Washer - Dryer Hookup

EXAMPLE

## Certification

I certify that the information on this form is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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

**Tenant ID 1234**

**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**

**Donald Duck**

**3. Contract Unit**

**1234 Main St  
Disney, FL 12345**

**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.

**Donald Duck**

**EXAMPLE**

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): 11/01/2022

The initial lease term ends on (mm/dd/yyyy): 10/31/2023

**6. Initial Rent to Owner**

The initial rent to owner is: \$ 600.00.

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 \$ 515.00 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 provide the refrigerator and range/microwave.

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

# EXAMPLE

### Signatures:

#### Public Housing Agency

**Hancock Metropolitan Housing Authority**

Print or Type Name of PHA

Signature

**Casey Ricker, Executive Director**

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)

Document ID: 14766548407

### Mail Payments To:

Name

Address

City, State, ZIP



**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

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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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a 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. Reserved

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

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.



- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

**i. Actual and Imminent Threats:**

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

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

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

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise





penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.209(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

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

## 11. Owner notice of grounds

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

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and



regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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



**Forms:**





Hancock Metropolitan Housing Authority

1800 N Blanchard Street, Suite 114

Findlay, Ohio 45840

Phone: 419-424-7848 Fax: 419-424-7831 E-mail: hmhamain@hancockmetro.com

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## Owner/Landlord Contact Information

Owner/Landlord Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Agent/Manager Name (if applicable): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ ☐ Cell ☐ Home ☐ Work ☐ Other \_\_\_\_\_

Telephone Number: \_\_\_\_\_ ☐ Cell ☐ Home ☐ Work ☐ Other \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

☐ Check box if you prefer to be contacted via email.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional) <b>Hancock Metropolitan Housing Authority</b> <b>1800 N Blanchard Street, Suite 114</b> <b>Findlay, OH 45840</b>
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## Hancock Metropolitan Housing Authority

1800 N Blanchard Street, Suite 114

Findlay, Ohio 45840

Phone: 419-424-7848 Fax: 419-424-7831 E-mail: hmhamain@hancockmetro.com

# LANDLORD DIRECT DEPOSIT SIGN-UP FORM

To sign up for Direct Deposit, please complete Section 1 and attach a voided check.

### SECTION 1 (COMPLETED BY PAYEE):

<b>A</b> NAME OF PAYEE (last, first, middle initial)	<b>C</b> TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
ADDRESS (Street, route, P.O. Box)	<b>D</b> DEPOSITOR ACCOUNT NUMBER <input type="text"/>
CITY STATE ZIP CODE	<b>E</b> ROUTING NUMBER <input type="text"/>
TELEPHONE NUMBER	<b>PAYEE/JOINT PAYEE CERTIFICATION</b> I certify that I am entitled to the payment identified and I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.
<b>B</b> NAME OF PERSON(S) ENTITLED TO PAYMENT	SIGNATURE DATE  SIGNATURE DATE

### SECTION 2 (COMPLETED BY PAYER):

GOVERNMENT AGENCY NAME  Hancock Metropolitan Housing Authority	GOVERNMENT AGENCY ADDRESS  The Family Center-Suite #114 1800 North Blanchard Street Findlay, Ohio 45840
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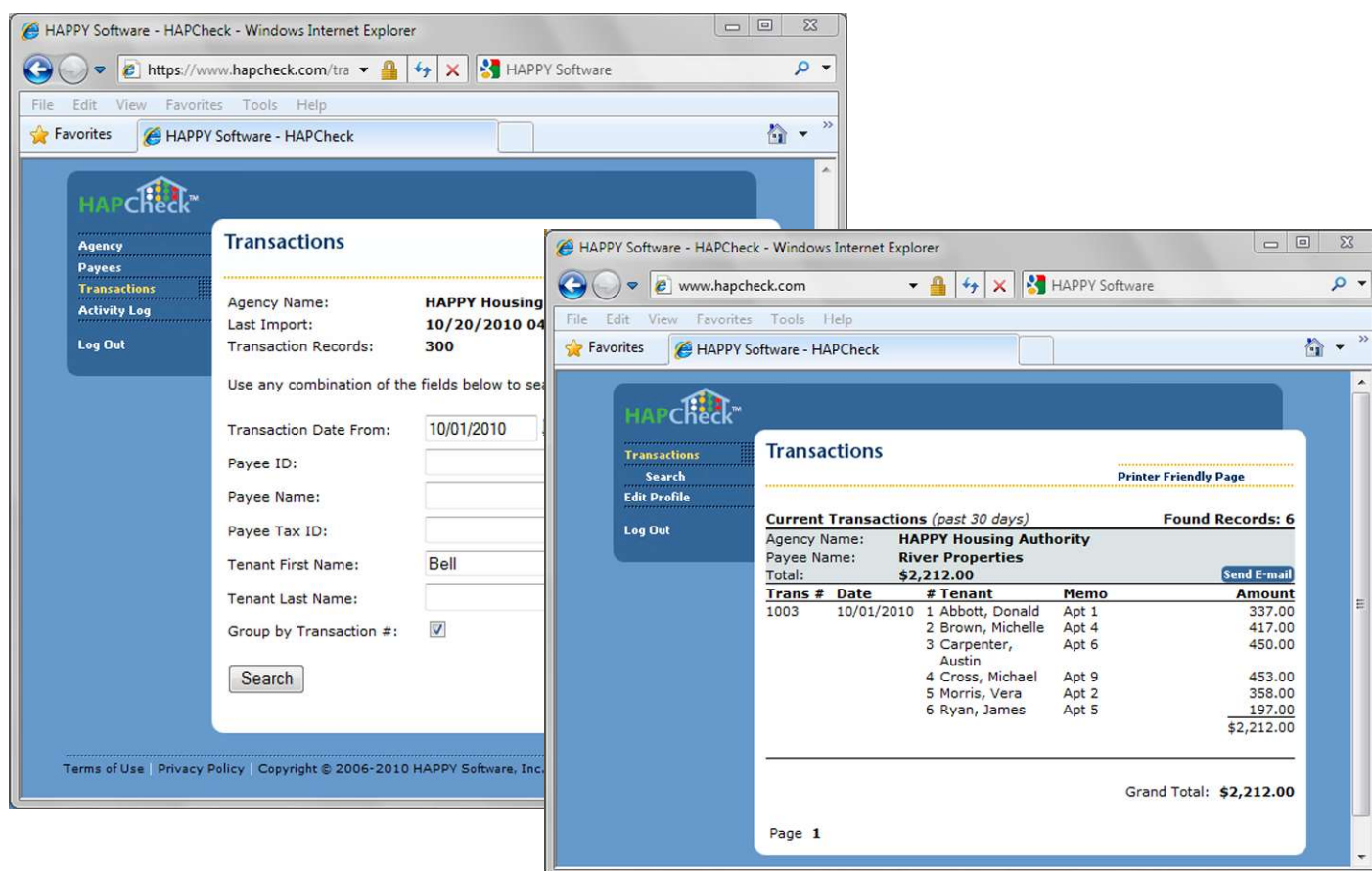
### SECTION 3 (COMPLETED BY FINANCIAL INSTITUTION):

FINANCIAL INSTITUTION NAME AND ADDRESS	ROUTING NUMBER <input type="text"/>		
	DEPOSITOR ACCOUNT TITLE		
<b>FINANCIAL INSTITUTION CERTIFICATION</b> I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.			
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE	DATE



# HAPCheck

HAPCheck is a centralized, secure, web-based system for producing online statements for owners. HAPCheck eliminates the need for creating paper payment statements, saving agencies time and money while improving owner access to data.



## Agency Benefits

- Eliminate printing, processing and postage
- Significant savings when used in conjunction with Direct Deposit
- Reduce phone inquiries
- No more lost check stubs
- Catch errors faster
- View log of owner activity
- Provide Utility Reimbursement payment information to tenants

## Owner Benefits

- 24/7 access to statements
- View and print statements
- Secure handling of information
- Store statements for up to 18 months
- On-time delivery of payments when used with Direct Deposit

## Save Thousands

- Contact us for a detailed analysis that shows how much your agency can save:
  - 100 Owners—save over \$1,500 annually
  - 1,000 Owners—save over \$16,000 annually

# HAPCheck Demonstration Instructions

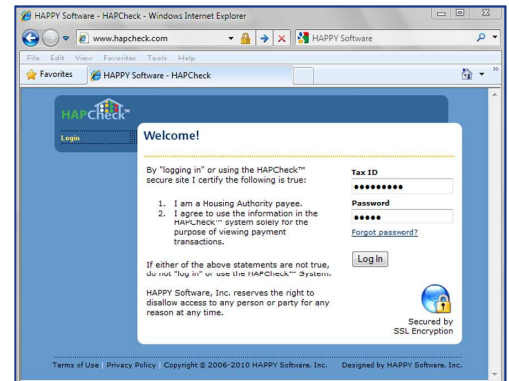
Try it for yourself and see how easily owners can view their payment statements online.

## Instructions:

1. Go to [www.hapcheck.com](http://www.hapcheck.com)
2. Enter the following information to log in as a sample owner:
  - Tax ID: 123456781
  - Password: happy
3. View the page that displays current payment information for the sample owner.
4. Owners can also search on transactions from previous months.  
To view sample historical transactions, click "Search" on the menu to the left and enter any of the following sample search criteria:

Transaction Date: 10/01/2010 to 10/31/2010

Tenant Last Name: Brown



To view a demonstration of the added functionality you will have when logged in to HAPCheck as an agency, please contact the HAPPY Sales Department at 888-484-2779 option 4 for log in instructions.

## Technical Information:

The HAPCheck system is entirely self-contained and requires no hardware or additional third-party software to be installed or maintained. The website is protected using industry standard SSL (Secure Socket Layer) technology and is hosted on dedicated servers in a secure data center. Data transferred to the Web is accomplished via SSH (Secure Shell), an industry standard method for reliably transferring files between computers over Wide Area Networks (Port 22 needs to be open to allow this). All files to be transferred are first automatically compressed and encrypted with 256-bit encryption, using AES cipher. All data transfer is performed automatically at night with no necessary user intervention. Data presented on the Web is maintained in an industry-standard SQL database. All sensitive data is encrypted at the database field level with 128 bit encryption. The upload/download of payment information to/from HAPPY Software to HAPCheck is completely automated. The upload/download from third-party systems must be performed manually.



Secured by  
SSL Encryption

**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. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**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.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.



d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

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



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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

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

## 11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

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

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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