

INFORMATION FOR LANDLORDS



THE HOUSING CHOICE VOUCHER PROGRAM

Orange County Housing Authority
1501 E. St. Andrew Pl., Santa Ana, CA 92705
(714) 480-2866

www.OCHOUSING.ORG



THE HOUSING CHOICE VOUCHER

The **Housing Choice Voucher (HCV)** program (also known as the Section 8 program) is the federal government's primary program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

Housing assistance is provided by subsidizing a portion of the family's rent, allowing voucher holders to access affordable housing opportunities. The voucher holder is free to choose any type dwelling unit if it meets certain requirements for Affordability, Rent Reasonableness and Housing Quality Standard (HQS). Various dwelling types are acceptable for program participation, such as: apartments, condominiums, manufactured/mobile homes, single-family homes, and may include the family's current residence. The landlord retains private property rights including management, tenant selection, and maintenance. HUD determines the rules and regulations for the Housing Choice Voucher Program.

Housing Choice Vouchers are administered locally by Public Housing Agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. The Orange County Housing Authority (OCHA) administers the Housing Choice Voucher Program for the County of Orange and 31 cities within Orange County. Anaheim, Garden Grove, and Santa Ana operate their own programs. The OCHA currently assists over 10,000 households throughout the County with the participation of over 3,600 landlords.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

The PHA determines a payment standard, which is based on the Fair Market Rent (FMR) established by HUD. The payment standard is used to calculate the amount of housing assistance a family will receive. However, the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The family is required to pay a minimum of 30% of their adjusted monthly income toward rent, with the OCHA paying the difference up to the payment standard. By program regulation, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of their adjusted monthly income for rent.



BENEFITS FOR THE LANDLORD

By collaborating with the OCHA, property owners have access to tenants with valuable rental subsidies, which are designed to protect tenants from life's adverse events, such as job loss, with the added benefit of providing greater financial security to property owners.

TOP FINANCIAL ADVANTAGES ENJOYED BY PROPERTY OWNERS WHO RENT TO SECTION 8 PARTICIPANTS

- **ON-TIME, CONVENIENT PAYMENTS** – The OCHA pays its portion of the rent at the beginning of the month and offers the convenience of direct deposit.
- **PROTECTION FROM TENANT FINANCIAL LOSSES** – When a participant's income decreases, the housing authority's portion increases to cover the loss of income. This provides the property owner and tenant with a valuable form of insurance against tenant income losses.
- **FREE MARKETING AND ENDLESS SUPPLY OF POTENTIAL TENANTS** – The OCHA is eager to list your vacancy for free. By advertising with the OCHA through their referral listings, property owners have access to a large pool of tenants. Property owners should still screen all potential tenants.
- **INCENTIVE FOR TENANT LEASE COMPLIANCE** – To increase tenant compliance, the OCHA provides counseling, warnings or reminders to participants who have received notices from their property owners and are at risk of eviction. If it is proven that a tenant violated their lease, the tenant may be terminated from the HCV program.
- **SAFEGUARD AGAINST LOSS RENT DURING EVICTION** – Unfortunately, not every tenant (Section 8 or otherwise) will live up to his or her lease agreement and the property owner will be forced to evict. If this occurs with an HCV tenant, the OCHA will continue to pay the Housing Authority's share of the rent through the eviction process until the date the tenant moves out or is locked out.
- **COMPETITIVE RENTS** – The OCHA pays market rents if comparable rents exist in the neighborhood and the tenant's rent portion is affordable. If a unit is not subject to local rent control rules, there are no caps on rent increases for HCV tenants, if comparable rents continue to exist in the neighborhood.
- **PREVENTION OF OVERCROWDING** – Throughout Southern California, families are doubled or tripled up in two and three-bedroom units in order to afford the rent. Overcrowding increases, the property owner's utility costs, places additional wear and tear on the unit, and leads to conflicts between neighbors. By renting to an HCV participant, a property owner is not faced with overcrowding. The OCHA restricts the number of individuals allowed in the unit according to the number of bedrooms in the unit.
- **FREE UNIT INSPECTIONS** – Under the Section 8 program, the Housing Authority conducts unit inspections. Usually, the repairs requested by the Housing Authority are minor and related to routine maintenance. However, the inspection can reveal a problem in its early stages, such as a small roof leak, minor plumbing issue, or termite problem, before significant damage is done.



STEPS FOR OWNER PARTICIPATION

Owners are not required to pre-apply or pre-register to participate in the HCV 8 program. Prospective landlords are contacted directly by voucher holders who are searching for a place to live or wish to use Section 8 assistance for their current rental unit.

If you would like to advertise your rental units directly to voucher holders and setup a vendor account to speed up payment, you may contact the Orange County Housing Authority by using any one of the following convenient methods:

- **Submit an online referral at:** www.ochousing.org/owner/vacancy_form
- **Email:** ocha.referral@occr.gov
- **Call our Owner Hotline:** (714) 480-2866

A Referral List is normally updated every Friday at 10:00 a.m. This list is made available via mail, fax, email or can be picked up at our office during normal business hours. Please contact our Owner Hotline for additional information.



HOW TO PARTICIPATE

If you are approached by a prospective HCV 8 participant, follow these easy steps:

1. Verify that the person has been issued a current voucher from a Housing Authority. You may request that the participant show you their voucher.
2. Screen the applicant using your normal screening procedures. The Housing Authority has not screened the family's behavior or suitability for tenancy.
3. Following the screening, the landlord and the voucher holder completes the Request for Tenancy Approval (RTA).

What does the Housing Authority do with the Request for Tenancy Approval?

1. Check the paperwork for completeness.
2. Confirm that the rent does not exceed the tenant's maximum allowable rent.
3. Conduct a Rent Reasonable test to ensure the rent charged is reasonable. The rent must not exceed rents for comparable, unassisted units in the area.
4. The Housing Specialist will contact you to conduct an HQS move-in inspection.
5. The Housing Specialist will conduct the HQS inspection. Inspections will be conducted within seven business days of the date the RTA was received (unless the unit is not vacant or is not ready for inspection). The lease and contract will become effective the day after the inspection passes HQS and the date agreed upon by the owner and tenant.
6. If the participant and the landlord are both present at the inspection, both the rental agreement and the Housing Assurances Payments Contract (HAP) may be completed at that time.

The **Security Deposit** will be paid by the tenant. The amount should not exceed what is charged in the private market or what is paid by unassisted tenants.

Lead-Based Paint Regulations that became effective September 15, 2000 require the OCHA inspectors to conduct a visual assessment for deteriorated paint in dwelling units built before 1978 and occupied by families with children less than 6 years of age. The OCHA encourages owners and managers of rental properties to conduct an inspection of the property prior to our inspection. If the unit meets the above criteria and/or you have questions, please contact our office at 714-480-2866. For more information, you may also call 1-800 424-LEAD for guidelines or visit www.hud.gov/offices/lead.



HOUSING QUALITY STANDARDS

For your reference, we have listed **some of the most common** reasons that cause a unit to fail Housing Quality Standards (HQS) inspections. You may use this list to conduct a walkthrough of your unit prior to the HQS inspection. Please be advised that the Orange County Housing Authority will not be able to enter into a Housing Assistance Payment (HAP) contract if the unit fails the HQS inspection. This listing is **not considered to be a complete list** of causes for HQS failure. It is just a point of reference that you can use prior to the HQS inspection.

- All ceilings, walls and floors must be strong, sturdy and in their permanent positions.
- A working smoke detector with a live battery must be installed on every level of the unit, including in the basement and outside of sleeping rooms. If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing impaired persons as specified in NFPA 74 (or successor standards).
- The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, chipping, and loose paint. This prevents exposure to possible lead-based paint hazards.
- Where there are four or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.
- This unit must be free of roaches, rodents or any other infestations.
- The entire unit, interior and exterior, must be free from electrical hazards. There may be no loose, hanging, or exposed wires. All three-prong outlets must be wired correctly.
- Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture.
- All light switches and outlets must have secured plate undamaged covers installed.
- All windows and doors must be secure when closed, and weather tight.
- All windows and doors that are accessible from the outside must have working secure locks.
- Electrical fixtures and wiring must not pose a fire hazard.
- The bathroom must have either an openable window for ventilation or an exhaust fan.
- The hot water tank's pressure release valve must have a discharge line extending downward to six inches from the floor.
- Stove vents must have the appropriate "stove vent" duct tape.
- The water heater must be secured by two straps or anchors.
- Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.
- Every bedroom must have at least one openable window for ventilation.

- The unit must be free from any accumulation of garbage or debris, both inside and outside.
- Dryers in the unit or common areas must be free of lint.
- Clutter or storage of items near a heater or water heater is not acceptable.
- Multi-family owners must provide “refuse disposals;” facilities include trashcans with covers, garbage chutes or dumpsters with lids.
- Keyed locks on interior doors are not acceptable.
- There may be no cracks on power outlet sockets & cover plates.
- Bathrooms = tub & sink, must have a stopper.
- Carbon Monoxide Alarm must be installed.



LANDLORDS WILL NEED TO PROVIDE PHOTOCOPIES OF THE FOLLOWING INFORMATION TO DEMONSTRATE OWNERSHIP:

- Recorded Grant Deed for the property
- Current Property Tax Bill for the property
- Copy of property Owner’s Social Security Card

OR

Employer’s ID Assignment from Internal Revenue Service or State (if applicable), also known as Federal ID Number

OR

a copy of the letter from the Social Security Administration that shows your social security number.

Payment cannot be issued until OCHA receives all verification of ownership.

ROLES AND RESPONSIBILITIES



LANDLORD'S OBLIGATIONS

The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the Housing Authority. Additional requirements:

- Comply with Fair Housing laws and equal opportunity requirements;
- Comply with terms of the Housing Assistance Payments Contract (HAP) - form HUD-52641;
- Screen families for suitability as renters;
- Comply with Housing Quality Standards (HQS) requirements, and Federal, State, and local laws;
- Notify the OCHA in writing of any program violations immediately as it occurs;
- Notify the OCHA in writing if the tenant violates the rental agreement and is evicted by sending copies of notices served to the tenant;
- Provide a 60-day notice to the tenant with a copy to the OCHA of a rent increase request;
- Housing Assistance Payment (HAP) will continue as long as the tenant remains in the unit or until a court decision is reached;
- Enforce the rental agreement; collect the rent due and any security deposit or charges for damages to unit by the family;
- Refund the deposit within 21 days or provide tenant with an accounting of charges when the tenant vacates;
- Notify the OCHA in writing of any address or telephone number change;
- Notify the OCHA in writing of changes in ownership (selling property) or agents.



FAMILY OBLIGATION

When a family selects a housing unit, and the Housing Authority approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the Housing Authority of any changes in income or family composition.

- Provide the OCHA with complete accurate information;
- Comply with the Family Obligations listed on the Voucher;
- Cooperate in attending all appointments scheduled by the OCHA.
- Locate a unit that is suitable for the family, meets HQS requirements, and meets rent reasonableness criteria (as determined by the OCHA when compared to similar unassisted units in the immediate vicinity);
- Keep the unit decent, safe and sanitary;
- Pay only the portion of the rent calculated by the Housing specialist;
- Comply with the terms of the rental agreement;
- Notify the OCHA of any changes in income or family composition in writing within 15 days of the change;
- Provide OCHA and the landlord with a 30-day notice to move in writing as required;
- Cooperate with the landlord by informing him/her of any necessary repairs in writing;
- Notify the OCHA of any known program violation.



HOUSING AUTHORITY'S OBLIGATIONS

- Verify and review family composition and income to determine eligibility;
- Issue a Voucher to the family;
- Explain the rules of the program to the family and landlord;
- Perform HQS inspection to ensure unit meets minimum standards (initially, annually, and special);
- Enter into contract with the landlord on behalf of the family. A rental agreement will also be required to be signed by the tenant and landlord;
- Make Housing Assistance Payments to the landlord in a timely manner, as soon as all required documents are received;
- Ensure the landlord and the family continue to comply with program rules;
- Provide the landlord with at least a 30-day notice if the tenant violates housing program requirements (such as unreported income or unreported people in the household), and is terminated from the program;
- Provide the landlord and family with prompt, courteous, accurate and professional service.



2022 Payment Standards

The following Payment Standards will be used by OCHA for administration of the Housing Choice Voucher Program effective October 1, 2021. These amounts are based on the Fair Market Rents (FMRs) published by HUD on the HUD User Website at: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022_code/2022summary.odn

TRADITIONAL RENTAL HOUSING UNITS

Number of Bedrooms (BR):	<u>0BR</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR*</u>
<u>Basic Payment Standards:</u>	\$1,555	\$1,725	\$2,120	\$2,925	\$3,500
<u>Central Payment Standards:</u> (For selected cities - see below)	\$1,555	\$1,850	\$2,120	\$2,925	\$3,500
<u>Restricted Payment Standards:</u> (For selected cities - see below)	\$1,555	\$2,050	\$2,500	\$3,300	\$3,500

*Payment Standards for unit sizes larger than 4 bedrooms are calculated by adding 15 percent to the 4 bedroom Payment Standard for each additional bedroom.

SPECIAL HOUSING UNITS

Single-Room Occupancy (SRO) and Shared Housing

Payment Standard: \$1,167

* SRO and shared housing units are 0.75 times the 0 bedroom Payment Standard

Central Payment Standards: The following "central coast" cities within the county qualify for Central Payment Standards: Costa Mesa, Fountain Valley and Huntington Beach.

Restricted Payment Standards: The following "high rent areas" of the county qualify for Restricted Payments Standards: Aliso Viejo, Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Rancho Santa Margarita, San Juan Capistrano (including Capistrano Beach), San Clemente, Tustin, and unincorporated areas south of the 55 Freeway.

Orange County Housing Authority

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Inspection Checklist (Owner)

Thank you for your interest in participating in the Housing Choice Voucher (HCV) program. For your reference, we have listed **some of the most common** reasons that cause a unit to fail Housing Quality Standards (HQS) inspections. You may use this list to conduct a walkthrough of your unit prior to the HQS inspection. Please be advised that the Orange County Housing Authority will not be able to enter into a Housing Assistance Payment (HAP) contract if the unit fails the HQS inspection. This listing is **not considered to be a complete list** of causes for HQS failure. It is just a point of reference that you can use prior to the HQS inspection.

- All ceilings, walls and floors must be strong, sturdy and in their permanent positions.
- A working smoke detector with a live battery must be installed on every level of the unit, including in the basement and outside of sleeping rooms. If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing impaired persons as specified in NFPA 74 (or successor standards).
- The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, chipping, and loose paint. This prevents exposure to possible lead-based paint hazards.
- Where there are four or more consecutive steps, handrails must be securely attached. This applies to both the interior and exterior of the unit.
- This unit must be free of roaches, rodents or any other infestations.
- The entire unit, interior and exterior, must be free from electrical hazards. There may be no loose, hanging, or exposed wires. All three-prong outlets must be wired correctly.
- Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture.
- All light switches and outlets must have secured plate undamaged covers installed.
- All windows and doors must be secure when closed, and weather tight.
- All windows and doors that are accessible from the outside must have working secure locks.
- Electrical fixtures and wiring must not pose a fire hazard.
- The bathroom must have either an openable window for ventilation or an exhaust fan.
- The hot water tank's pressure release valve must have a discharge line extending downward to six inches from the floor.
- Stove vents must have the appropriate "stove vent" duct tape.
- The water heater must be secured by two straps or anchors.
- Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric, it must be permanently installed and controlled by a separate thermostat.
- Every bedroom must have at least one openable window for ventilation.
- The unit must be free from any accumulation of garbage or debris, both inside and outside.
- Dryers in the unit or common areas must be free of lint.
- Clutter or storage of items near a heater or water heater is not acceptable.
- Multi-family owners must provide "refuse disposals;" facilities include trashcans with covers, garbage chutes or dumpsters with lids.
- Keyed locks on interior doors are not acceptable.
- There may be no cracks on power outlet sockets & cover plates.
- Bathrooms = tub & sink, must have a stopper.
- Carbon Monoxide Alarm must be installed.

KEY POINTS AND BENEFITS OF THE REMOTE VIDEO INSPECTION (RVI) PROCESS

Due to COVID-19, the U.S. Department of Housing and Urban Development (HUD) has provided the Orange County Housing Authority with the option of conducting Housing Quality Standard (HQS) inspections remotely through a process called Remote Video Inspection (RVI). Through this process, our agency will conduct inspections using a video call application, such as FaceTime or Microsoft Teams. This will allow our staff to conduct inspections while adhering to social distancing orders. You can prepare for this now by downloading the Microsoft Teams application onto your device (smart phone, laptop, tablets, etc.) or by confirming that you have access to Facetime (Apple Product).

To successfully complete the RVI, a Proxy Inspector will need to be identified prior to the inspection and complete a Proxy Inspector Self-Certification Form; and complete the free online Lead Based Paint Visual Assessment Training Course (for properties built before 1978 where a children under age 6 resides or will reside) – please reference www.hud.gov/program_offices/healthy_homes/enforcement/regulations. The Proxy Inspector may be the tenant, landlord or other authorized person, over the age of 18 who has agreed to take the video call on the day of inspection. The Proxy Inspector is not required to know how to conduct the inspection but will need to follow instructions provided by a qualified HQS inspector and use the camera device to allow the inspector to view various areas/items in and around the unit.

KEY POINTS AND BENEFITS OF THE REMOTE VIDEO INSPECTION:

PM/Landlord:

- Safer for client, PM/Landlord and our staff during and post pandemic.
- Because we have improved flexibility in scheduling, PM/Landlord should have units vacant for shorter periods of time and are less dependent upon our strict scheduling practices when driving was a factor.
- The PM/Landlord no longer takes on the liability of the condition of the unit (Owner Self-Certification). The inspection is done by our inspectors, so it is our responsibility to ensure the unit is safe and ready for occupancy.
- More engagement required between PM/Landlord/Tenant and Staff, this creates a better working relationship and clearer understanding of expectations since we must actively engage in order to conduct an RVI.
- **For the PM/Landlord, the most significant benefit should be maximum flexibility and shortened vacancy periods.**

Participant:

- Safer for client, PM/Landlord and our staff during and post pandemic.
- For annuals the benefit to the family is that the RVI is less intrusive not only during the pandemic, but during all times, since the only person touching the items in the unit would be the tenant or the tenant's identified proxy.
- More flexibility with securing a specific inspection time.
- More engagement required between PM/Landlord/Tenant and Staff creates a better working relationship and clearer understanding of expectations since we must actively engage in order to conduct an RVI. This should result in less failed inspections.
- **For the Participant, the most significant benefit should be the lack of intrusiveness.**

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California Law Now Requires Carbon Monoxide Detectors

Owners of California dwelling units, especially rentals, that have (i) **a fossil fuel-burning heater, appliance or fireplace (for example, a gas stove or water heater) or (ii) an attached garage**, need to be aware of a new law passed in 2010 regarding carbon monoxide devices. Under newly-enacted sections 17926, 17926.1, and 17926.2 of the Health & Safety Code (part of Senate Bill No. 183), owners of all such properties must install carbon monoxide alarms by the following deadlines:

July 1, 2011: for single-family dwellings

January 1, 2013: for all other dwellings.

(The deadlines are subject to extension for up to 6 months if the State decides more time is necessary to make approved alarms available. If such postponement is made, the Department of Housing and Community Development must post a public notice on its website).

To satisfy the requirements of the new law, alarms must be approved by the State Fire Marshal and installed on every floor. The State Fire Marshal's web site maintains a listing of carbon monoxide alarms and detectors. http://osfm.fire.ca.gov/licensinglistings/licenselisting_bml_searchcotest.php

It appears the alarms and devices on this listing meet the requirements of the new law, but this should be confirmed by owners. The new law imposes a \$200 maximum fine on owners for each violation of the installation requirements, provided that a 30-day notice must be provided to cure the violation. Perhaps more important, however, would be the implication or presumption of negligence created by a violation of the new law in any case where persons or property are injured or damaged because of a carbon monoxide leak.

Health & Safety Code section 17926.1 covers requirements specific to rental units, including the owner's (or owner's agent's) maintenance requirements. Also covered are permission-to-enter and device-failure notification requirements imposed on tenants. With the law now clear on the required presence and maintenance of carbon monoxide alarms in qualifying rentals, it is critical for any rental unit owner to meet all applicable requirements of this new law.

The Orange County Housing Authority (OCHA) is providing you with this information to help participating owners and managers comply with these new State requirements. Since OCHA is also required to comply with State mandates, it is necessary for our inspectors to include carbon monoxide alarms/detectors in our initial and annual inspections beginning with single family homes on July 1, 2011. Please be aware that single family residences that lack an operable carbon monoxide alarm will be considered an HQS fail beginning July 1, 2011.

Complaint and Appeals

The Orange County Housing Authority (OCHA) will respond promptly to complaints from participants and owners and investigate the issue. OCHA may require that complaints be submitted in writing. Anonymous complaints are checked whenever possible. All written complaints or appeals will be responded to in writing by OCHA.

WHEN IS SOMEONE ENTITLED TO AN INFORMAL HEARING? [24CFR 982.555(a)(g)]

OCHA must give a participant the opportunity for an Informal Hearing if the participant wishes to have any of the following OCHA decisions or determinations reviewed for compliance with the law, HUD regulations, and OCHA rules or policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the family unit size under OCHA's subsidy standards.
3. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the OCHA utility allowance schedule.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under OCHA policy and HUD Rules.

Note that in cases described in items 1 and 2 above:

1. Requests involving the calculation of total tenant payment or tenant rent including minimum rent where a tenant believes that such rent would cause a hardship, the family will be contacted, and an explanation of the total tenant payment and tenant rent calculation will be made. If the family subsequently requests an Informal Hearing, the Informal Hearing procedures will be followed.
2. For bedroom size determination, the family will be sent a copy of the Occupancy Standards. If the family subsequently requests an Informal Hearing, the Informal Hearing procedures will be followed.

For actions that will terminate the participant from the program, OCHA will conduct the informal hearing prior to terminating assistance.

For termination due to criminal activity, the subject has the right to request the criminal report that the decision is based on, and the right to dispute the accuracy or relevance of the criminal record.

HOW TO REQUEST AN INFORMAL HEARING:

Within 15 calendar days of the date on the notification, a participant may file with Orange County Housing Authority (OCHA) a written Complaint and Request for Hearing, which shall state:

1. The basis or reasons for the Complaint and Request for Hearing.
2. The action requested to be taken by OCHA.

If you or anyone in your family is a person with disabilities, and you require a specific accommodation to fully utilize your right to receive an informal hearing, please include your request for reasonable accommodation in the written Complaint and Request for Hearing.

INFORMAL HEARING PROCEDURES:

If a Complaint and Request for Hearing is filed, OCHA shall designate:

1. An OCHA employee or other person not directly involved in the day-to-day administration of the Housing Choice Voucher Program and who did not participate in the original determination or decision as the Hearing Officer to

conduct the informal hearing. OCHA usually contracts with retired professionals, who are not employed by OCHA or the County.

2. The day and time that the hearing shall be conducted.
3. The OCHA employee(s) or OCHA counsel or other representative who shall present information at the hearing to support the OCHA determination or decision.
4. The participant may retain counsel or other representative at his/her own expense and must provide OCHA with a five-day notice of the designated person who will be representing him/her.
5. Either the participant or their counsel/representative shall be given opportunity to examine evidence and copy relevant documents at their own expense, question any adverse witness(es) and the opportunity to present testimony and evidence in their favor.
6. Either OCHA or their counsel or other representative shall be given the opportunity to examine evidence and copy relevant documents at their own expense, question any adverse witness(es) and the opportunity to present testimony and evidence in support of the determination or decision.
7. The Hearing Officer shall decide based solely on evidence provided at the hearing and shall state the legal and evidentiary grounds for the decision. The decision and grounds shall be in writing, and all interested parties shall be notified within fifteen (15) days.
8. The decision of the Hearing Officer shall be final and no further administrative proceedings on the decision shall be required by OCHA.

EFFECT OF THE DECISION:

OCHA is not bound by Informal Hearing decisions in the following cases:

1. Matters in which OCHA is not required to provide an opportunity for a hearing.
2. Decisions contrary to HUD regulations or requirements.
3. Decisions contrary to federal, state or local laws.
4. Decisions that exceed the authority of the person conducting the hearing.

OCHA shall send a letter to the participant if it determines that OCHA is NOT bound by the Hearing Officer's determination within 15 calendar days of the receipt of the decision. The letter shall include OCHA's reasons for the decision.

LEASING SECTION

Effective April 21, 2022

NORTH TEAM			SOUTH TEAM		
Buena Park Stanton	Jocelyn Guevara	(714) 480-2722	Aliso Viejo Mission Viejo	Liz Ramirez	(714) 480-2780
Westminster	William Deo	(714) 480-2755	Capistrano Beach Ladera Ranch Laguna Beach Laguna Hills Laguna Niguel Rancho Santa Margarita San Juan Capistrano Silverado Canyon Balboa	Sammy Alcaraz	(714) 480-2975
Anaheim Brea Cypress Fullerton Garden Grove La Habra La Mirada La Palma Los Alamitos Placentia Santa Ana Seal Beach Sunset Beach Mobility Invoices	Karen Granillo	(714) 480-2734	Corona Del Mar Dana Point Foothill Ranch Lake Forest Newport Beach San Clemente Trabuco Canyon	Bandula Hettiarachchi	(714) 480-2972
Orange Midway City Villa Park	Laura Lampers	(714) 480-2768	Tustin Laguna Woods Irvine - (E & G)	Beth Jarandson	(714) 480-2781
Mobility Coordinator	Ben Morales	(714) 480-2749	Irvine - (A & C) (H-O)	Evelyn Razo	(714) 480-2758
Mobility Coordinator	Victoria Nguyen	(714) 480-2783	Irvine - (B, D & F) (P-Z)	Anthony Hill	(714) 480-2772
CENTRAL TEAM					
Huntington Beach (A-L)	Jose Gonzalez	(714) 480-2754	ALL CITIES	RI TEAM	(714) 480-2964
Huntington Beach (M-Z)	Cinthia Hernandez	(714) 480-2759	Costa Mesa Fountain Valley Yorba Linda	Kevin Nguyen	(714) 480-2779

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<http://www.ochousing.org>

Are you ready to partner with the Orange County Housing Authority (OCHA)? There are several ways you can list your available rental units at no cost to you. Contact us using any of the methods listed below:

Contact Us:

- **Owner Hot Line: (714) 480-2866**
 - Answer questions regarding the program
 - List your vacancies
 - Assistance on AssistanceConnect System
- **AssistanceConnect (formerly AssistanceCheck): www.assistancecheck.com**
 - View Housing Assistance Payment History
 - Communicate with OCHA Staff
 - Send/Receive documents
- **OCHA Website: www.ochousing.org**
 - Program Information
 - Forms
- **Rent Increase Line: (714) 480-2964**
 - Request Rent Increase Information
 - OR email RI.OCHA@OCCR.OCGOV.COM to submit RI Request
- **Leasing Call Center (714) 480-2962**
 - For all other questions or to connect with a Housing Specialist

Orange County Housing Authority

1501 E. St. Andrew Place • Santa Ana, CA 92705
(714) 480-2700 • California Relay Service (800) 735-2929
<http://www.ochousing.org>

SAMPLE DOCUMENTS

1. Owner Document Checklist
2. Declaration of Ownership and Authorization
3. Request for Taxpayer Identification Number and Certification (Form W-9)
4. Direct Deposit Instructions and Authorization Agreement for Automatic Deposit
5. Vacancy Listing
6. Bedroom Referral List (Sample only)
7. Request for Tenancy Approval (RTA) (Sample only)
8. Housing Assistance Payment Contract (Sample only)
9. Tenancy Addendum (Sample only)

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OWNER DOCUMENT CHECKLIST

OWNER: _____

TENANT: _____

RENTAL PROPERTY ADDRESS: _____

PLEASE SUBMIT THE FOLLOWING COMPLETED DOCUMENTS:

- ✓ Copy of the Recorded Grant Deed for the above listed property
- ✓ Copy of the Current Property Tax Bill for the above listed property
(No Homeowner Exemption Claimed)
- ✓ Copy of the Property Owner's *Social Security Card*; or
Employer's ID Assignment number from the Internal Revenue Service, also
known as *Federal ID Number*
- ✓ Direct Deposit form (return original)
- ✓ Declaration of Ownership and Authorization form (return original)
- ✓ W-9 form (return original)
- ✓ Property Management Agreement (if applicable)
- ✓ Housing Assistance Payments Contract (if applicable)

FOR NEWLY PURCHASED PROPERTY, PLEASE INCLUDE:

- ✓ Copy of the Final Escrow statement; or
Copy of the Current Property Tax Bill for the above listed property
(No Homeowner Exemption Claimed)

PLEASE NOTE: Payment cannot be issued until our office receives all required documentation of ownership. Please submit by: _____

Housing Specialist

Phone Number

Orange County Housing Authority

1501 E. St. Andrew Place • Santa Ana, CA 92705

(714) 480-2700 • California Relay Service (800) 735-2929

<http://www.ochousing.org>

DECLARATION OF OWNERSHIP AND AUTHORIZATION FORM

Property Being Leased (Address): _____

City: _____ Zip Code: _____

I HEREBY DECLARE THAT I AM THE LEGAL OWNER OR AGENT AUTHORIZED TO SIGN AND ACT ON BEHALF OF THE RENTAL PROPERTY DESCRIBED IN THE ASSISTED LEASE AND THAT I DO NOT AND WILL NOT RESIDE IN THE RENTAL UNIT.

1. **Complete A and/or B as applicable:**

A. Property Owner/Principal: _____ Phone: _____

Residence Address: _____

(Not P.O. Box)

City: _____ Zip Code: _____

B. Management Co./Manager: _____ Phone: _____

Address: _____

City: _____ Zip Code: _____

2. **Information appearing on IRS Form W-9, for this account with OCHA (Complete A & B):**

A. Taxpayer Name(s): _____

(Must match W-9)

B. Taxpayer Identification Number: (Must match W-9)

Social Security Number: _____ - _____ - _____

Employer Identification Number: _____ - _____ - _____

C. Photocopy of Social Security Card of IRS Notice of Employer I.D. must be attached

3. **Designate a mailing address for the housing assistance payment (rental subsidy) checks generated by OCHA on this account:**

Taxpayer (Payee Name): _____

C/O (If applicable): _____

Street Address: _____

City, State, and Zip Code: _____

4. **Authorized Signature:**

A. Property Owner's Signature: _____

B. Management Signature: _____

- If a Management signature appears without Property Owner's signature, a copy of the management authorization agreement must be attached. (Management compensation information may be omitted.)

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Housing Supervisor/Designee Initials: _____

CIRCLE SECTION AND TYPE OF CHANGE

VENDOR NUMBER: _____

Type of Change:

Forward to: Rental Assistance or Accounting

1. Initial Lease

2. Change of Ownership/Management/Address Only

Orange County Housing Authority

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<http://www.ochousing.org>

DIRECT DEPOSIT INSTRUCTIONS

There are several ways to enroll in direct deposit. Complete the required forms and follow the instructions listed below to enroll in direct deposit of Housing Assistance Payments (HAP).

HAPCheck/Owner Portal: All statements are accessible online at www.hapcheck.com. This system offers immediate access to your payment information and allows you to view payments for up to 18 months. To set up access to this secure system, enter: www.hapcheck.com into your web browser. Use the box on the right side of the screen to log into the system using your Tax ID (Social Security Number or Employer Identification Number) and password (your account number). You will be prompt to enter a new password. This password will be required when accessing the system in the future. After you log in, please review your information and add or update your email address on the website. If you need to update additional information, please use the "Declaration of Ownership" form on the OCHA's website at <http://ochousing.org/owner> to submit other contact changes.

AssistanceCheck:

Additionally, we also offer a secure online service called AssistanceConnect. This interactive service will provide you with quicker access to contact us and obtain information on:

- Listing your property
- Enroll in Direct Deposit / Download 1099's
- View and download monthly statements
- Request to update your contact information
- Submit Rent Increase Requests

To see a demonstration of this service, go to <http://ochousing.org/owner> and click the Owner Portal AssistanceCheck Video.

Regular Mail:

1. Fill out the enclosed form.
2. Attach a VOID check or a copy of a check from your account.
3. Return the information to the address below or fax it to (714) 480-2999.

**Orange County Housing Authority
Attn: Accounting Department
1501 E. St. Andrew Place
Santa Ana, CA 92705**

If you have any questions, please call the Accounting department at (714) 480-2909.

Sincerely,

The Orange County Housing Authority

Orange County Housing Authority

1501 E. St. Andrew Place • Santa Ana, CA 92705
(714) 480-2700 • California Relay Service (800) 735-2929
<http://www.ochousing.org>

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

Use this form to add, change or cancel a direct deposit. All changes must be submitted in writing to the Housing Authority no later than the 20th of the month before the desired month in which the direct deposit is to be processed.

All funds should be credited by the 2nd business day of each month, but no later than the 5th day of each month.

The Orange County Housing Authority processes two check runs each month, one at the beginning of the month; the second is on or about the middle of the month. The checks and/or direct deposits will be mailed/dispensed on the second business day of the month. All payments are based on the receipt and timing of federal government funding.

I hereby authorize the Orange County Housing Authority to initiate credit entries to my (our) account.
Please check the appropriate box:

☐ Add Direct Deposit ☐ Change or Cancel Direct Deposit

Account Type:

☐ Checking - Please attach a VOID Check or a copy of a check from your account.

☐ Savings - Please attach a bank report showing your name and your account information (routing and account number).

I understand that any funds paid through direct deposit should be credited to my account, by the 2nd business day of each month, but no later than the 5th of each month.

Owner Name _____ Payee Name _____

Phone Number _____ E-mail _____

Signature _____ Date _____

Accounting Use Only

Entered by _____ Date _____ Happy Key No. _____

Reviewed by _____

Orange County Housing Authority

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<http://www.ochousing.org>

Vacancy Listing

New Owner - ☐

Existing Owner - ☐

Owner Name/Property Manager: _____ Date: _____

Property Address: _____

City: _____ Cross Streets: _____ / _____

Telephone #1: () - _____ Telephone #2: () - _____

Unit Type

- | | | |
|-------------------------------------|---|---|
| <input type="checkbox"/> - SFR | <input type="checkbox"/> - Apt. | <input type="checkbox"/> - Townhouse |
| <input type="checkbox"/> - Duplex | <input type="checkbox"/> - Condo | <input type="checkbox"/> - Other: _____ |
| <input type="checkbox"/> - Upstairs | <input type="checkbox"/> - Downstairs | <input type="checkbox"/> - 1 Story |
| <input type="checkbox"/> - 2 Story | <input type="checkbox"/> - Other: _____ | |

# of Bedroom	# of Bathrooms	Date Available	Requested Rent	Approved Rent
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Owner Paid Utilities

- ☐ Gas
 ☐ Electric
 ☐ Water
 ☐ Gardener

Amenities, Services and Maintenance

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> A/C – Central | <input type="checkbox"/> A/C – Wall Unit | <input type="checkbox"/> Ceiling Fans | <input type="checkbox"/> Club House |
| <input type="checkbox"/> Covered Parking | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Gardener | <input type="checkbox"/> Laundry Facilities | <input type="checkbox"/> New Carpeting | <input type="checkbox"/> Patio/Deck |
| <input type="checkbox"/> Playground | <input type="checkbox"/> Pool/Spa | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Remodeled Unit |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Washer/Dryer Provided | <input type="checkbox"/> Wheelchair Accessible | <input type="checkbox"/> Yard |

Other amenities and/or Comments: - _____

Office use only

Field Representative Approval - _____

Left message regarding - _____ Date spoke with - _____

Approved Rent subject to inspection: YES - ☐ NO - ☐ Date Owner/Manager agreed (if applicable): _____

Orange County Housing Authority

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<http://www.ochousing.org>

Referral List 1 Bedroom

Fountain Valley					
Address	Contact	Phone	Available	Description	Accessibility
16790 S. Harbor Blvd.	Michelle	714-274-7011	4/1/2022	live@prado.com \$576 - \$1197 - \$1449 Month, 1 Bath, A/C, Refrigerator, Ceiling Fans, Carport, Balcony, Playground, Pets OK, Patio/Deck, Laundry Facility	<input type="checkbox"/>
Huntington Beach					
Address	Contact	Phone	Available	Description	Accessibility
18900 Delaware St.	Kathy Ann	562-590-6464	6/1/2022	\$?? Month, 1 Bath	<input type="checkbox"/>
Lake Forest					
Address	Contact	Phone	Available	Description	Accessibility
21641 Canada	Arturo	714-605-0385	5/1/2022	\$1000 Month, 1 Bath, Carport	<input type="checkbox"/>
San Clemente					
Address	Contact	Phone	Available	Description	Accessibility
2358 S. El Camino Real	Debora	949-366-2600	5/1/2022	Project Based Unit, \$2050 Month, 1 Bath, Underground Parking, Refrigerator, Central A/C +Heating, Balcony	<input type="checkbox"/>

Referral List is normally updated every Friday at 10AM. This list can be sent via mail, fax, email (email OCHA.referral@occr.ocgov.com to request), or picked up at our office. Please contact the Owner Hotline at (714) 480-2866 for comments or suggestions.

****The Referral List is a free service that OCHA provides to clients in the OCHA Housing Choice Voucher Program. Rental units placed on the referral list are not pre-approved for the program and subject to a rent reasonable test and must pass a Housing Quality Standards Inspection. OCHA reserves the right to list only units which may qualify for the program. We encourage owners to advertise their rental units and not rely solely on OCHA's Referral List. We offer no guarantee that by placing your unit on the Referral Listing that it will be rented within an allotted time. Units on the listing are not guaranteed to still be available for renting. Price subject to negotiation upon inspection.****

Friday, April 22, 2022

Page 1 of 1

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. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' 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.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			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"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 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/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

12. Owner's Certifications

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

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

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's 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 if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Housing Assistance Payments Contract (HAP Contract)

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
exp. 7/31/2022

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to 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 or owner participation in the program.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

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

Section 4. **Household Members**

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

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
 - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be

obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

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).
 - (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

- (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.

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.

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

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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.

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- 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.

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

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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.