



YOUNGSTOWN  
METROPOLITAN HOUSING AUTHORITY

Housing Choice Voucher Program

# Owner Information Guide

# Youngstown Metropolitan Housing Authority

## **Housing Choice Voucher Program**

131 W. Boardman Street

Youngstown, Ohio 44503

Phone: (330) 744-2161 Fax: (330) 742-2999

[www.ymhaonline.com](http://www.ymhaonline.com)



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## *Welcome to the Housing Choice Voucher Program*

Dear Owner:

Thank you for your interest in the Youngstown Metropolitan Housing Authority (YMHA) Housing Choice Voucher Program. This is a general guide to the policies, procedures and regulations that govern the program. Further information can be located in the Administrative Plan for YMHA's Housing Choice Voucher Program.

The Housing Choice Voucher Program is designed to fill the gap between what a family can afford to pay in rent and the actual rent payment. The success of the program depends on YMHA being able to contract with property managers and owners who have quality, affordable rental units.

All Housing Choice Voucher families and owners are subject to federal rules and regulations. YMHA will make every effort to inform you of all the program rules, and to advise you of how any new or revised rules affect your participation in the program.

We look forward to you becoming a partner in YMHA's mission to provide affordable housing to low-income families in Mahoning County. If you have any questions after reviewing this material, please contact the YMHA Housing Choice Voucher Program Department at (330) 744-2161.

Again, thanks for your interest in the program and we hope to work with you soon.

Sincerely,

Housing Choice Voucher Program

## **CHAPTER 1     Housing Choice Voucher Program Overview**

The Housing Choice Voucher Program, formerly known as the Section 8 Rental Voucher and Certificate Program, provides rental assistance to help low-income families afford decent and safe rental housing. It is funded by the United States Department of Housing and Urban Development (HUD), and administered by public housing authorities authorized under Federal or State law to operate housing programs within an area or jurisdiction. The Youngstown Metropolitan Housing Authority (YMHA) is the public housing authority that administers the Housing Choice Voucher Program throughout Mahoning County.

The YMHA Housing Choice Voucher Program is a three-way partnership between **YMHA, the owner of the housing unit and the family**. YMHA, the family and the owner all have responsibilities with the program. Each also has different contractual relationships with each other (See chart on page 5.)

### **Housing Choice Voucher Program Owners Help:**

- Maintain housing stock in the community
- Foster mobility for low-income families
- Foster stability in neighborhoods, and
- Provide housing in neighborhoods that are safe for children.

### **YMHA's Right to Disapprove of a Unit or Owner:**

YMHA is not permitted to approve an owner/manager if:

- YMHA has been notified by HUD that the owner is debarred, suspended or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.



YMHA also has discretion to disapprove an owner for any of the following:

- HUD has informed YMHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. YMHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act (42U.S.C. 1437f).
- The owner refuses (or has a history of refusing) to evict families for drug related or violent criminal activity, or activity that threatens the health, safety or right of peaceful enjoyment of premises by tenants or of residences by neighbors.
- The owner has a history or practice of non-compliance with HQS or of otherwise failing to comply with obligations under a Section 8 contract.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of renting units that fail to meet State or local housing code.
- The owner has not paid State or local real estate taxes, fines or assessments.

## Housing Choice Voucher Program's Three-Way Partnership

### **YMHA**

#### **Responsibilities:**

- Determine family eligibility for participation in the Program.
- Approve units and leases.
- Determine the rental amount for a unit.
- Determine a family's portion of rent to owner.
- Determine family eligibility annually.
- Ensure that owners and families comply with program rules.
- Provide families and owners with prompt, professional service.
- Issue Housing Assistance Payments in a timely manner.

### **Owner**

#### **Responsibilities:**

- Screen families who apply to determine their suitability as renters.
- Comply with fair housing laws.
- Maintain the housing unit by making necessary repairs.
- Comply with the terms of the Housing Assistance Payment (HAP) Contract.
- Collect the rent due from the family and comply with and enforce the lease.

### **Family**

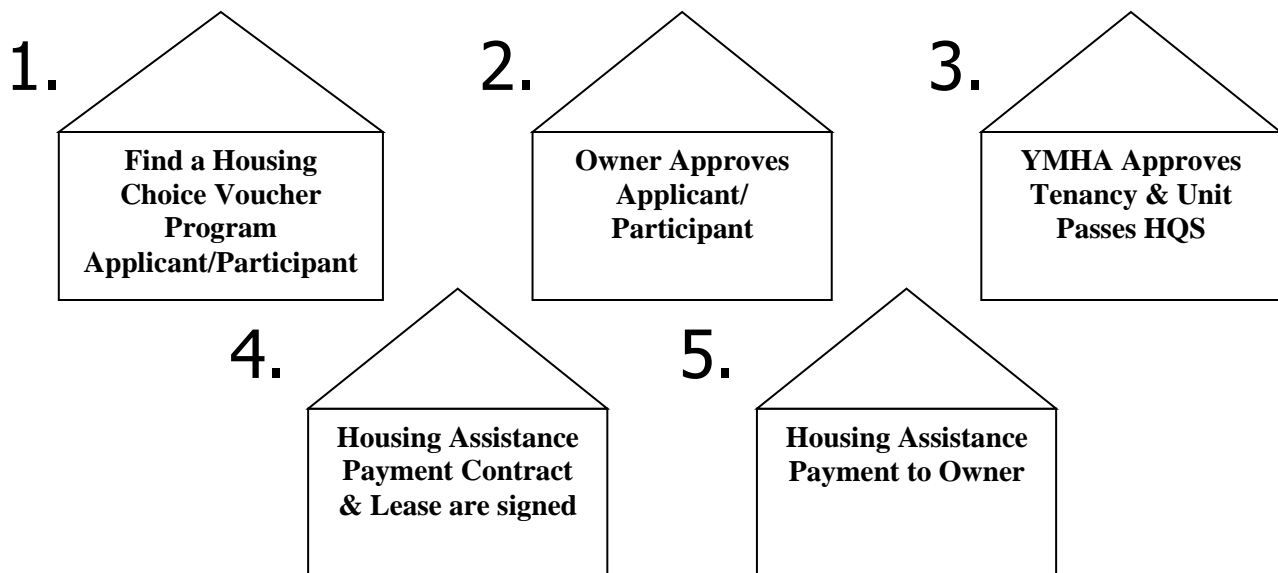
#### **Responsibilities to the Owner:**

- Abide by the terms of the lease.
- Pay rent on time and take care of the housing unit.
- Provide any utilities that are not furnished by the owner.
- Provide and maintain any appliances that the owner does not furnish.
- Be responsible for damages to the unit or premises beyond normal wear and tear.

## **CHAPTER 2     Five Easy Steps to Becoming a Landlord**

As an owner participating in the Housing Choice Voucher Program, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standards guidelines. The owner is responsible for screening and selecting a tenant, executing the lease, executing the Housing Assistance Payment Contract, collecting a security deposit and collecting the family's portion of rent.

**You may become a Housing Choice Voucher Program Landlord in 5 simple steps:**



### **STEP 1**

### **FIND A HOUSING CHOICE VOUCHER PROGRAM PARTICIPANT**

A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Mahoning County, provided the unit meets Housing Quality Standards, the rent is deemed "reasonable" by YMHA and acceptable to the owner.

YMHA will issue the family a voucher. The owner should check the expiration date on the voucher and the bedroom size for which the family is approved. Generally, YMHA's occupancy standards require that two family members share each bedroom in a unit.

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

- 1. The rent for the unit must be reasonable for the type, size, condition and location of the unit.**
- 2. The unit must pass an HQS inspection.**
- 3. The owner must be willing to enter into a contract with YMHA and comply with program rules.**

## **STEP 2.....OWNER APPROVES PARTICIPANT**

Once a unit is located and the owner finds the family suitable, the family is required to submit a **Request For Tenancy Approval (RFTA)** form. The owner should review the family's voucher for bedroom size approval and complete the RFTA form.

**The owner is responsible for screening and selecting a family for tenancy. YMHA certifies that the family is eligible to receive Housing Choice Voucher assistance, but the owner must screen for suitability.**

The owner should generally use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to a family with a Housing Choice Voucher. However, the owner may not discriminate against any prospective tenant on the basis of race, creed, color, sex, religion, disability, national origin or familial status.

Upon request, YMHA will supply a prospective landlord with the family's current address as shown in the authority's records and the name and if known, the landlord at the family's current and prior address. No other information regarding the family will be given to any prospective landlord.

If the owner determines the family suitable, the RFTA, along with a copy of an unexecuted lease the owner wishes to use, and lead disclosure form, must be completed and returned to YMHA by the participant. Once an RFTA is submitted, it will be reviewed for approval. Upon approval, the owner and prospective tenant will be notified in writing and an inspection will be scheduled.

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### **STEP 3** **YMHA APPROVES TENANCY AND UNIT PASSES HQS**

#### **THE LEASE**

HUD requires certain language in any lease signed by a Housing Choice Voucher participant. The lease includes all the terms of the lease including: length of lease, lease renewal terms, security deposit amount and the total amount of rent to owner for the unit.

The lease:

- Contains provisions for rent increases, if any, after the initial term of the lease.
- Complies with State and Local law.
- Does not contain prohibited provisions.
- Is initially for one (1) year.
- Specifies what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- Remains unchanged unless a lease revision has been approved in writing by YMHA.

The HUD Tenancy Addendum will be attached to all leases.

## UNIT APPROVAL

All units must pass a **Housing Quality Standards (HQS) Inspection** prior to the execution of the Housing Assistance Payment Contract. The unit must also pass the HQS inspection at least biennially. Housing Quality Standards are the minimum nationwide standards established by HUD.

If the unit passes the HQS inspection, YMHA will approve the unit for assistance at the rent YMHA determines to be reasonable. If the unit does not pass the initial inspection, the owner will be given a reasonable period of time to correct any failed items.

You have been provided with HQS guidelines and a checklist at the back of this Information Guide. YMHA encourages owners to participate in the HQS inspection.

### HQS INSPECTION CHECKLIST

Listed below are the most common reasons that units fail HQS Inspections. Please look your unit over carefully before the scheduled inspection date. YMHA will not enter into a HAP Contract with you until the unit passes an HQS inspection.

The areas that will be reviewed for HQS are:

1. Living room
2. Kitchen
3. Bathroom
4. Other Rooms Used for Living
5. Secondary Rooms (Not Used for Living)
6. Building Exterior
7. Heating and Plumbing
8. General Health and Safety
9. Paint Condition

\_\_\_\_\_ 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 any member of the family has a hearing problem, install one for the hearing impaired.

*(See page 19 for the complete sample HQS Inspection Checklist)*

## STEP 4

## HAP CONTRACT AND LEASE ARE SIGNED

If the unit passes the HQS inspection, and the rent deemed reasonable by YMHA is accepted by the owner, then YMHA will offer the owner a **Housing Assistance Payment Contract (HAP)** and the owner will offer the family a lease.

The **RENT TO OWNER** is the monthly rent payable to the owner under the lease. The Rent to Owner consists of the Housing Assistance Payment plus the Tenant Rent:

**HOUSING ASSISTANCE PAYMENT** is the monthly assistance payment by YMHA to the owner for rent under the lease.

**FAMILY RENT TO OWNER** is the amount payable monthly by the family as rent to the owner. Generally, the family pays up to 40% of adjusted gross income. However, this amount will vary based on the family's responsibility for utility payments.

**HOUSING ASSISTANCE PAYMENT**  
(Portion paid by YMHA)

+

**FAMILY RENT TO OWNER**  
(Portion paid by The Family)

=

**RENT TO OWNER**  
(Paid monthly under HAP Contract)

### **Required Owner Information**

Owners must provide the following:

- Current mailing address
- Employer identification number or social security number
- Proof of ownership, if requested by YMHA
- Telephone numbers
- Legal photo identification.

If there is a managing agent for the unit, YMHA requires a copy of the management agreement. Payments cannot be issued without the required information.

To determine if the rent proposed by the owner is reasonable, YMHA is required to compare the proposed rent to rent charged for comparable “unassisted” or unsubsidized units in the area. YMHA will compare location, size, type, amenities and facilities of the unit with others in the area.

### **HUD TERMS USED FOR RENT DETERMINATIONS:**

#### **Utility Allowance**

A utility allowance is the estimate of the average monthly utilities needed for a household. If all utilities are included in the rent, there is no allowance. Allowances will vary by unit size and type of utilities.

#### **Fair Market Rent (FMR)**

HUD-determined figures, which represent the middle value for rents in the area, according to bedroom size.

#### **Payment Standards**

The maximum assistance payment for a family is based on the bedroom size of the unit the family is qualified for.

### **HOW RENT IS DETERMINED:**

1. The owner requests what she/he normally charges for rent.
2. YMHA compares that figure to similar units in the same neighborhood or building to determine whether the requested rent is “reasonable”. All rents are adjusted for utilities paid by the tenant.
3. The tenant pays between 30%-40% of his/her income toward the rent in the first year of contract. The Voucher Program pays the balance.

5. Tenants cannot pay more than 40% of their adjusted income toward the rent in the first year. If the rent of the unit and the tenant's income are such that the tenant would be paying more than 40%, the tenant must choose a unit of lesser value.

The lease is executed between the owner and the family, and it runs concurrently with the HAP Contract. The HAP Contract is executed between YMHA and the owner. When either contract ends, so does the other.

- The initial term of the lease must be for **AT LEAST ONE YEAR.**
- The lease may provide for automatic renewal after the initial term by either successive definite terms (month to month, year to year) or automatic indefinite extension of the term of the lease.

YMHA will not authorize the family to move during the first year of the lease. After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to YMHA approval.

**SECURITY DEPOSITS:** Families are responsible for paying security deposits if charged by the owner. In the YMHA Housing Choice Voucher Program, the security deposit may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local laws).

## **STEP 5.....HOUSING ASSISTANCE PAYMENT (HAP) TO OWNER**

Once the HAP Contract and lease are signed, YMHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

YMHA will make Housing Assistance Payments directly to the owner/agent by direct deposit. Payments are generally issued the first business day of the month. The owner is responsible for collecting the family's portion of rent.



## **CHAPTER 3      Annual Requirements of the Program**

HUD requires that the following events take place annually:

### **Annual Recertification**

The family must be recertified to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the Tenant Rent or Housing Assistance Payment.

### **Annual/Biennial Housing Quality Standards Inspection**

The unit must be inspected and meet housing quality standards (HQS) at least biennially. However, an inspection may occur more frequently if a life threatening violation is reported or if YMHA deems a special inspection is required.

If the unit fails an HQS inspection, the owner must take corrective action within the specified period of time, unless an extension is approved by YMHA. If an HQS violation is life threatening, the owner must correct the defect within 24 hours. If corrective action is not taken, YMHA will abate (stop) the HAP payment.

If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within the specified time frame, unless an extension is approved by YMHA. If an HQS breach caused by the family is life threatening, the family must correct the defect within 24 hours. If corrective action is not taken, YMHA may terminate the family's rental assistance.

If a unit is in non-compliance with the Housing Quality Standards for thirty (30) days, the HAP Contract will terminate.

### **Abatement Means Stop Payment of All Landlord Checks**

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP Contract. If at any time it is determined that the unit does not meet HQS, YMHA will notify the owner in writing and provide the owner with a reasonable period of time to make repairs. If the repairs are not made within that time period, YMHA is required to abate (stop) payments. If a payment is abated, the family is still responsible for their portion of the rent only and not the PHA's.

If a unit is abated, HAP payments will not resume until the repairs are made. Furthermore, there will be no retroactive payments for the period of time that the unit was in abatement for non-compliance with HQS. If a unit is in abatement for more than thirty days after notice of abatement of payments, the HAP contract will terminate.

### **Rent Adjustments**

1. The owner may not increase the rent during the first twelve (12) months of the lease. After the first year of the lease and annually thereafter, the owner may request a rent adjustment, if stated in the initial lease.
2. Requests for rent adjustments must be made to YMHA, and the participant, in writing. Requests must be submitted at least sixty (60) days prior to the family's Annual Recertification.
3. The owner should request a reasonable amount. All rent increases are subject to rent reasonableness.
4. YMHA will provide written notice to the owner and the family of any changes in the family's and YMHA's rent amount.

NOTE: A rent reasonableness assessment is conducted anytime a rent adjustment is requested. If it is determined that the current contract rent in effect is not reasonable, the contract rent may be adjusted up or down, per Federal regulations.

## **CHAPTER 4      Lease and HAP Contract Termination**

### **The HAP Contract terminates if:**

#### **THE OWNER EVICTS THE FAMILY**

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give YMHA a copy of any eviction notice given to a family.

#### **THE FAMILY TERMINATES THE TENANCY**

The family may terminate the tenancy at any time after the first year of the lease with proper notice to the owner. Proper notice is defined in the lease.

#### **THE FAMILY MOVES FROM THE UNIT**

A family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually thirty (30) days. After the first year of the lease, YMHA will allow a family to move if they have not entered into a new 1-year lease. The family will be issued a voucher.

#### **YMHA TERMINATES THE FAMILY'S ASSISTANCE**

YMHA will provide the owner and the family with advance written notice if the family is being terminated from the program. When the family is terminated from the Housing Choice Voucher Program, the HAP Contract automatically terminates. The tenancy becomes "unassisted."

#### **THE OWNER TERMINATES THE TENANCY**

The owner may terminate the tenancy at the end of the initial term or any consecutive term with proper notice in accordance with the lease.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious and repeated violations of the lease; violates Federal, State or Local law relating to use or occupancy of the unit; demonstrates other good cause for termination (e.g., history of disturbance of neighbors, destruction of property, etc.) or abuses alcohol in a manner that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The owner may terminate the tenancy of a family who has engaged in drug-related activity, violent criminal activity or other criminal activity on or near the premises that threatened the health, safety, or peaceful enjoyment of other tenants, owner's employees or residents of the neighborhood.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or for violating parole.

## **CHAPTER 5      Most Common Owner Violations**

To avoid the most common program violations, an owner should:

- Always maintain the unit in accordance with HQS standards.
- Never accept payments from YMHA for a vacant unit.
- Never demand or accept side payments from a family. A side payment is any money paid by a Tenant to the owner for rent that is above the approved Rent to Owner.

## CHAPTER 6 How Assistance is Calculated

The following exercise is for demonstration purposes only. The Payment Standards and Utility Allowance Schedule are NOT current YMHA information.

Terms to Know Before Calculating:

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except phone) as established by HUD for units of varying sizes that must be paid in the housing market area to rent privately owned, decent, safe and sanitary rental housing of modest nature with suitable amenities.

**Payment Standard:** The maximum subsidy standard payment for a family in the Housing Choice Voucher Program. The payment standard must range between 90-110% of the FMR.

**Utility Allowance.** The PHA's determination of the average monthly utilities needed for an energy conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**Adjusted Income.** The annual income of the members of the family residing in or intending to reside in the dwelling unit, less the following mandatory deductions when applicable: child care expenses, disability assistance, medical expenses, dependent deductions and a deduction if the family is elderly or disabled. These vary from family to family.

**Total Tenant Payment.** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Maximum Rent Burden.** HUD states you cannot pay more than 40% of your adjusted income towards rent.

### Sample Exercise in Calculating Subsidy.

A family of four is eligible for a three-bedroom unit. Their yearly income is \$15,000 and their adjusted income is \$12,250. A Request for Tenancy Approval is returned for a single-family three bedroom unit where they are responsible for all utilities (heat is gas), plus providing a stove and refrigerator. Cooking is gas. The amount of rent requested is \$485.00.

#### Payment Standards for Sample PHA

	0 BR	1 BR	2 BR	3 BR	4 BR
FMR	375	425	525	650	750
PMT.Standard	394	446	551	682	788

#### Utility Allowances for Sample PHA (Single-Family Detached)

Bedroom Size	0 BR	1 BR	2 BR	3 BR	4 BR
<b>HEATING</b>					
Gas	36	48	64	79	95
Electric	38	51	70	86	105
<b>COOKING</b>					
Gas	4	6	7	9	11
Electric	3	4	5	6	7
<b>OTHER ELECTRIC</b>					
	18	23	29	34	39

# YMHA Housing Choice Voucher Program Owner Information Guide

WATER HEATING					
Gas	10	15	19	23	29
Electric	15	20	26	32	37
WATER					
	5	5	10	15	21
SEWER					
	5	5	9	13	17
RANGE					
	8	8	8	8	8
REFRIGERATOR					
	10	10	10	10	10

## Calculation Method

Income 15,000 Yearly Adj. Income 12,250  
Monthly Adj. Income 1,021  
Rent Burden: 40% of Monthly Adj. Income 408

Payment Std. 682 for 3 BR Size

a. Rent to Owner	<u>485</u>
b. Utility Allowance	<u>191</u>
c. Gross Rent (a + b)	<u>676</u>
d. Lower of PS or Gross Rent	<u>676</u>
e. TTP (Greatest of: 30% of Mo. Adj. Inc.; 10% of Gross Income PHA Minimum Rent (\$50.00))	<u>306</u>
f. Total HAP (d minus e)	<u>370</u>
g. Total Family Share (c minus f)	<u>306</u>
h. HAP to Owner (lower of a or f)	<u>370</u>
I Tenant Rent to Owner (a minus h)	<u>115</u>
j. Utility Reimbursement (f minus h)	<u>0</u>

40% Rent Burden: For new admission and participants who move from one unit to another:

If line g. 306 is higher than 40% of the Monthly Adjusted Income then the HA must refuse to subsidize unit.

HAP	<u>370</u>
Utility Payment	<u>0</u>
Tenant Rent	<u>115</u>

## CHAPTER 7 Housing Quality Standards Inspection Checklist

Below are the most common reasons that units fail Housing Quality Standards (HQS) Inspections. Please look your unit over carefully before your inspection date. Utilities must be on to complete the inspection. YMHA will not enter into a HAP Contract until the unit passes inspection. The areas that will be reviewed for HQS are:

- |  |                              |
|--|------------------------------|
| 1. Living room                           | 6. Building Exterior         |
| 2. Kitchen                               | 7. Heating and Plumbing      |
| 3. Bathroom                              | 8. General Health and Safety |
| 4. Other Rooms Used for Living           | 9. Paint Condition           |
| 5. Secondary Rooms (Not Used for Living) |                              |

\_\_\_\_\_ All ceilings, walls and floors must be strong, sturdy and in their permanent positions. All interior walls must be sound with a washable finish. All paneling must be secured and corners, base and trim molding installed to cover cracks and rough edges. Marlite walls must be installed with all trim. Areas where plaster or drywall is sagging, severely cracked or otherwise damaged should be repaired or replaced.

\_\_\_\_\_ The entire unit, both inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. **THIS HELPS TO PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.**

\_\_\_\_\_ Every room used for living must have either two working outlets or one working outlet and a permanent installed light fixture. At a minimum, each bathroom must have a permanent installed light fixture.

\_\_\_\_\_ There should be at least one ceiling or wall electric light fixture in the water closet, bathroom, laundry room, furnace room and public hall.

\_\_\_\_\_ Minimum 60-amp service for electrical requirements. All knock outs must be in place on junction boxes and surface mounted electrical boxes. Blank spaces in breaker/fuse boxes should be filled with blank covers.

\_\_\_\_\_ 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 any member of the family has a hearing problem, install one for the hearing impaired.

\_\_\_\_\_ Interior doors are required for bedrooms and bathrooms. There should be no holes, the trim must be intact and must open from the inside without the use of a key.

\_\_\_\_\_ Exterior doors must be weather tight, lockable, have no holes and trim intact and have threshold with no cracks or splits. Doors are provided with a locking mechanism firmly secured to the door. Strike plate must be screwed to the door jam and stud as needed.

\_\_\_\_\_ Each habitable room should have a minimum of one window with a screen and be in sound, defective-free condition.



- \_\_\_\_\_ GFI receptacles are required within six feet of water source. Refrigerator outlets should be properly grounded or have GFI.
- \_\_\_\_\_ All light switches and outlets must have secured plate covers installed.
- \_\_\_\_\_ All sashes on windows must be in good condition, solid, intact and fit properly to the frame.
- \_\_\_\_\_ All windows that open must have a mechanism to secure them in place when opened.
- \_\_\_\_\_ Each bedroom must have at least one window that opens for ventilation, if the windows are designed to be open.
- \_\_\_\_\_ If the unit has a third floor sleeping room(s), and the family is eligible to use this room for sleeping, the owner must provide a safe method of escape in the case of fire. Example: chain ladder. Sleeping rooms must have operable window.
- \_\_\_\_\_ If there is a bathroom with a toilet that is not hooked up to water and sewer lines, it must be repaired. If it is removed, the drain must be sealed to prevent rodents and/or sewer gasses from escaping into the unit.
- \_\_\_\_\_ The bathroom must have either an operable window or an exhaust fan for ventilation.
- \_\_\_\_\_ The hot water tank's pressure relief valve must have a discharge line extending down two to six inches from the floor.
- \_\_\_\_\_ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connected to the furnace and hot water tank are installed correctly.
- \_\_\_\_\_ 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.
- \_\_\_\_\_ If the downspout or gutters are damaged and/or missing, causing interior damage to the unit, they must be replaced or repaired. Any damage to the interior of the unit due to the missing or damaged downspout or gutters must be repaired.
- \_\_\_\_\_ The unit must be free from any accumulation of garbage or debris, both inside and outside. The owner must provide "refuse disposal". These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags if they are the type approved by the local Health and Sanitation Department.
- \_\_\_\_\_ Handrails must be installed for every four (4) steps.
- \_\_\_\_\_ The unit/property must be checked for mold and mildew.
- \_\_\_\_\_ All light fixtures need globes/cover, if designed to have them.

## CHAPTER 8      Lead-Based Paint Regulations

Lead-based paint rules apply to all housing constructed before 1978.

All tenants must be provided with a copy of the HUD/EPA pamphlet **“Protect Your Family from Lead in Your Home”**. This document, EPA747-K-99-001 is available through the Government Printing Office. Photocopies are acceptable.

The owner and family must complete and sign a “Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards”. This form must be kept by the owner for at least three years. The owner must disclose any known lead-based paint hazards to the family.

YMHA must complete a visual assessment for deteriorated paint during the initial and annual inspection. (For more information on project-based requirements, and on lead-based paint in general, see the HUD web page at <http://www.hud.gov>).

During inspections, all deteriorated or damaged paint will be assumed to be lead-based paint (LBP) unless the paint has been tested and cleared by a licensed Lead Inspector or Risk Assessor.

All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied or within 30 days of notification if the unit is already occupied.

Only properly trained persons may work on LBP or paint assumed to be LBP. Clearance testing is required after repairing LBP. At the completion of work involving LBP or paint assumed to be LBP, the owner must have lead wipe samples secured by a licensed Risk Assessor and the dust levels must be below HUD defined levels.

If there is a child with an Elevated Blood Level (EBL) under age six in the unit, a Lead Risk Assessment of the unit and common areas must be completed within 15 days of notification. (A child with an Elevated Blood Level is one determined to have excess lead levels in the blood stream). The Health Department or a licensed contractor may perform the assessment. Review the Lead Safe Housing Rule for more information.

For more information, contact the local Health Department or the National Lead Information Center at 800-424-LEAD. Owners can also contract with environmental consultants to assist them in complying with lead-based paint regulations. Some consultants are listed in the Yellow Pages. You may also visit the Ohio Department of Health website at <http://www.odh.ohio.gov> for more information.

## CHAPTER 9 Glossary of Housing Terms

**ABATEMENT:** The period of time when Housing Assistance Payments are not made to the owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not made for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible only for their share of the rent.

### **DRUG-RELATED CRIMINAL**

**ACTIVITY:** Drug trafficking, illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.

**DRUG TRAFFICKING:** The illegal manufacture, sale or distribution or possession with intent to manufacture, sell or distribute a controlled substance.

**EXCEPTION RENT:** An amount that exceeds the published Fair Market Rent.

**FAIR MARKET RENT:** The rent, including the cost of utilities (except phone) as established by HUD for units of varying sizes that must be paid in the housing market area to rent privately owned, decent, safe and sanitary rental housing of modest nature with suitable amenities.

**FAMILY/PARTICIPANT:** A family that has been admitted to the Housing Choice Voucher Program and is currently assisted in the program.

**FAMILY SHARE:** The portion of rent and utilities paid by the family.

**GROSS RENT:** The sum of the Rent to Owner plus any utility allowance. If there are no tenant-paid utilities, the Rent to Owner equals the gross rent.

### **HOUSING AGENCY (HA)/PUBLIC**

**HOUSING AGENCY:** Any state, county, municipality or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for low-income families.

**HOUSING ASSISTANCE PAYMENT:** The monthly assistance payment by a PHA that includes:

1. A payment to the owner for rent to the owner under the family's lease; and
2. An additional payment to the family if the total assistance payment exceeds the Rent to Owner.

### **HOUSING ASSISTANCE PAYMENT**

**CONTRACT:** A written contract between the PHA and the owner for the purpose of providing housing assistance payment to the owner on behalf of an eligible family. It defines the owner and PHA responsibilities, and is referred to as the HAP contract.

**HOUSING QUALITY STANDARDS:** HUD minimum quality standards for housing assisted under the Housing Choice Voucher Program.

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

**LANDLORD:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

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

**LOW-INCOME FAMILY:** A family whose Annual Income does not exceed 80% of the median income for the area as determined by HUD.

**OWNER:** Any person or entity with the legal right to lease a unit to a participant.

**PARTICIPANT/FAMILY:** A family that has been admitted to the Housing Choice Voucher Program Program, and is currently assisted in the program.

**PAYMENT STANDARD:** The maximum subsidy payment for a family in the Housing Choice Voucher Program.

**PORTABILITY:** The ability of a family to move to a dwelling unit with Housing Choice Voucher Program assistance that is outside the jurisdiction of the housing authority that initially issued the voucher.

#### **REASONABLE MODIFICATION OF**

**RENTAL UNIT:** The Fair Housing laws allow persons with disabilities to make adjustments to their rental units at their own expense.

#### **REASONABLE RENT (RENT**

**REASONABLENESS):** A Rent to Owner that is not more than either:

1. The rent charged for comparable units in the private unassisted market, or
2. The rent charged by the owner for a comparable unassisted unit in the building or premises.

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

**RENT ADJUSTMENT:** At the request of the owner, in accordance with HUD regulation, an increase or decrease in Rent to Owner. Requests for rent adjustments may be made annually, at least 60 days before the Annual Recertification date. When an adjustment is made, the PHA will determine whether the rent is reasonable.

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

#### **REQUEST FOR TENANCY**

**APPROVAL(RFTA):** A form provided by the PHA, to be completed by the owner and family, which is used by the PHA to determine that the unit is eligible and complies with program requirements.

**SECURITY DEPOSIT:** A dollar amount that can be collected from the family by the owner to be used for amounts owed under the lease according to State and local law.

**SUBSIDY STANDARDS:** Standards are established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

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

**TENANT:** The person or persons who execute the lease as lessee of the dwelling unit.

**TENANT RENT:** The amount payable monthly by the family as rent to the owner in the Housing Choice Voucher Program.

**TOTAL TENANT PAYMENT:** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT:** Residential space for the private use of a family. The size of the unit is based on the number of bedrooms contained within the unit.

**UTILITY ALLOWANCE:** The PHA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**VERY LOW-INCOME FAMILY:** A low-income family whose annual income does not exceed 50% of the median income for the area.

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

**VOUCHER (RENTAL VOUCHER):** A document issued by the PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher contains the term of the voucher, bedroom size authorized for the family and family obligations. Describes the procedures for PHA approval of a unit.

## **CHAPTER 10 Working with YMHA**

You should always contact YMHA with any questions concerning your resident or landlord account. Families are assigned to Housing Specialists by last name. For general questions concerning payments and program requirements, please contact the appropriate Housing Specialist.

### **Housing Specialist Assignment**

Family Last Name A – K, (330)744-2161, ext. 225

Family Last Name L – Z, (330)744-2161, ext. 230

Inspections Department, (330)744-2161, ext. 236



### **Agency Hours**

Monday – Friday, 8:00 a.m. to 4:30 p.m. Closed 12:00 p.m. to 1:00 p.m. daily.

Walk-In Hours, Thursday, 1:00 p.m. to 3:00 p.m. All other times, by appointment only.

### **Parking at YMHA**

Limited free parking is available in the YMHA Visitor Lot located on Phelps Street behind the WFMJ building.

### **Housing Assistance Payments**

Housing Assistance Payments are issued the first business day of the month. All payments are issued via mandatory direct deposit.

### **Landlord Portal**

YMHA offers a landlord portal to view account details which includes all HAP payments and inspection information. YMHA mails registration information for portal access to all participating owners. Owners may also contact YMHA for registration details.

For Annual HQS inspections, YMHA does not mail the Inspection Report as these can be viewed in the landlord portal. The portal will have details on inspection status, fail items and the next scheduled inspection date.

### **Available Property for Rent**

YMHA has partnered with gosection8.com for owners to list available property for rent. This is a free service. YMHA makes the listing available for families who are searching for housing.

### **Legal Assistance**

The Housing Authority does not offer legal assistance to owners. YMHA encourages owners to seek legal counsel if there are any concerns regarding the Ohio Landlord Tenant Law.

## **CHAPTER 11 Sample HUD and Housing Choice Program Forms**

### Special Note:

These forms are being included within this document so that landlords will become familiar with their content. These forms have been resized and are smaller than normal to fit the size of this booklet. Do not use these forms directly from this book. YMHA will provide you with original forms. HUD forms are also available on the HUD website at [https://www.hud.gov/program\\_offices/administration/hudclips/forms](https://www.hud.gov/program_offices/administration/hudclips/forms).



# Sample Voucher – Page 1 of 3

## Voucher Housing Choice Voucher Program

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

OMB No. 2577-0169  
(Exp. 04/30/2018)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**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 is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. 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 voucher issuance.

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

### 1. Housing Choice Voucher Program

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

### 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

## Sample Voucher – Page 2 of 3

### 3. PHA Approval or Disapproval of Unit or Lease

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

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

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

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
  1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.

## Sample Voucher – Page 3 of 3

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

### 5. Illegal Discrimination

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

### 6. Expiration and Extension of Voucher

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

## Sample Request for Tenancy Approval – Page 1 of 2

### 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. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
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"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development  <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit  <input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____					

#### 11. Utilities and Appliances

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

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

## Sample Request for Tenancy Approval – Page 2 of 2

### 12. Owner's Certifications.

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

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

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

c. Check one of the following:

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

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

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

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

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

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

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

## Sample Housing Assistance Payment Contract – Page 1 of 11

**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.

## Sample Housing Assistance Payment Contract – Page 2 of 11

**8. Utilities and Appliances**

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

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

**Signatures:****Public Housing Agency**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail Payments to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, State, Zip)

# Sample Housing Assistance Payment Contract – Page 3 of 11

## 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.



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- (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

## Sample Housing Assistance Payment Contract – Page 5 of 11

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

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

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

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

### 11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

### 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

## Sample Housing Assistance Payment Contract – Page 6 of 11

the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

## Sample Housing Assistance Payment Contract – Page 7 of 11

**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.

## Sample Housing Assistance Payment Contract – Page 8 of 11

**Housing Assistance Payments Contract** U.S. Department of Housing  
(HAP Contract) and Urban Development  
**Section 8 Tenant-Based Assistance** Office of Public and Indian Housing  
**Housing Choice Voucher Program**

### 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**

## Sample Housing Assistance Payment Contract – Page 9 of 11

- (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).
  - (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
  - (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

## Sample Housing Assistance Payment Contract – Page 10 of 11

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

### e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

### g. Owner notice of grounds

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

### 9. Lease: Relation to HAP Contract

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

### 10. PHA Termination of Assistance

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

### 11. Family Move Out

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

### 12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.



## Sample Housing Assistance Payment Contract – Page 11 of 11

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

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

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

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

### 16. Notices

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

### 17. Definitions

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

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

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

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

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

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

**HUD requirements.** HUD requirements for the Section 8 program.

HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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



