

# Request for Tenancy Approval

Housing Choice Voucher Program

## U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

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

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)			
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection	
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:			
<input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____			



### 11. Utilities and Appliances

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

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

Provided by

12. Owner's Certifications

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

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

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

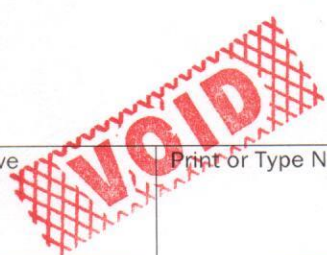
c. Check one of the following:

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

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.



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



**AFFIDAVIT OF UNDERSTANDING OF HAP PAYMENT**

I do understand that NO HAP (Housing Assistance Payments) will be made until date of final signature is obtained, which thereby completes the Contractual Agreement.

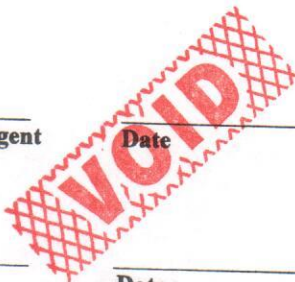
First month's HAP therefore is to be pro-rated. It will be an amount to reflect the remainder of the month after final signature is obtained. It is further understood that the tenant signing is not permitted until all utilities are on.

\_\_\_\_\_  
Landlord/Property Manager/Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

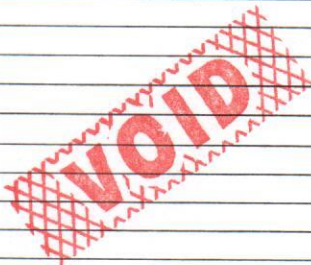


CHECKLIST

LANDLORDSS SHOULD CHECK REFERENCES BEFORE FILLING OUT THIS FORM

This following information pertains to tenant's previous program participation:

- 1. Previous Landlords are: \_\_\_\_\_
- 2. Family's current address: \_\_\_\_\_
- 3. Family's current phone number: \_\_\_\_\_
- 4. Other: \_\_\_\_\_



THIS FORM MUST BE COMPLETED AND RETURNED TO OUR OFFICE BEFORE INSPECTION CAN BE SCHEDULED.

DATE ISSUED: \_\_\_\_\_ BR SIZE: \_\_\_\_\_ VOUCHER: \_\_\_\_\_

\_\_\_\_\_ This applicant is currently on any Housing Program and Rental Assistance may begin as soon as the unit passes inspection.

\_\_\_\_\_ This Tenant is current participant of the Section 8 Rent Subsidy Program or the Public Housing Program and rental assistance may not begin until \_\_\_\_\_.

PLEASE COMPLETE THE FOLLOWING ABOUT THE UNIT YOU WISH TO RENT:  
I WOULD LIKE TO USE MY OWN Lease (Recommended): Yes \_\_\_ No \_\_\_ COPY OF LEASE MUST BE FURNISHED TO HOUSING AUTHORITY PRIOR TO RECEIVING PAYMENT.

Do you wish to collect a Security Deposit from this Tenant? Yes \_\_\_ No \_\_\_  
Please state amount you wish to collect: \$ \_\_\_\_\_

HUD REGULATIONS- Eliminates the right of the owner to claim reimbursement from the Housing Authority for damages and unpaid rent for a Tenant on the Section 8 Rent Subsidy Program.

Number of Bedrooms: \_\_\_\_\_ Rent Requested: \$ \_\_\_\_\_ Previous Rent Charged: \$ \_\_\_\_\_

Previous Tenant's Name: \_\_\_\_\_

If there is a difference in the Rent Requested and the Previous rent charged, please explain:  
\_\_\_\_\_

Type of Unit: House \_\_\_ Apartment \_\_\_ Duplex \_\_\_ Mobile Home \_\_\_ Others \_\_\_

Utilities paid by Landlord: Water \_\_\_ Electricity \_\_\_ Gas \_\_\_ None \_\_\_

THERE MUST BE SEPARATE METERS FOR EACH UTILITY THE TENANT IS RESPONSIBLE PAY FOR.

Is this an ALL ELECTRIC UNIT? Yes \_\_\_ No \_\_\_ CENTRAL AIR? Yes \_\_\_ No \_\_\_

PLEASE INDICATE THE TYPR OF FUEL USED FOR THE FOLLOWING:

HEATING: Gas \_\_\_ Electric \_\_\_ Other \_\_\_ Central \_\_\_

COOKING: Gas \_\_\_ Electric \_\_\_ Other \_\_\_ Central \_\_\_

\*If the unit is gas supplied by propane the tank must read at least 20% full at any inspection.\*

PLEASE INDICATE WHO FURNISHED THE FOLLOWING:

KITCHEN RANGE: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

REFRIGERATOR: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

SPACE HEATER: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

MAINTAINS GROUNDS: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

IF YOU WISH TO CHARGE A LATE CHARGE FOR UNPAID RENT, PLEASE GIVE THE EXACT WORDING TO RE STATED ON THE LEASE. \_\_\_\_\_

ARE PETS ALLOWED ON THE PERMISED: Yes \_\_\_ No \_\_\_ Outside Only \_\_\_

DO YOU HAVE ANY OTHER TENANTS ON THE PROGRAM AT THIS TIME? Yes \_\_\_ No \_\_\_

**ALL UTILITIES MUST ON AND ALL APPLIANCES AND HEATERS MUST BE IN PLACE AND IN PROPER WORKING CONDITION BEFORE RENTAL ASSISTANCE WILL BEGIN. YES NO**

Do all window and Exterior doors have locks? Hasp lock (paddle locks and skeleton key type locks are not acceptable under any circumstances.		
Does the living room have at least two electrical outlets or one overhead light that works and one electrical outlet?		
Does the kitchen have at least two electrical outlets (one accessible to counter area) and one overhead light that works?		
Does the bathroom and bedroom(s) have at least one electrical outlet and an overhead light that works?		
Is there a flush toilet in a separate, private room that is working properly?		
Is there a fixed lavatory basin in the unit with hot and cold running water?		
Is there a bathtub or shower in the unit with hot and cold running water?		
Is there a kitchen sink in the unit with hot and cold running water?		
Is there space for storing, preparing and serving food in the unit?		
Is there at least one window in the living room and bedroom(s) and do they have screens?		
Is there a window that opens or an electrical exhaust fan in the bathroom?		
Is the water heater vented through the roof?		
Does the water heater have a temperature and pressure relief valve with a bleed line?		
Does the unit have sufficient smoke detectors as required by State law?		
Does there appear to be a problem with septic tank or sewer system?		
Does there appear to be a problem with mice, rats, roaches, or other insects or vermin?		
Is there evidence of leaks or cracks in the ceiling or walls?		
Is there evidence of fumes or frayed wires to indicate unsafe electrical, heating, or cooling?		
Do all space heaters have the American Gas Association (AGA) Seal of Approval?		
Is there at least one (1) window screen in good condition per each room?		
All screens present must be in good condition.		
Is there any peeling paint on the interior or exterior surfaces of the unit?		
Is the water for the unit provided by a Public Water System OR Water Well?		
Is the unit on the City Sewer system OR Septic Tank OR Other?		

**I CERTIFY THAT THE RENT OF THE ABOVE UNIT IS NOT HIGHER THAN OTHER COMPARABLE UNITS I AM RENTING OFF THE PROGRAM.**

\_\_\_\_\_  
**Signature of Landlord or Agent (One Name Only)      Signature of Applicant or Tenant      Phone No.**

\_\_\_\_\_  
**Name of Property Owner      Social Security Number of Owner      Phone No.**

\_\_\_\_\_  
**Mailing and Street Address of Property Owner**

**CHECKS SHOULD BE MADE PAYABLE & MAILED TO:** **AGENT'S NAME, ADDRESS & PHONE NO.** (This includes spouse And/or any other person authorized to sign paperwork)

\_\_\_\_\_  
**Name (One Name Only)      SS#**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**City      State      Zip**

\_\_\_\_\_  
**City      State      Zip**

\_\_\_\_\_  
**Address of Unit Tenant Has Selected**

## GENERAL INFORMATION FOR LANDLORDS

WE ARE REQUIRED TO HAVE PHOTOSTATIC COPIES OF ALL LANDLORD AND TENANT SOCIAL SECURITY NUMBER OR I. D. NUMBERS. WE WILL BE HAPPY TO MAKE A COPY OF YOUR SOCIAL SECURITY CARD OR THE NECESSARY DOCUMENTATION SHOWING YOUR I.D. NUMBER. YOU WILL ALSO NEED TO FILL OUT A W-9 FORM FOR TAX REPORT PURPOSES. THESE FORMS ARE AVAILABLE IN OUR OFFICE.

1. Tenants receiving rental assistance should be treated as any other tenant you may be renting to. **YOU ARE THE LANDLORD.** You should screen your tenant carefully and ask for previous references from prior landlords. You may request references from our office. We will be happy to help you if we have these references. This should be done **BEFORE YOU COMPLETE THE PRELIMINARY CHECKLIST** and have your unit inspected.
2. **RENTAL PAYMENT** will not begin until;
  1. The unit passes Housing Quality Standards Inspection
  2. The tenant has possession of the Unit.
  3. Contract and all necessary paperwork signed by Landlord and Tenant.

These payments will not be retroactive. **THE MARSHALL HOUSING AUTHORITY WILL NOT BE RESPONSIBLE FOR RENT AMOUNTS INCURRED PRIOR TO THE SIGNING OF THE HAP CONTRACT.**

3. When the tenant returns a completed checklist to the housing authority, we will call the landlord to schedule the initial inspection of the unit. If the unit fails to pass the initial Housing Quality inspection, you will have 30 days to make the necessary repairs to the unit. **AT NO TIME DURING THIS PERIOD IS THE HOUSING AUTHORITY PRESRESPONSIBLE FOR THE RENT ON THE UNIT.** When the repairs are made you **MUST** contact the Housing Authority and let us know, otherwise we have no way of knowing when the work is finished. When you contact the Housing Authority we will schedule a re-inspection. Should the repairs not be completed within the thirty (30) days, the tenant must find another unit that will meet Housing Quality Standards. If this occurs you will not be given any notice from the Housing Authority.
4. **REMEMBER YOUR TENANT WILL BE PAYING A PORTION OF THE TOTAL APPROVED RENT AMOUNT.** The amount of rent you may charge for the unit will be determined by our office after the initial inspection is completed and your unit has compared to other units of the same size and quality. If this amount is less than the amount you requested, you will be notified of the approved rent and be given the opportunity to either accept or reject this amount. You will be contacted by our office to sign the contract for your tenant after all paperwork is completed. If you are providing your own lease, the dates on the lease **MUST** correspond with the date of the HAP Contract and the date the unit passed inspection. The lease must be provided when the paperwork is signed. In order to avoid delay of your check, it is necessary for you to come in promptly upon notification.
5. During the term of the lease it is the Landlords responsibility to ensure that the unit meets Housing Quality Standards at all times. If the tenant is responsible for paying utilities, their assistance will be terminated if utilities are turned off for more than five (5) days. PLEASE UNDERSTAND that HUD's regulations require our office to abate payments to the landlord on any unit that is in sub-standard condition. This includes, but is not limited to units with roof leaks, or gas or electrical problems. Final decisions on abatement will be determined by the inspector according to Housing Quality Standards and City Code requirements. You may be required to provide necessary certification to prove the safety of your unit. Please understand that our main concern **MUST** be the safety of the tenant. You, will be notified by our office if sub-standard conditions occur and be given a specific amount of time to correct the problems, depending on the severity. If Housing Quality Standards are not met within the specified time period, the tenant must find another suitable unit if they wish to remain on the program.
6. **THE LANDLORD SHOULD NOT, UNDER ANY CIRCUMSTANCES, COLLECT FROM THE TENANT MORE THAT THE TENANT RENT AMOUNT INDICATED ON THE LEASE.**

7. If problems involving the lease agreement should occur, you should send the tenant a letter asking them to correct the problems(s). A copy of this letter should be mailed to the Housing Authority office for the tenant's file. The tenant will be advised to follow the same procedure. Only the individuals listed on the lease are to occupy the unit. Visitors are allowed for a maximum of 2 weeks. If tenant requests to add additional family members to their lease, this request must be approved by the Housing Authority and the Landlord. Serious or repeated lease violations should result in termination of your tenants lease and my result in termination of rental assistance. A formal eviction must be filed at the office of the Justice of the Peace. You must then provide our office with the documentation showing you have begun the eviction process. Please understand that the purpose of the Section 8 Program is to provide help with rental payments to low income families. The lease you sign is between you and your tenant. This is the only lease to be signed and the only lease in effect after your tenant begins receiving assistance on the Section 8 Program. **REMEMBER** – Lease enforcement is the responsibility of the Landlord.
8. During the course of the lease, Tenant income or family composition may change. If this should occur, both you and your tenant will receive a copy of the lease addendum reflection any change in rental payments or family composition, as soon as possible after the changes are reported to our office.
9. Should your tenant move or should your receive notice that your tenant is moving, you must contact our office immediately. The Security Deposit you collect should be used for any amount due for damages or unpaid rent. The Security Deposit you collect **MUST** be in accordance with State Law.
10. The Contract you sign with the **Marshall Housing Authority**, in no way assures that your rent will continue if the tenant moves out of your unit. There are three major reasons for the Contract to terminate.
  1. If the **Marshall Housing Authority** terminates assistance for the family due to family obligations.
  2. If the family moves out of the unit, the contract terminates automatically.
  3. If the contract unit fails to meet Housing Quality Standards Inspection.

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#### INFORMATION OF THE RE-EXAM PROCESS

It is a HUD requirement that all tenants be re-examined on an annual basis. We begin this procedure 3 months in advance to ensure that both tenant and landlord have ample time to fulfill their responsibilities. During this time your unit will be inspected and all repairs (if any) must be completed by the deadline date on your repair letter. Once again you or your tenant must contact our office immediately when these repairs are completed to schedule a re-inspection of the unit. If repairs are not completed and your unit has not passed inspection by the deadline date on your repair letter, your rent will be abated (**STOPPED**). Please be advised that this type of situation may lead to the Housing Authority terminating the Contract.

**\*\*\*\*\*RULES AND REGULATION ARE CONSTANTLY CHANGING\*\*\*\*\*  
THESE REGULATIONS MUST BE INCORPORATED INTO OUR  
PROGRAM AS SOON AS FINAL RULES PUBLISHED.**

I have read and I completely understand the above information.

\_\_\_\_\_  
SIGNATURE OF LANDLORD

\_\_\_\_\_  
DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF PUBLIC AND INDIAN HOUSING

**WATCH OUT FOR LEAD-BASED PAINT POISONING  
NOTIFICATION**

TO: TENANTS ASSISTED WITH RENT UNDER THE SECTION 8 HOUSING ASSISTANCE PROGRAM (EXISTING) AND OWNERS OF HOUSING LEASED UNDER THE PROGRAM, IF BUILT PRIOR TO 1978.

**PLEASE READ THE FOLLOWING INFORMATION CONCERNING  
LEAD-BASED PAINT POISONING**

**1. Sources of Lead-Based Paint**

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers (under-coats of paint) may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children could eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children could also swallow lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they could get these particles on their hands, put their hands into their mouths, and swallow a dangerous amount of lead.

**2. Symptoms of Lead-Based Paint Poisoning**

Has your child been especially cranky? Is he or she eating normally? Does your child have stomachaches or is he or she vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times there are no signs or symptoms at all. Lead poisoning can eventually cause mental retardation, blindness and even death.

**3. Advisability and Availability of Blood Lead Level Screening**

Many buildings built prior to 1978 contain high levels of lead in the paint. Since you live in a building that was built before 1978 you should take your child to the doctor or clinic for blood lead level testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible.

Inform other family members and babysitters of the dangers of lead poisoning. You can safeguard your child from lead poisoning by preventing him or her from eating paint that may contain lead.

**4. Tenant Responsibilities**

**A. Notify PHA of Elevated Blood Lead Levels**

As applicants, tenants and homebuyers of lower income public housing, you are advised to contact your doctor or local clinic to have your children under 7 years of age tested for an elevated blood lead level. If your child is identified as having an elevated blood lead level, you should notify the housing authority **IMMEDIATELY**. In order for the unit to remain qualified for the Section 8 Program, steps must be taken to for lead-based paint hazards and remove those hazards where they are found.

.....  
(Cut or tear on this line)

**CERTIFICATION**

I have received a copy of the notice entitled "WATCH OUT FOR LEAD-BASED PAINT POISONING."

Tenant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Issued From: (Name of Housing Authority): **MARSHALL HOUSING AUTHORITY**

(Address of Housing Authority): **1401 Poplar St, Marshall, TX 75670**