



LANDLORD HANDBOOK

Landlord Guide to the Housing Choice Voucher Program

MARSHALL HOUSING AUTHORITY - HOUSING CHOICE VOUCHER PROGRAM

LANDLORD GUIDE

MARSHALL HOUSING AUTHORITY

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The mission of The Marshall Housing Authority is to assist low-income households in Marshall and the Harrison County Areas in obtaining safe and sanitary housing at a cost that is affordable to them; to upgrade the quality of housing available to such families; to provide information concerning the Fair Housing Act; and to ensure that Federal pass-through funds are administered in accordance with HUD guidelines.

GENERAL PROGRAM INFORMATION

Your interest in providing an affordable housing option for low-income families is much appreciated! The Housing Choice Voucher Program is a three-way partnership between the Marshall Housing Authority (MHA), the participating family and you, the landlord. In order for the program to work, we all have unique responsibilities. Your cooperation is essential to MHA's ability to serve you and the family you may select as a renter.

The Marshall Housing Authority (MHA) is pleased to provide you with the following information about the MHA rental assistance program, the Housing Choice Voucher Program. This handbook will assist you in understanding how the Housing Choice Voucher (HCV) program works. As a public service agency, MHA wants to provide safe, sound, and affordable housing to local families. By participating in the HCV program, you act as a partner with MHA in helping the area's low-income families secure safe, sanitary and decent housing. This manual includes a complete list of program guidelines that will help you to understand your rights and responsibilities as a landlord in the Housing Choice Voucher Program.

The Housing Choice Voucher (HCV) program is a rental assistance program that is funded through the U.S. Department of Housing and Urban Development. The HCV program's goal is to help families and individuals secure affordable housing by paying a portion of rental costs, which may include utilities (not phone or cable). The rent payment is based on the lesser of the payment standard or the gross rent of the unit (rent and utilities).

HOUSING CHOICE VOUCHER PROGRAM PARTNERSHIP

Landlords participate in the Housing Choice Voucher program on a voluntary basis. If interested, you simply lease your vacant units to families with a Housing Choice Voucher. The family pays a portion of their rent, based on income, directly to you, and MHA pays the remainder of the rent directly to you. The landlord/tenant relationship is very similar to your relationship with unassisted tenants. The landlord screens and selects appropriate tenants in the same manner as with unassisted tenants.

MARSHALL HOUSING AUTHORITY'S COMMITMENT

MHA wants to provide excellent service to families and landlords/ property owners participating in the program. MHA staff will make every effort to inform you of program rules and to advise you of how these rules will affect you. Federal regulations are not always easy to understand, so it is very important to ask questions if you are not sure of something.

BENEFITS TO BECOMING A PARTICIPATING HCV LANDLORD

The largest incentive to becoming an HCV landlord is guaranteed rent! When you choose to rent to an HCV participant, you will sign a Housing Assistance Payment (HAP) contract with MHA. Once the HAP contract is signed, MHA agrees to pay a portion of the participant's rent each month. Typically, an HCV participant will pay approximately 30 to 40 percent of their total household income towards their rent and utilities. Amounts exceeding this will be paid by MHA up to the payment standard, which is calculated based on the market rents in the area.

Another distinct advantage is the steady tenant flow to choose from. The demand for quality housing is much higher than the number of available units. Once you become an HCV participating landlord, you can add your property to our housing list located in our lobby. Of course, you can still choose to market your property however you want, but this is just another service offered by MHA for your convenience.

Additionally, HUD requires that each unit that an HCV participant chose to lease must be inspected by MHA prior to both the lease and HAP contract being signed. As a landlord, this means the Housing Quality Standards (HQS) Inspector will meet with you to conduct an inspection to ensure that the property is safe and sanitary prior to the tenant moving in and annually thereafter. This is yet another service that the PHA offers for free!

LANDLORD'S RESPONSIBILITIES

In order for the program to work, you as the landlord have the following the responsibilities:

- Screen families who apply to determine if they will be suitable renters. MHA only screens participants for violent and drug offences committed within ten years.
- Consider a family's background regarding factors such as:
 - ❖ Paying rent and utility bills
 - ❖ Care of the rental property
 - ❖ Respecting the rights of others to peaceful enjoyment of their residences
 - ❖ Engaging in drug-related or other criminal activity
 - ❖ Compliance with other essential conditions of tenancy
- Comply with the terms of the Housing Assistance Payments (HAP) Contract with MHA.
- Collect the rent due by the tenant and otherwise enforce the lease in accordance to the law.
- Notify MHA if you are aware that a family has unauthorized occupants living in the unit.
- Notify MHA immediately if an eviction is filed on the tenant.
- Comply with all federal and local laws that prohibit:
 - ❖ discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, source of income, or disability.
 - ❖ violations of fair housing and nondiscrimination laws will result in denial or termination of participation in the Housing Choice Voucher Program and could result in civil penalties.
 - ❖ It is in your best interest as a landlord to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the Housing Authority will furnish you with additional information pertaining to fair housing requirements.
- Comply with fair housing laws and discriminate against no one.
- Review the lease agreement with the family carefully.
- Maintain the housing unit by making necessary repairs in a timely manner.

• Reasonable Modifications for Disabilities:

A landlord cannot discriminate against a disabled family and should be aware of landlord obligations to make reasonable modifications to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act.

• Maintenance of the Unit

The landlord is responsible and must ensure maintenance and upkeep of the unit unless the lease specifies otherwise. Repairs for which the landlord is responsible should be made in a timely manner.

• Vacant Unit

The landlord must notify MHA immediately if a family moves in violation of their lease or dies.

- **Additional Payments**

MHA determines the amount a family pays for rent. MHA must approve any additional payments for rent, utilities or other charges. A landlord requesting and or collecting any additional payments for rent, utilities or other charges will be subject to criminal and or civil prosecution. Landlords should refer to the Housing Assistance Payment Contract.

HOUSING AUTHORITY'S RESPONSIBILITIES

The Housing Authority must do the following:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all the rules of the program to families who qualify.
- Issue a Voucher.
- Approve the unit, the landlord, and the tenancy.
- Make Housing Assistance Payments to the landlord in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that landlords and families comply with the program rules.
- Provide families and landlords with prompt, professional service.

FAMILY'S RESPONSIBILITIES

The HCV participating family must do the following:

- Provide MHA with complete and accurate information.
- Cooperate in attending all appointments scheduled by MHA.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Take responsibility for the care of their housing unit.
- Pay their portion of rent on time and otherwise in accordance with the terms of the lease.
- Comply with the terms of their lease with the landlord.
- Comply with the family obligations of the Housing Choice Voucher Program.

•Utilities

If the family is required to provide any utilities, (such as electricity, gas, or water) they must keep them in service. If the family fails to do so, the unit will not meet Housing Quality Standards. In that case, the family will be given a notice to get the utilities back into service immediately or risk termination of assistance and will no longer be eligible for the HCV program.

•Damages

The family is responsible for repairing any damage to the unit or premises beyond normal wear and tear, even if a guest causes them. If the family does not fulfill its obligations for the repair of damages, as stated in the lease, their assistance may be terminated. Families who participate in the Housing Choice Voucher Program are required by HUD to comply with certain family obligations. These obligations are listed below.

•Required Information

The family must supply any information that MHA or HUD determines is necessary for the administration of the program or for certifying or re-certifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household composition (the people living in the family’s unit).

Social Security Numbers

The family must provide social security cards of all members of the household and must sign and submit consent forms allowing MHA to obtain information.

•Truthfulness

Any information provided by the family must be true and complete.

•HQS Violations

The family is responsible for correcting any HQS violations caused by any of their household members or any of their guests.

•Unit Inspections

The family must allow MHA to inspect the unit at reasonable times and after reasonable notice.

•Lease Violations

The family may not commit any serious or repeated violation of the lease.

•Moving

The family must notify the landlord and the Housing Authority in writing before moving out of the unit or terminating its lease.

•Eviction

The family must promptly give the Housing Authority a copy of any eviction notice it receives from the landlord.

• Housing Use

The family must use the assisted unit primarily as a residence, and the unit must be the family’s only residence.

• Family Composition

MHA **must approve all members of the family**. The family must promptly inform MHA of the birth, adoption, or court-awarded custody of a child and it must request Housing Authority approval to add any other family member as an occupant of the unit.

• Other Household Occupants

A foster child or live-in aide may reside in the unit if the family obtains the approval of the Housing Authority.

• Reduction in Family Size

The family must promptly notify MHA if a family member no longer resides in the unit.

- **Profit-Making Activities**

Family members may engage in legal profit- making activities in the unit, but only if such activities are incidental to the primary use of the unit as the family’s residence. Proper licensing must be obtained and submitted to MHA if applicable. The lease may contain additional restrictions.

- **Subleasing**

The family may **not** sublease or sublet the unit.

- **Assigning or Transferring**

The family may not assign the lease or transfer the unit to anyone else.

- **Absences**

The family must supply any information or certification requested by MHA for the purpose of verifying that the family is actually living in the unit. The family must also promptly notify MHA in writing when it intends to be away from the unit for any extended period.

- **Ownership or Interest**

The family may **not** own or have any interest in the unit (other than in a cooperative, or owner of a manufactured home leasing a manufactured home space).

- **Corruption**

The members of the family may **not** commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

- **Crime**

The members of the family may **not** engage in drug-related or violent criminal activity.

- **Other Housing Assistance**

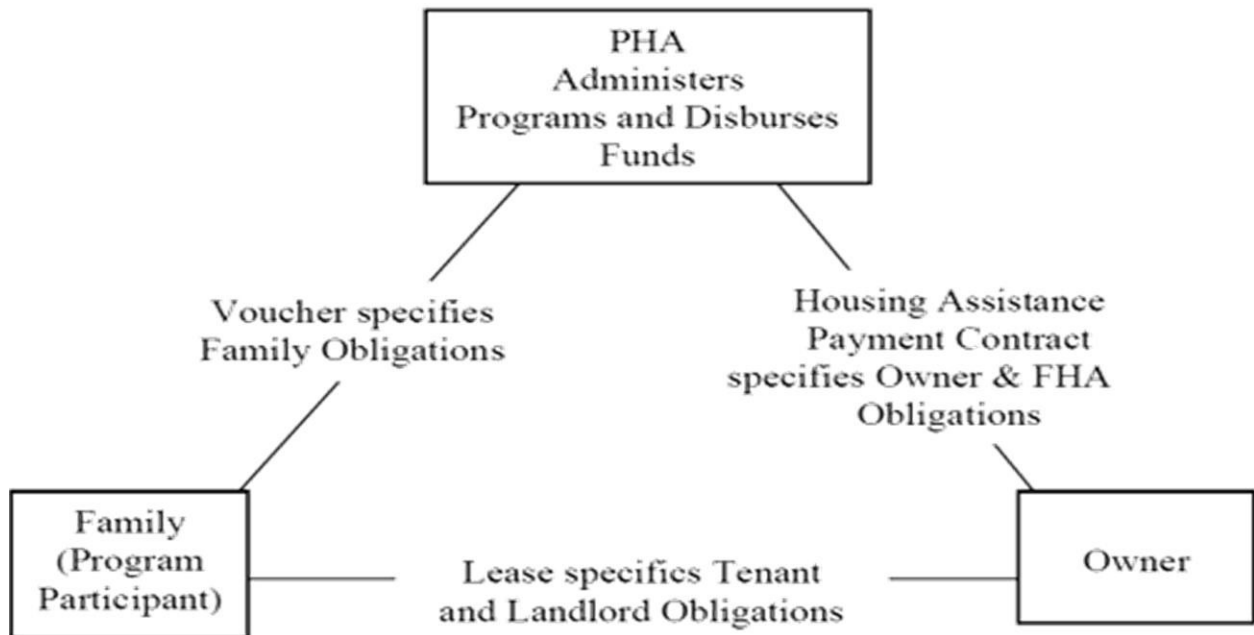
The members of the family may not receive Housing Choice Voucher Program assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

- **Alcohol or Substance Abuse**

The members of the family may not engage in the illegal use of a controlled substance and may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

HCV CONTRACTUAL RELATIONSHIPS

Contractual Relationships Housing Choice Voucher Program



STEP-BY-STEP LEASING PROCESS

1. Family Approved for the Housing Choice Voucher Program

To be eligible for the Housing Choice Voucher Program, a family must:

- Be income eligible.
- Have no drug related/criminal activity within the last three year.

When a family is determined to be eligible for the program and funding is available, the Housing Authority issues a **Housing Choice Voucher**. The family receives the Voucher at the tenant briefing. The family then begins looking for a unit.

2. Tenant Approved by Landlord

The landlord must approve the family as a suitable renter, even though a family is determined by the Housing Authority to be eligible for the program.

The Housing Authority **does not screen families for their suitability as renters**. That is the landlord's responsibility.

Landlords must apply the same standards of tenant selection to any family that applies, whether the family is a prospective Housing Choice Voucher Program renter or not. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

- To begin the process, ask to see his/her Voucher.
- Review the Voucher
- Check the expiration date to determine whether the Voucher is still valid. Vouchers expire 60 days after issuance unless the Housing Authority has extended them.
- Check the unit bedroom size for which the family has been approved. It will be stated on the Voucher.
- Screen the Family
- Evaluate a prospective renter who contacts you as you would any other renter. Make sure that your tenant selection standards are based on objective, business related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.

MHA knows that the landlord has approved the family when the Request for Tenancy Approval form is completed by the landlord and submitted to the Housing Authority.

3. Request for Tenancy Approval - HUD Form 52517

HUD requires that any lease signed by a Housing Choice Voucher Program tenant must include the HUD **Tenancy Addendum** (as shown above), and the Housing Authority must **approve** the tenancy **before** the lease is signed and the participant is able to move into the unit. A sample RFTA can be found in the appendix of this handbook for RFTA completion tips.

You must submit a copy of your **proposed, unsigned lease** to the Housing Authority along with a **Request for Tenancy Approval** form. The Housing Authority may review the lease to make sure it does not contain any provision that conflicts with program rules or state law. The lease must comply with state and local law.

The lease must specify all of the following:

- Name of the landlord
- Name of the tenant
- Unit address
- Term of the lease
- Amount of the monthly **rent to landlord**
- Utilities and appliances to be supplied by the landlord
- Utilities and appliances to be supplied by the tenant
- Amount of the security deposit.
- Renewal terms

4. Reasonable Rent

The program regulation requires the Housing Authority to certify that the rent charged to the HCV participant is not more than the rent charged for other unassisted comparable units. Owners of developments with more than four units must complete Section 12 (Owner's Certification) of the RFTA section for the most recently leased comparable unassisted units within the premises.

The contract rent amount charged must be reasonable. It cannot be more than what would be charged to a non-subsidized renter. MHA will not approve an initial rent or a rent increase without determining that the rent amount is reasonable.

Rent Reasonableness is determined prior to the initial lease and at the following times:

- Before any increase in rent to owner is approved;
- If MHA or HUD, directs that reasonableness be re-determined

In making a rent reasonableness determination, MHA makes a comparison of the rent and other comparable factors of the unit to be rented with comparable units in the same or comparable neighborhoods. Factors that MHA will consider are the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities.

Owners may review the determination made on their unit. Additional information may be submitted for consideration or for improvements to the unit that will enable MHA to consider.

The owner must certify on the RFTA, HUD Form 52517, the rent charged to the HCV participant is not more than the rent charged for comparable unassisted units. By accepting the housing assistance payment each month, the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

5.Tenancy and Unit Approved by the Housing Authority

Once MHA receives the Request for Tenancy Approval from the participant (the RFTA must be submitted by the participant, not the landlord), the Housing Authority will review and determine if the tenant qualifies for the unit according to their household income. If the family chooses a unit with a **gross rent** greater than the payment standard and their share exceeds 40% of their **monthly-adjusted income**, the Housing Authority is **not permitted** to approve tenancy. The family is notified if they do not qualify for a unit.

6.Scheduling of Inspection

The unit must be ready to inspect within ten (10) business days of submitting the RFTA. MHA will schedule and perform an initial inspection at the unit to ensure it meets HQS within fifteen (15) business days of the submission and approval of tenancy. If the unit does not pass, a reasonable time will be given to make repairs.

The Housing Authority will schedule a HQS inspection with the landlord. The landlord or a representative should be present for this inspection.

7.PARTICIPATE IN THE INSPECTION

Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how best to prepare for other inspections. Once you go through an inspection, you will have a better idea of the program requirement.

8.PREPARE THE UNIT FOR INSPECTION

Review the information below on HQS as you evaluate your rental unit. Try to correct any HQS violations prior to the inspection. At the time of the inspection, the unit should be “move- in “ready and all utilities must be on. This will prevent delays in the beginning of the family’s rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.

MHA Commonly Missed HQS Inspection Items

Any installation requiring a licensed installer, a licensed installer must be used. The owner is responsible for submitting a receipt showing the installation.

The following list will help identify common items that arise during HQS Inspections.

Please correct any deficiencies prior to the inspection date. Other items may be considered at the time of the actual inspection.

1. Missing/inoperable/non-compliant smoke alarms and CO detectors
2. Stove or ranges inoperable (i.e. do not light)
3. Missing light fixtures or parts
4. Trip hazards
5. Plumbing leaks
6. Missing switch/electrical cover plates
7. Flooring loose
8. Toilet loose at base
9. Exposed tack strip
10. Missing doorknobs
11. Hot water heater must have a pressure and temperature relief valve with discharge line.
12. Locks on all windows
13. No peeling paint of exterior or interior of unit constructed prior to 1978 with a child 6 years or under

Other General Health and Safety Precautions

- Is there a smoke detector in each sleeping room?
- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- Is the unit free of rats and infestations of mice or vermin?
- Is the unit free of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food waste, and are they approved by a local agency?
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps?)
- Do all elevators have a current inspection certificate? Are all elevators working and safe?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Is the interior free of mold and mildew?
- Are tenant-supplied utilities separately metered?

9. SMOKE ALARMS – HOUSE BILL 1168

- On September 1, 2011, a state law was passed requiring that at a minimum, all rental dwelling units be provided with a smoke alarm in each bedroom and the hallway adjacent to the bedrooms. The previous state law only required that smoke alarms be provided in rental dwellings. The Marshall Housing Authority will follow, and support House Bill 1168 law that defines the smoke alarm requirements. Participating HCV landlords are required to review their units to ensure that they are in compliance with the state law.

State Law: HB 1168 which amended the Property Code

Section 92.006 (a) (6) requires the following:

- *Landlord MUST install smoke alarm(s)*
 - *Tenant may not waive any rights, remedy or duties under this law*
- *Landlord has a duty to repair and inspect detectors, which may only be waived by written agreement between the landlord and the tenant.*
 - *In summary, you as the landlord are required to do the following:*
 - *Detectors shall be UL Listed to detect the visible and invisible particles of smoke. (Combination ionization\photoelectric detector)*
 - *You shall install one smoke detector in each bedroom.*
 - *If the dwelling unit uses a single room for dining, living and sleeping, the smoke alarm must be in the room.*
 - *If there are multiple bedrooms served by the same corridor, one detector must be located in the corridor near the bedroom in addition to the detector in the bedroom.*
 - *If the unit has multiple levels, one alarm is required on each level.*
- *The landlord is required by law to inspect and repair smoke alarms as outlined herein. The landlord must determine that the smoke alarm(s) are working properly at the beginning of the tenant's lease by visual inspecting and performing a function test with canned smoke or by operating the test button. If you are notified of possible damage or malfunction to the detector, or are requested by the tenant to check the detector, the landlord is required to do so in a reasonable time (7 days). (Note: If unit was damaged due to the actions of the tenant, his or her family or guests, the landlord may require the tenant to pay in advance for the costs associated with the repair or replacement.*

State Law: HB 1168 which amended the Property Code

• Landlord is not obligated to provide batteries for a battery-operated smoke alarm after the tenant takes possession IF the alarm was in good working order at the time Page 2 of 3 the tenant took possession per the HB but ARE required to provide batteries under **907.2.11.2 of the 2009 International Fire Code as amended.**

• The 2009 International Fire Code requires smoke detectors in the same locations as the House Bill.

Installation Criteria:

- Detectors must be installed on the ceiling or wall in accordance with the manufacturers procedures and recommendations.
- On ceilings, the units must be mounted a minimum of 6 inches from the wall.
- If mounted on a wall, the unit should be mounted 6-12 inches from the ceiling unless otherwise in accordance with the manufacturer's procedures. (Note: Many manufacturers allow 4-12 inches from the ceiling. Also, in rooms with vaulted ceilings, the measurements must be taken from the peak of the ceiling, as smoke will rise.)
- Changes in the placement of detectors require the approval of the fire marshal.

The power source for the detectors varies:

Sec. 92.255 (b) states: If a dwelling unit was occupied as a residence before September 1, 2011, or a certificate of occupancy was issued before that date, a smoke alarm installed in accordance with ...{this law}... may be powered by battery and is not required to be interconnected with other smoke alarms, except that a smoke alarm that is installed to replace a smoke alarm that was in place on the date the dwelling unit was first occupied as a residence must comply with residential building code standards that applied to the dwelling unit on the date of Section 92.252(b).

[INTERPRETATION: Your new or replacement detectors can be powered by battery or other approved power sources in compliance with the law in effect at the time the units were built. It is not the intent of the law to require you to pull wiring or run electrical circuits for the smoke detectors unless extensive remodeling is occurring, per our interpretation.]

TENANT LIABILITY:

A tenant is liable if the tenant removes a battery from a smoke alarm without immediately replacing it with a working battery or knowingly or intentionally damages a smoke alarm causing it to malfunction.

It is illegal to remove or in any manner disable a smoke detector.

PENALTIES:

Under HB 1168:

- Tenant is liable to landlord and the tenants' guests for damages suffered because tenant removed battery or disconnected or caused malfunction to alarm. Page 3 of 3
- Tenant is not liable for damages suffered by landlord if damages were caused by landlords' failure to repair alarm.
- Landlord is liable to tenant and tenants' guests for damages suffered because landlord failed to install, inspect, or repair a smoke detector.
- The International Fire Code provides a fine of up to \$2,000 per violation per day for non-compliance with the IFC.

It is recommended that it state in your lease in underlined or boldfaced print, a statement to the effect that the tenant must not disconnect or intentionally damage a smoke alarm or remove the battery without immediately replacing it with a working battery or otherwise disable a smoke alarm, and that the tenant may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Property Code.

Local Laws: The installation and requirements for smoke detectors in existing apartments are included in 2009 IFC 4603.7. in new installations, under 907.2.11.2, which closely mirrors the State Law. Fines for violation of the IFC are up to \$2000 per day per violation

10. LIFE THREATENING CONDITIONS

HUD requires the PHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of MHA notification.

The following are considered life threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.
- Natural or LPgas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke alarms
- If an owner fails to correct life-threatening conditions as required by the PHA, the housing assistance payment will be abated, and the HAP contract will be terminated.
- If a family fails to correct a family caused life-threatening condition as required by the PHA, the PHA may terminate the family's assistance.
- The owner will be required to repair an inoperable smoke alarm unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

11. ADDITIONAL MARSHALL HOUSING AUTHORITY REQUIREMENTS

The PHA may impose additional quality standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if the PHA additions are clarifications of HUD's acceptability criteria or Performance standards [24 CFR 982.401(a)(4)].

- Restrict all gas fired appliances/water heaters/central air/heat units in bedrooms and/or rooms used for sleeping and including gas-fired heaters in bathrooms. Purpose: To ensure that the location of appliances/water heaters does not present a health/safety hazard with proper ventilation of gas vapors and exhaust fumes.
- Require all gas-fired appliances to have separate shut off valves with stainless steel flex connection. Purpose: Local city code and IRC codes require proper working control valves with adequate sized stainless steel gas rated steel flex connections.

- Require gas fired water heaters to be vented properly to city code, including double wall pipe venting. Purpose: Local city code requires proper venting including double wall venting allowing exhaust gases to exit properly.
Require all water heaters to have proper T & P drain lines with no reduced drain lines or PVC material. Purpose: Local city code requires continuous sized drain lines of proper size. (¾ inch solid metal piping only).
- Require (per State law) all sliding glass doors to have Charlie Bar, hinge lock and pin lock. Purpose: Texas state law requires the use of all three locking security devices on all sliding glass doors.
- Require installation of 4” visible address numbers on all units. Purpose: Local city and Fire code requires at least 4” visible numbers installed on all houses for fire and police emergencies. (Section 3 of the International Fire Code (IFC).
- Require all swimming pools/spas/hot tubs to meet city code requirements. Purpose: Local city code and ordinance requires swimming pools/spas/hot tubs to meet Chapter 41 Appendix G of the International Residential Code (IRC).
- Require screens on all open able/operable windows. Purpose: To provide adequate ventilation and prevent insects and rodents from entering the unit when windows are open.
- Require all electrical plugs above countertops in kitchen and bathrooms to be GFI circuits. Purpose: Local city codes are requiring this in new construction and during occupancy standards inspections on unit that request electrical services.

12. MAKING REPAIRS PROMPTLY

If the housing unit does not pass the initial inspection, you will be notified of any items that failed and given a reasonable time to make repairs. When the repairs are complete, you must notify MHA in writing (email, fax, etc.) and the unit will be scheduled for a second inspection. Units will only be inspected twice. After the second fail, the unit will be disallowed, and the participant will be encouraged to find another unit. The Housing Authority is **not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, the family is responsible for the full amount of the monthly rent.**

All inconclusive and failed items must be corrected and approved prior to the execution of the Housing Assistance Payments Contract.

13. HAP CONTRACT AND LEASE SIGNED

If the unit meets the program requirements and the tenancy can be approved, the Housing Authority will enter into a Housing Assistance Payments (HAP) Contract with the landlord, and the *family* will enter into a *lease with the landlord*.

Once the unit is approved, **you** will enter into a contract with the Housing Authority and sign a lease agreement with the family.

14. SECURITY DEPOSITS

The landlord may collect a **security deposit from the tenant**. The total security deposit must meet all of the following requirements:

- May not exceed the amount legally allowed according to state or local law
- May not be higher than what you charge for similar non-assisted units, and
- Cannot be applied in a discriminatory manner

15. PAYMENTS TO LANDLORD

After the HAP Contract and lease are signed, MHA makes the initial HAP and continues to make monthly payments to the landlord as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program. The Housing Authority will make payments on (or about) the first of each month and will continue to make payments as long as the following conditions are met:

- The unit meets Housing Quality Standards.
- The tenant is eligible for assistance.
- The tenant resides in the unit.
- The landlord is in compliance with the contract.
- The family is responsible for paying the difference between the Housing Authority's payment amount and the total rent to landlord for the unit. It is the landlord's responsibility to collect any portion of the rent payable by the family.

Typically, the Marshall Housing Authority processes payments two times per month (direct deposit):

- **Between the 1st and the 5th of the month**
- **On or near the 15th of the month**

HUD REQUIRED ANNUAL ACTIVITIES

There are two HUD-required annual activities:

- Re-certification of family income and household composition
- Inspection of housing units

Re-certification of Family

The Housing Authority is required to re-certify families at least annually. Each family is required to furnish information to the Housing Authority about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment and Housing Authority payment to the landlord may change, but the total amount received by the landlord from both the Housing Authority and the family will not be affected.

Changes in Family Composition or Income

When the family has an increase or decrease in family composition or income the Housing Authority will complete an interim worksheet to determine the impact upon the family and Housing Authority portion towards the lease rent. The Housing Authority will email/mail the family and landlord of the change in the family's portion of rent.

Annual Inspection of Units

The Housing Authority must inspect every unit at least once a year. The Housing Authority will provide advance written notice to the family of the date of the annual inspection.

- If the unit does not pass the inspection, a reasonable time will be given to make repairs.
- The family is responsible for the repair of any damage beyond normal wear and tear.

ABATEMENT OF PAYMENTS

According to the HAP Contract, the landlord is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time, it is determined that the unit does not meet Housing Quality Standards, MHA will notify the landlord in writing and provide reasonable time for repairs. If the repairs are not made within that time, the Housing Authority is **required to abate payments**. Although the family will still be responsible for its share of the rent if the Housing Authority abates payments, the landlord should monitor the condition of the unit and make repairs promptly.

RENT INCREASES

After the initial term of the lease, **the landlord may request to increase the rent with a 60-day written notice to the family and the Housing Authority.** Notice to the tenant **MUST** be sent via certified mail and the proposed increase must be reasonable. Any increase cannot make the rent greater than that charged for comparable unassisted unit. Rental Increase forms for multi-family and single-family units can be found in the appendix of this handbook.

OTHER CHANGES

If the tenant and landlord agree to any changes in the lease, the changes must be in writing, and the landlord must **immediately** give the Housing Authority a copy of the changes.

The following **will** require the landlord and tenant to request Housing Authority approval of a new HAP Contract:

- Any changes in lease requirements governing tenant or landlord responsibilities for utilities or appliances
- Any changes in the term of the lease
- Any moves from one unit to another (including moves to a different unit within the same building or complex)
- If the Housing Authority approves the new HAP Contract, a new lease will also be required

SPECIAL INSPECTIONS

MHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. During a special inspection, MHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs. If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection.

• **QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]**

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

CONTRACT TERMINATIONS

The HAP Contract is an agreement between the landlord and the Housing Authority. It runs concurrently with the lease and terminates automatically when the lease terminates.

TERMINATION OF TENANCY BY LANDLORD

During the term of the lease, the landlord may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease.
- Violations of federal, state, or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.

Other good causes, such as the following:

- Failure by the family to accept the offer of a new or revised lease.
- Family history of disturbance of neighbors, destruction of property, or living and housekeeping habits resulting in damage to the unit or premises.
- The landlord’s desire to use the unit for personal or family use or for nonresidential purposes.
- Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

The landlord may not terminate for “good cause” during the initial term of the lease unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the landlord may terminate the lease without cause.

The landlord may evict a tenant only through a court action. The landlord must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The written notice of the grounds for termination of tenancy may be attached or combined with any eviction notice the landlord gives to the family. The landlord must also give a copy of the grounds for termination and eviction notice to MHA.

TERMINATION OF TENANCY BY FAMILY

The family may terminate tenancy in accordance with the lease and Tenancy Addendum. The family must give the landlord and the Housing Authority written notice of termination of tenancy before moving from the unit.

If the family is moving to another unit with Voucher assistance, the current landlord will be

asked to complete a “Tenant In Good Standing” form provided by the Housing Authority. If the tenant is not in good standing with the current landlord, the family may not be issued a Voucher to use elsewhere.

TERMINATION OF HOUSING ASSISTANCE BY THE MARSHALL HOUSING AUTHORITY

If the Housing Authority terminates program assistance to a family, the HAP Contract for the family terminates automatically. The Housing Authority will provide the landlord with written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if the family seriously or repeatedly violates the lease.

A HAP Contract may also end when a family’s income increases to the point that a Housing Authority payment to the landlord is no longer necessary.

BREACH OF CONTRACT

Any of the following actions by the landlord will be considered a breach of the HAP Contract:

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

CRIMINAL ACTIVITY

The Landlord or Housing Authority may terminate a tenant for any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related or violent criminal activity.

CHANGE OF OWNERSHIP

As a provision of the HAP Contract, the landlord may not assign the contract to a new landlord without the prior written consent of the Housing Authority. Therefore, you must notify the Housing Authority if you put the property on the market for sale and once the unit is sold.

FORECLOSURES

In May, 2009, President Obama signed into law the Protecting Tenants at Foreclosure Act of 2009 (PTFA) (S.896, P.L. 111-22). The objective of these new tenant protections is to ensure that tenants receive appropriate notice of foreclosure and are not abruptly displaced. This new federal law requires that a tenant under any bona fide tenancy or bona fide lease entered into before the notice of foreclosure has the right to occupy the premises until the end of the remaining term of the lease. The only exception to preserving the remaining term of the lease is for a purchaser who will occupy the unit as a primary residence. In this situation:

- The foreclosed owner of a home cannot force a HCV family to vacate the property prior to a sale of the property.

- The new owner may terminate the tenancy effective on the date of the transfer to the owner if the owner:
- Will occupy the unit as a primary residence; and
- Has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice.

SIDE PAYMENTS

The owner must collect only the contract rent agreed to in the HAP Contract and associated lease. Owners **are not permitted** to collect side payment from the tenant or anyone on the tenant's behalf.

LEASE RENEWALS

Please note that if you make the choice to have your tenant resign a lease each year (rather than go month-to-month after the initial one-year term), you could be required to enter into a new hap contract as well. In this case, you will be unable to raise rent until the effective date of the lease renewal. **This will still require a proper 60-day notice.**

DISAPPROVAL OF LANDLORD

The Housing Authority may disapprove a landlord if:

- The Housing Authority has been notified by HUD that the landlord has been debarred, suspended or subject to a limited denial of participation.
- The government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other equal opportunity requirements.
- The landlord is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities.
- The landlord has violated obligations under a Housing Choice Voucher Program Housing Assistance Payments Contract.
- The landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The landlord has engaged in drug-related or violent criminal activity.
- The landlord has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The landlord has a history or practice of failing to terminate the leases of tenants of units assisted under Housing Choice Voucher Program or any other HUD program for activity by the tenants, household members, or guests that:
 - ❖ Threatens the right to peaceful enjoyment of the premises by other residents.
 - ❖ Threatens the health or safety of other residents or Housing Authority employees.
 - ❖ Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - ❖ Have drug-related or violent criminal activity.
 - ❖ The landlord has a history or practice of renting units that fail to meet state or local housing codes.
 - ❖ The landlord has not paid state or local real estate taxes, fines, or assessments.

THE VIOLENCE AGAINST WOMEN ACT (VAWA)

Under VAWA, landlords may not consider actual or threatened domestic violence, dating violence, or stalking as a cause for terminating the tenancy or occupancy of the victim.

- The owner may still terminate the tenancy of the victim if they do so for a lease violation unrelated to the domestic violence or the victim's presence in the unit causes an imminent threat to others due to the situation.
- VAWA provides the same protections to male victims of domestic violence as to female victims.
- The landlord may bifurcate a lease or divide the lease to remove the perpetrator from the lease (whether or not they are a signatory to the lease) while allowing the victim to remain at the unit without being penalized.

FREQUENTLY ASKED QUESTIONS FROM LANDLORDS ABOUT THE SECTION 8 PROGRAM:

1.How much rent can I expect from my property?

You determine the asking price for the unit. However, the rent must be reasonable compared to other units of similar location, quality, size, type, and age. If the rent is not reasonable to similar units, you may be asked to lower it to accommodate the tenant interested in moving into the property. Should you rent your property through Section 8, rent increases must also be reasonable in relation to comparable units, the payment standard in the jurisdiction, and what portion of the rent the tenant can afford to pay.

2.How much can I ask for a security deposit?

You can ask for as much is allowable under local law, typically one-months' rent. However, you cannot legally ask more in security deposit from a Section 8 applicant than you would ask of any other applicant.

3.How is the breakdown in rent calculated?

Marshall Housing Authority will pay the landlord for the difference between the payment standard and tenants' total payment. The tenant would pay the difference between the total rent and the voucher amount. Both the tenant and the housing agency would pay their portions of the rent to you at the beginning of every month. A delay in the housing agency's payment may be expected when the tenant first moves into the unit. However, a prorated rent can be paid on a mid-month move.

SAMPLE RENT CALCULATION

Head of Household: \$23,000 annually

Spouse: \$21,000 annually

Annual Income \$44,000

Adjusted Income \$40,040

Total Tenant Payment (TTP)

Total Monthly Income \$3,667

10% of Annual Income \$368
Adjusted Monthly Income \$3,337
30% of Adjusted Monthly Income \$1,001
Minimum Rent \$50
TTP \$1,001

SAMPLE RENT CALCULATION (continued)

Tenant Rent Calculation

Payment Standard \$1,102
Contract Rent Amount \$948
Utility Allowance \$154

Gross Rent of Unit \$1,102

TTP \$1,001
Total HAP (Gross rent – TTP) \$101
Owner HAP (Lessor of Contract Rent/HAP) \$101
Tenant Rent (Contract Rent – Owner HAP) \$847

SAMPLE AFFORDABILITY DETERMINATION

In the example below, the family needs a two-bedroom unit, and their Total Tenant Payment is \$210 (30 percent of their monthly adjusted income). In special cases, the family may pay up to 40 percent of their monthly adjusted income (in the example below, 40 percent of the family's monthly adjusted income is \$280). The Payment Standard for a two-bedroom unit is \$1,102. Minimum Family TTP = \$210

Maximum Rent Assistance provided by MHA

(Payment Standard minus Total Tenant Payment)

$\$1,102 - \$210 = \$892$

Affordable Rent for the family (including utilities) = \$1,102

Maximum Affordable Rent for the family

(in special cases, Total Tenant Payment can be 40 percent of monthly adjusted income, that plus MHA's Maximum Rent assistance equals the maximum affordable rent)

$\$892 + \$280 = \$1,172$

In this example, the family should look for a unit with rent plus utilities (or rent that includes utilities) at \$1,102 to \$1,172.

4. Can I refuse to rent to an individual?

You have the right to select the tenant you want for your unit using whatever criteria you determine. However, you must not discriminate against an individual because of race, color, religion, sex, national origin, age, familial status, or disability.

5. Who pays for damages to the property during occupancy?

Damages beyond the normal wear and tear and are tenant-related can be paid for by the tenant. You should have a standard practice listed in the lease as to how damages will be paid for by the tenant. After the tenant moves out, you may take compensation for damages beyond the normal wear and tear from the tenant's security deposit in accordance to state law.

6.What if I have problems with the tenant?

If you have repeated problems with the tenant, you have the right to enforce your lease and take the necessary actions against the tenant. Whenever you do start proceedings against a client, you must notify Marshall Housing Authority in writing. Should you send the tenant any correspondence, such as a warning letter or a notice to vacate, please send a copy to the Housing Authority. In most cases, MHA may take action against the tenant to terminate the assistance prior to the eviction.

A FINAL NOTE

Information and cooperation are two key ingredients to developing a rewarding relationship with the Marshall Housing Authority and a family that is leasing your rental unit. With your cooperation, many families are able to find decent, safe and sanitary units to call home.



GLOSSARY OF HOUSING CHOICE VOUCHER PROGRAM TERMS

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

Admission: Admission is the effective date of a resident's lease in a public housing program or the execution date of a resident's HAP Contract in a tenant-based program.

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

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

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

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

Contract rent: See rent to landlord.

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

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

Disabled person: See person with disabilities.

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

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

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

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

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

Excess medical expenses: Any non-reimbursable medical expenses incurred by an elderly family in excess of 3% of the family's annual income.

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

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

Family rent to landlord: Rent to landlord minus the housing assistance payment.

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

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

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

Housing Assistance Payment (HAP): The monthly assistance payment by the Housing Authority.

Housing Assistance Payments (HAP) Contract: A written agreement between a Housing Authority and a housing landlord for the purpose of providing housing assistance payments to the landlord on behalf of an eligible family. A HAP Contract defines the responsibilities of both the Housing Authority and the landlord.

Housing Choice Voucher: See Voucher.

Housing Choice Voucher Program: Effective October 1, 1999, the Section 8 Tenant-Based Rental Assistance Program that completes the merger of the Section 8 Certificate and Voucher programs into a single new Section 8 Voucher Program.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Public Housing and Housing Choice Voucher Program.

Housing unit: Same as Unit.

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

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

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

Lease addendum: See Tenancy Addendum.

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

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

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

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

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

Landlord: Any person or entity (including a principal or other interested party) with the legal right to lease or sublease a unit to a participant.

Landlord orientation: A meeting with a Housing Authority representative for the purpose of learning the rules and procedures for participating as a landlord in the Housing Choice Voucher Program.

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

Payment standard: The maximum subsidy payment for a family under the Voucher Program. The Housing Authority sets a payment standard AT 110% of the current HUD published FMR.

Rent reasonableness: See reasonable rent.

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

Request for Tenancy Approval (RTA): A Housing Authority form completed by a landlord and family and used by the Housing Authority to determine whether a unit is eligible, and a lease complies with program requirements.

Resident: See tenant.

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

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

Subsidy standards: Standards established by a Housing Authority 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 a landlord's lease that includes word-forward, all HUD-required language.

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

Tenant rent: The amount payable monthly by a family as rent to a Housing Authority in a public housing program or to a landlord in a Housing Choice Voucher Program.

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

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

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

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

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.



APPENDIX OF REQUIRED DOCUMENTS

Request for Tenancy Approval (RFTA) Completion Tips

The RFTA is an important document. It is your notification to MHA that you will rent your rental unit to a specific program participant. It gets the ball rolling on the lease-up. As such, it is important that you fill the form out correctly and completely.

We thought we would share a few tips with you about proper completion of the form, based on our experiences with incomplete/inaccurate responses in the past. Remember, you can always contact the office to ask questions.

Field	Tip
2 – Address of unit	Please be sure to include ALL address information, including city. We serve 1 county (Harrison). If the unit is in a rural area or especially hard to find, please attach a sheet with directions to the unit.
3 – Requested Beginning date of Lease	This is the date you would like the lease to begin. Remember, the unit must pass inspection before the lease and contract can begin.
4 – Number of Bedrooms	Please list all bedrooms, even if the tenant will be using one of the bedrooms for a different purpose
5 – Year Constructed	This is very important, especially for the purpose of evaluating the unit for possible lead paint hazards. If you are unsure of the specific date and cannot find the answer with a bit of research, please at least let us know if it is pre-1978 or post-1978.
6 – Proposed Rent	This is the rent that you and the tenant have agreed to. If we process the unit lease-up at this rent, you may not collect any additional amounts from the tenant.
7 – Security Deposit	This is the total amount of security deposit you will charge the tenant. Remember, you can charge the tenant only what you charge or would charge unassisted tenants at the same or similar unit.
8 – Date unit available for Inspection	This is the date you will have the unit available for inspection. Except under certain rare circumstances, this date should be no more than 15 days from the date you complete the form. Remember that the clock is ticking on the tenant’s voucher, so be sure the unit is ready or can be ready in a reasonable amount of time before completing the paperwork.
9 – Housing Type	Choose type of housing. Duplexes are semi-detached. Walk-ups are 4 stories or less. High-rises are 5 stories or more.
10 – Type of Subsidy	Complete this section only if you receive subsidy for the property other than from the RCHA HCV program
11 – Utilities and Appliances	This is REALLY important , and where most mistakes are made. 1. Please choose the heating utility for unit heat, cook stove and water heater by marking the appropriate box. 2. In the provided by column , please mark who has provided the utility or appliance by placing a T for tenant or O for landlord in the box. This will nearly always be the owner, because the owner has made the utilities accessible at that unit. The only items that are normally marked as tenant provided are the refrigerator and/or stove, and then only if those items actually belong to the tenant.

	<p>3. In the paid by column, please mark who is responsible for paying the associated utility bill by marking T for tenant or O for Landlord. If the tenant is providing their own refrigerator and/or stove, these items will be marked with a T. If the stove and/or refrigerator belong to the owner, they will be marked with an O.</p> <p>Please remember, it is a violation of program rules to list that an owner will pay the utility but have it in the name of the tenant OR to list that the tenant will pay the utility and have it in the name of the owner.</p>
Comparable rents to private tenants	If your property consists of 4 or more units, please complete according to the instructions. If your property consists of 3 or less units, please mark n/a.
12b - Owner Certification Renting from a Relative	No completion needed. This is reminding you that no one in the owner's household can be related in certain ways to anyone in the tenant's household.
12c – Owner Certification Age of Unit	Please mark the appropriate statement regarding the age of your unit in reference to lead paint hazards.
13, 14 & 15 – Tenant Screening, Tenancy Addendum, and Unit Inspection	No completion needed. These remind you of landlord and PHA obligations associated with the program.
Signature Area	Please ensure that the owner has completed the area on the left-hand side and that the tenant has completed the area on the right-hand side. We will not consider this form complete or schedule an inspection until all parties have sign.

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

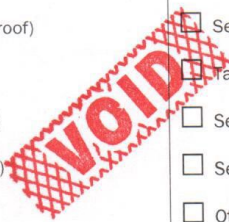
Office of Public and Indian Housing

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		Provided by _____
Range/Microwave		

Previous editions are obsolete

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.

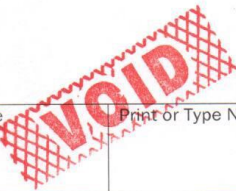
A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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)

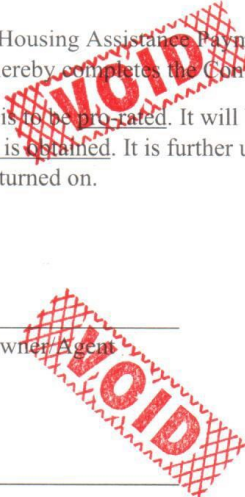




AFFIDAVIT OF UNDERSTANDING OF HAP PAYMENTS

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 turned on.



Landlord/Property Manager/Owner/Agent

Date

Tenant

Date



OFFICE (903) 938-0717 • FAX (903) 938-0737 • TTY (800) 735-2988
Equal Housing Opportunity / Reasonable Accommodations Provider

CHECKLIST

LANDLORDSS SHOULD CHECK REFERENCES BEFORE FILLING OUT THIS FORM

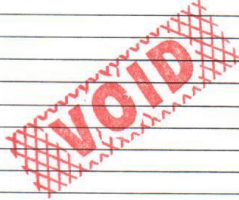
This following information pertains to tenant's previous program participation:

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.

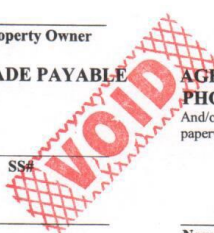
Name of Property Owner Social Security Number of Owner Phone No.

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 RESPONSIBLE 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 THAN THE TENANT RENT AMOUNT INDICATED ON THE LEASE.**

9807-1

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.

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

VOID

9807-2

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**

Housing Authority of the City of Marshall

P.O. BOX 609 • MARSHALL TEXAS 75671



30 Day Notice to Landlord

Date: _____

Landlord's Name: _____

Address of Rental Unit

According to the terms of my lease requiring a 30-day notice, you are hereby advised of my intent to vacate the premises on or before this date _____.

I will be cleaning the property so as to leave it in good condition. I will remove my personal belongings and turn in my keys on or before _____. Please notify Marshall Housing Authority, and me in writing, of any amount that will be due for rent and/or damages.

I would appreciate the return of my security deposit, or an invoice of damage charges, within 30 days after I have vacated the unit. The forwarding address is:

If you have any questions, please phone me at _____.

Tenant's Signature

Owner

___ Yes ___ No At this time, does tenant owe money for damages or unpaid rent?

If Yes, how much? _____

(This information is used to determine if tenant is eligible to move.)



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Housing Authority of the City of Marshall

P.O. BOX 609 • MARSHALL TEXAS 75671



Landlords

All new landlords must provide the following documentation with landlord application:

- a. Tax identification letter
- b. Social security card
- c. Direct deposit agreement
- d. Current government issued photo ID
- e. IRS W-9 form with original signature
- f. Copy of warranty deed
- g. Copy of management agreement (for property management companies).
- h. Completed Request for Tenancy Approval (RFTA)- Form HUD-52517
- i. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum- Form HUD-52641-A

The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the PHA to determine whether to approve the assisted tenancy in this unit.

Landlords must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Landlords must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, landlords must either

1. Certify that the unit, common areas, and exterior have been found to be free of Lead-based paint by a certified inspector; or
2. Attach a lead-bases paint disclosure statement.

Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the voucher.



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LANDLORD INFORMATION

A. Owner Information

Owner(s)'s Legal Name: _____

Owner(s)'s Social Security or TIN: _____

*Payment information will be reported to the Internal Revenue Service (IRS) under the SSN listed above. *

Owner(s)'s Mailing Address: _____

Street or PO Box: _____

City, State: _____ Zip: _____

Address for HAP payment and other correspondence: (if different from mailing address):

Street or PO Box: _____

City, State: _____ Zip: _____

Owner(s)'s Phone Information: (Please include area codes)

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Alternate Phone: _____

Owner(s)'s Email Address(es): _____

B. Property Management Information

Unit will be managed by: (check one) Owner/Self Property Mgr.

If unit will be managed by property manager or management company:

Manager Name: _____ Phone: _____

Manager Address: _____



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Housing Authority of the City of Marshall

P.O. BOX 609 • MARSHALL TEXAS 75671



This application signifies the intent to rent to families who receive assistance with their monthly rent via subsidy payments from the Marshall Housing Authority.

I understand that per the Department of Housing and Urban Development (HUD), The Marshall Housing Authority is prohibited from entering into a Housing Assistance Payment Contract with any individuals who have been involved in violent or drug related criminal activity.

By signing this application below, I certify that the information contained in this application is true and complete to the best of my knowledge.

Signature of Owner: _____ Date: _____

Signature of Co-Owner: _____ Date: _____



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Equal Housing Opportunity / Reasonable Accommodations Provider



Direct Deposit Authorization Form

In an effort to ensure timely monthly payments for our landlords, Marshall Housing Authority would like to make regular rent payment via direct deposit.

Please fill out the form completely and attach a "voided" check (from the account that will receive the direct deposit) OR a letter from the bank with the account holder(s) name, account number, routing number, and type of account.

*If you have any questions regarding completing this form, email your questions to marshallhousing@att.net.

Please mail completed forms to: **Marshall Housing Authority**
Attn: HCV Program
PO Box 609
Marshall TX 75671

Name: _____	Telephone: _____
Contact: _____	Fax: _____
Address: _____	Email: _____
City, State, Zip: _____	Account Type:
Tax ID/Soc. Sec. # _____	*Checking *Savings
Bank Name: _____	Account #: _____
	Routing #: _____

I, _____ do declare that I am authorizing MHA to deposit my Housing Assistance Payments into the above bank account and initiate, if necessary, debit entries in case of an error.

Vendor (Owner) Signature: _____	Date: _____
Vendor (Owner) Signature: _____	Date: _____



OFFICE (903) 938-0717 • FAX (903) 938-0737 • TTY (800) 735-2988
Equal Housing Opportunity / Reasonable Accommodations Provider

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>City of The Marshall Housing Authority P.O. Box 609 Marshall, TX 75670</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
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or									
Employer identification number									
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



APPENDIX OF REFERENCE DOCUMENTS

HOUSING ASSISTANCE PAYMENTS CONTRACT AND TENANCY ADDENDUM

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

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, 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 collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

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

Section 4. **Household Members**

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

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**

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

Previous editions are obsolete

form HUD-52641 (4/2023)

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

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

Part A of the HAP Contract: Contract Information

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

1. **Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

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

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**

The initial rent to owner is: \$ _____

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

7. **Initial Housing Assistance Payment**

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

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

8. Utilities and Appliances

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

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> 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		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

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

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. Overpayment to owner If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

waiver of the right to exercise that or any other right or remedy at any time.

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

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

12. Exclusion of Third Party Rights

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

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

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.

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.

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.

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

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

b. **Utilities and appliances**

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. **Criminal activity or alcohol abuse.**

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

which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. **Other good cause for termination of tenancy**

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

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

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

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

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

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

- a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD’s programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed

changes in the lease other than as specified in paragraph b.

- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

HUD REFERENCES

HCV Landlord Strategies Guidebook for PHAs:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/forms/guidebook

HUD HCV Landlord Resources:

<http://www.hud.gov/offices/pih/programs/hcv/forms/regs.cfm>

HCV HQS Guidance:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/hqs

HCV Federal Regulations:

<http://www.law.cornell.edu/cfr/text/24/part-982>