

# HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4<sup>th</sup> Avenue West, Suite 200 • Everett, Washington 98204

(425) 290-8499 or (425) 743-4505

TDD (425) 290-5785 • FAX (425) 290-5618

## TENANT BASED ASSISTANCE HOUSING PROGRAM HOUSING CHOICE VOUCHER OWNER INFORMATION SHEET

This information sheet is designed to answer your most commonly asked questions. Obviously, some questions or concerns you may have will not be covered. We encourage you to discuss any of these with us so that you will be completely informed prior to making your decision. Please note that we have implemented changes in the program. This Information Sheet reflects these changes. If you have previously participated in our program, you will want to read this carefully to be fully aware of the changes.

1. **What is the Housing Choice Voucher Program?** The Housing Choice Voucher is a rent subsidy program funded by the Department of Housing and Urban Development (HUD) and administered by the Housing Authority (HA) of Snohomish County (HASCO). The program assists low income families with their rental payments and enables such individuals to afford decent housing. The name of the housing program we administer is called the Voucher Program.

**The Housing Choice Voucher Program** – is a program under which residents pay a portion of the rent directly to the owner/agent. The tenant's rent portion is determined by their income. Under this program, residents **cannot pay more in rent than is determined by the HA**. The HA makes up the difference between what the resident pays in rent and the total Contract Rent, by making a payment directly to the owner on behalf of the resident. Participants initially pay 30% to 40% of their adjusted income for rent and utilities.

2. **Have the tenants been screened by the HA to make sure they will be reliable?** **NO** - The HA is prohibited from doing so. Owners have the responsibility to screen the tenants, check references, and take all steps necessary to be sure that a prospective tenant is acceptable. The HA can provide you with the name of the current landlord, the previous landlord, and the tenant's current address (if known).

3. **Lease – What type of lease should be used? What about any special clauses which need to be added to the lease?** We do not require a 12 month lease. The owner will be responsible for preparing the lease with the tenant and to send a copy of the lease to the HA. As part of the basic HUD requirements, the Tenancy Addendum is to be attached to the lease. The Tenancy Addendum will be sent to the owner once the HA has approved the unit for the tenant. If you've requested the owner packet, see the attached sample HAP Contract, which includes the Tenancy Addendum.

The lease should have all the standard clauses the owner will need. If you have special clauses you wish to add to your lease, such as late charge, pet clause, pet fee, house rules, etc., **discuss them with the tenant before the final decision is made to the lease**. Be sure both you and your tenant sign the lease showing you agree to the terms.

4. **Can a security deposit be required?** Yes. The HA will not determine the Security Deposit for an owner nor whether the Security Deposit is reasonable; **the owner can decide what amount needs to be collected. However, the amount collected cannot be in excess of amounts charged to unassisted units**. The owner may want to ensure that the security deposit is sufficient to cover amounts the tenant could owe under the lease in the future. **SPECIAL NOTE:** The HA has no funding to cover damages caused by a tenant. It is up to the owner to collect from the tenant.

5. **Can the last month's rent be collected in advance?** No.

6. **What happens during the inspection of the home? What maintenance of the unit is required?** The tenant will give you the Request for Tenancy Approval form to complete before an inspection of the unit will be conducted. Once this form is filled out, please return it to the Housing Coordinator as soon as possible. The unit must meet the requirements of decent, safe, and sanitary housing (Housing Quality Standards). Our Housing Inspectors can answer any questions you may have on the standards. The owner packet will provide you a summary on the Housing Quality Standards (HQS) for your review. Our inspectors will notify you of any items which fail HQS; these items must be fixed before the lease and contract can start. A unit must pass inspection within 30 calendar days of the date of disapproval. The owner is responsible for maintaining the unit in good condition as outlined in the Rental Agreement. The tenant's responsibilities are specified in their obligations for the housing program. The tenant must keep the unit in a clean, orderly, and safe condition.

HCV/OWNER INFORMATION SHEET (05/27/08)

**Equal Housing Opportunity**

**SPECIAL NOTE:** The HA inspector is responsible only for the enforcement of the HQS. He/she does not inspect for any other federal, state, or local requirements, and does not, except in the case of an immediate hazard, report the results of the inspection to any other agency.

7. **Who determines the amount of contract rent that can be charged for the unit?** Establishing the rent is basically the owner's responsibility. However, the HA is required to determine three things before approving a lease. First, an owner cannot charge a higher rent for the home being assisted than he or she is charging for similar unassisted homes. Secondly, the rent being requested must be reasonable in light of what similar homes are being rented for in Snohomish County. Finally, the rent must be within specific limits set by the federal government.

8. **What happens in the case of a disagreement on the contract rent?** If the HA determines that the proposed rent is either more than what is being charged for similar unassisted homes or more than what similar homes are being rented for in the county, the HA cannot approve the lease. Of course, the family can rent the home on its own without HA assistance **or** an owner can agree to reduce the rent to an amount determined to be reasonable. It is strictly illegal for an owner to ask the family to pay extra rent in addition to the rent approved by the HA, including entering into a lease option to buy agreement without approval by the HA. We turn cases over to the inspector general's office when an owner and tenant commit fraud in cases like this.

9. **How and when will I receive my monthly rent?** The tenant will pay their portion of the rent directly to you. The amount paid by the tenant is based upon the family's income. The HA will pay the balance of the total rent. The HA checks are mailed directly to you between the first and fifth working day of each month. You may also receive the housing assistance portion through Direct Deposit. Please ask our housing staff for more information.

**SPECIAL NOTE:** While the tenant's portion of the rent is due on the first, many tenants receive their checks between the first and the fifth. Owners and tenants should have an agreement as to the actual rent-due date.

10. **Who is responsible for insuring that the tenant pays the rent punctually?** The tenant is responsible for paying the rent and the owner is responsible for taking action if the tenant fails to do so.

11. **Can the portion of the rent paid by the HA change?** Yes. If the tenant's income changes, both the rent payments from the tenant and HA can be adjusted, but the total rent the owner receives remains the same until a new contract rent has been approved by the HA.

12. **Should I perform my normal initial walkthrough (checklist) of the unit with the tenant?** Yes. Your walkthrough to complete a written checklist describing the condition of the unit at the commencement of the lease is completely separate from the HA's inspection. Your checklist is required under the Washington State Landlord/Tenant Act. Be sure your checklist is signed and dated by yourself and the tenant, and that you have provided the tenant with a copy.

13. **How long is the lease effective?** The lease is effective until the lease is terminated by the owner, tenant or the HA. If no instructions are given to the HA by the owner and the tenant when the lease ends, the lease automatically renews on a month-to month basis under the same terms.

14. **How can the lease be terminated?** The lease can be terminated in one of the following ways:

- A. By mutual agreement of the tenant and owner.
- B. By the tenant:
  1. Upon giving legal notice (20 to 30 days for the end of any month), as specified in their lease agreement.
  2. Upon the tenant's death.
- C. By the owner:
  1. During the initial lease period the owner may only terminate the lease after serious or repeated violations of the terms and conditions of the lease by the tenant or for "other good cause." (See question #15)
  2. After the initial lease period the owner may terminate the lease without cause as of the last day of any month, provided the owner has given the tenant a written notice of the termination at least 20 days prior to the termination date.
  3. After the initial lease period the owner may terminate the lease for serious or repeated violations of the terms of the lease by the tenant for "other good cause" at any time.
  4. If the tenant refuses to accept a new lease.
- D. Automatically, upon termination by the HA of the contract between the HA and the owner.

15. **What constitutes "other good cause" permitting the owner to terminate the lease?** Remember that "other good cause" creates grounds for termination that are in addition to any serious or repeated violation of the lease itself.

The Tenancy Addendum states: “The following are some examples of “other good cause” for termination of the tenancy by the owner:

1. Failure by the tenant family to accept the offer of a new lease.
2. A tenant family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property.
3. Criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
4. Criminal activity by the tenant family members involving crimes of physical violence to persons or property.
5. The landlord’s desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit.
6. Or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

This list of examples is intended as a non-exclusive statement of some situations included in “other good cause,” but shall in no way be construed as a limitation of “other good cause” to a situation not included in the list.

The Tenancy Addendum also states that during the first term of the lease, the owner may **not** terminate the tenancy for “other good cause” unless the termination is based on something the tenant family did or failed to do. The Tenancy Addendum goes on to indicate that reasons 1, 5, and 6 above are **not** grounds for termination **during the first initial term of the lease.**

***16. What happens if I want to change the terms of the lease?*** The lease permits the owner to propose a new lease to the tenant at any time after the initial lease has expired. **The owner must give the tenant and the HA 60 days written notice of the proposed new terms.** If the HA and the tenant agree to the terms, a new lease will be prepared incorporating them. If they are not accepted, the owner may terminate the lease.

***17. When and how can the rent be increased?*** An increase can be requested at any time when not in a current lease based upon current rental rates, market conditions and HUD regulation. **Owners must give the tenant and the HA at least 2 full months written notice in advance of the desired increase.** The rent increase must be approved by the HA as a “Reasonable Rent.” Talk to the Housing Coordinator for more details.

***18. What about paperwork? Further questions?*** Each tenant approved by the HA on the program has been assigned a Housing Coordinator. Ask your tenant for the name of their Coordinator, who will gladly answer any questions you may have. The HA will draw up the contracts and other necessary documents. The owner prepares the lease and has the tenant sign the new lease agreement. The owner is responsible for providing the HA with a copy of the lease.

***19. Annual Reviews*** – We are required by HUD to review the tenant’s income and household circumstances and to inspect the unit for HQS once a year. As part of the review process the HA will contact the owner to determine the owner’s intent for the rent and utilities paid by the tenant. At the same time the HA will contact the tenant to schedule an inspection of the unit and to conduct an income review. If the HQS inspection should fail for the annual review, the owner will be sent a fail letter that explains what must be corrected and when the HA will be out to reinspect the unit. If you have questions about this process, please ask for the Housing Coordinator assigned to handle the tenant’s file.

#### **20. Violence Against Womens Act –**

Violence Against Womens Act (VAWA) is a new law meant to protect victims from consequences of domestic violence, including applying for a unit, assistance or moving from a unit without providing proper notice. Owners should seek legal advice on how to address VAWA issues raised by a prospective or current tenant. The VAWA is described as “An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

***Thank you for your interest or participation in the Tenant based Assistance Housing Program. . . .***

We encourage owners to attend one of our tenant Group Briefings if you are new to the Program; ask your Housing Coordinator. If you are interested in having a vacancy listed, please call us; ask for a Housing Coordinator. We will refer potential families when possible.

#### ***Online Forms and Resources***

The following are available for your downloading convenience at [www.hasco.org](http://www.hasco.org). Click the link for forms! You will find the following forms in this link:

- Direct Deposit for Housing Assistance Payments form
- HQS Summary
- Reporting Fraud

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## SUMMARY OF SECTION 8 HOUSING QUALITY STANDARDS

1. Water, power and/or gas must be on and maintained in good working order per Washington State Landlord-Tenant laws.
2. If the unit is to be classified as a legal duplex, the utilities must be separately metered.
3. **Utilities:** Gas and electricity charges must be separately metered. The Housing Authority will not enter into contract for any unit where this is not the case, as such a unit is not a legal rental property.

### Water & Sewer Charges:

- a. If separately metered; the Owner can choose whether the Owner or Tenant should pay.
  - b. If not separately metered, the Owner must pay or the Housing Authority will not enter into a contract.
4. **Chipping and Peeling Paint - Lead-Based Paint** - All Owners must inform a family of any lead-based paint on the surfaces of their unit of which they have knowledge prior to requesting the Housing Authority to inspect the unit. All units built prior to 1978 and which will be occupied by children under the age of 6 must be free of chipping and peeling paint, both inside and outside.

If your unit has chipping and peeling paint, you should call and talk to a Housing Authority inspector immediately. The requirements to either certify there is no lead-based paint on the surfaces of this unit, or to treat the chipping and peeling paint, are extensive, expensive and time consuming. You need to be informed of what these requirements are so you can make a decision whether you wish to meet them. The Housing Authority is able to provide the Owner with a copy of the HUD Standards for Stabilizing Deteriorated Paint at the Owner's request. Please contact the Housing Coordinator for a copy of this brochure.

### **Exterior**

5. House or unit numbers must be on property and must be clearly visible from the street.
6. The roof, foundation, gutters and downspouts must be in good condition.
7. If the unit is a house or duplex with a yard, it is the tenant's responsibility to own or have access to a lawn mower and/or lawn equipment to maintain the yard on a regular basis. Yard maintenance (including at the initial inspection) is required for all inspections throughout the growing season.
8. There must be a hand rail when there are extended lengths of steps (generally four or more consecutive steps) and a railing around a porch or balcony which is approximately 30 inches or more above the ground. Decks must also be in good condition with no dry rot.

### **Security**

9. Operational locks must be installed on all exterior doors and windows.
10. Managers should provide the Housing Authority with codes for entry doors for units that are in secured buildings.

### **Interior**

11. ALL UNITS must be thoroughly cleaned, including walls, windows, floors, carpets professionally cleaned, appliances, etc. Unit must be ready to be occupied prior to the inspection. Landlords must also provide a working range and refrigerator.
12. All walls and ceilings must be free of large holes. Minimum ceiling height is 7 feet 6 inches or local Uniform Building Code.
13. All **wood burning or pellet stoves** must be Environmental Protection Agency certified and properly installed.

**14. Smoke detectors** - must have at least one battery operated or hard-wired smoke detector, in proper working condition, on each level of the unit (i.e., town house would need two smoke detectors). Must be located in a hallway adjacent to any bedrooms. A rambler with bedrooms at opposite ends of the unit must have two smoke detectors even though on one level. All smoke detectors must have a test button. Owners are responsible for installing; inspecting and replacing batteries in a battery operated smoke detector.

- a. It is recommended that Landlords add the following clause to their lease: **"Tenant(s) must notify Landlord if smoke detector fails to work."** If a unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing impaired persons, in each bedroom occupied by a hearing-impaired person.
- b. If a unit has gas heat the unit must also have a carbon monoxide detector.

#### **Windows**

15. Window assembly must be intact. No broken windows. Cracked windows with an uneven break will not meet Housing Quality Standards. Windows that have lost their seal and are "fogged" must be replaced. Windows that are designed to open must open.
16. There must be at least one window in the living room and in each sleeping room.
17. All windows, except those with frosted glass, must have some style of window coverings. These can be mini-blinds, shades, curtains, or draperies, and must also be in good condition. For privacy reasons, sheers are not acceptable window coverings.

#### **Bathrooms and Plumbing**

18. All bathrooms must have a safe, working vent system or an operational window. Plumbing must also be in good condition with no broken pipes or leaking faucets.
19. The hot water tank must have pressure relief valve and a discharge pipe vented to within 6 inches of the floor, or plumbed outside the unit. The electric cable must be covered with metal flex conduit.
20. The bathroom requires at least one permanent ceiling or wall light fixture.

#### **Bedrooms**

20. Bedrooms must have 100 square feet of living space, a window for emergency egress per County Code and a built in closet.
21. For privacy, direct access to a bedroom is required. Passing through one bedroom to reach another is not acceptable.

#### **Electrical**

22. There must be cover plates on electrical outlets and light switches. All outlets and light switches must work.

#### **MOBILE HOMES MUST ALSO HAVE:**

1. Tie-downs - must be stationary, cannot have wheels. Tie-downs must be verified.
2. Skirting must be installed around base of the mobile and in good condition.
3. Roof must be air / water tight.
4. Flooring must be in good condition with no soft spots.
5. Aluminum electrical wiring will not be accepted on the Section 8 program.
6. Fans or windows must be easily accessible. (Small windows in ceiling are not acceptable.)
7. Exterior doors must be in good condition.
8. Smoke Detectors - must have a smoke detector installed at each end of mobile home.
9. Any outside steps or deck must be stationary, and securely attached to the mobile home.
10. Camping trailers and motor homes are not considered mobile homes.

**Because of liability to the Housing Authority and protection for the family, the following will not be placed on the Section 8 program:**

- a. Hot tubs and/or swimming pools
- b. Units located in a flood plain

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# HOUSING AUTHORITY POLICY ON PROVIDING INFORMATION TO LANDLORDS

At or before Housing Authority (HA) approval to lease a unit, the Housing Authority will:

1. Inform the landlord that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility. The landlord will be encouraged to consider the family's background with respect to such factors as:
  - a. Payment of rent and utilities;
  - b. Caring for a unit and premises;
  - c. Respecting the rights of others to the peaceful enjoyment of their housing;
  - d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
  - e. Compliance with other essential conditions of tenancy.
2. Supply the landlord with the following information regarding the family:
  - a. The family's current and prior address (as shown in the HA records); and
  - b. The name and address (if known to the HA) of the landlord at the family's current and prior address.

The above information will be offered on all families to all prospective landlords.

# HUD STANDARDS FOR STABILIZING DETERIORATED PAINT

During the initial and annual inspection the Housing Authority will visually inspect the unit for deteriorated paint. This notice will provide directions on how to complete paint stabilization if the unit was built before 1978\* and is expected to be or is occupied by a family with a child under 6 years of age.

- Loose, peeling or cracking paint may contain lead and therefore poses a serious health hazard for children under the age of 6 years.

## 1. TIME FRAME TO COMPLETE REPAIRS

- Paint stabilization must be completed prior to occupancy.
- In case of an annual inspection, paint stabilization must be completed within 30 days of notification of deteriorated paint.
- Failure to complete paint stabilization within the designated time frame will result in housing assistance payments being abated or terminated.

\* Between Sept. 15, 2000 and Sept. 14, 2001, the regulation will apply only to units constructed before 1960.

## 2. SURFACE REPAIR

- **Deteriorated surfaces:** Any physical defect on a painted surface must be repaired before treating the surface.
- **Remove Loose Paint:** All loose paint or other loose material should be removed from the surface to be treated.
- **Apply New Paint:** Paint stabilization includes the application of a new protective coating of paint. The surface must be dry and protected from future moisture damage before applying new protective coating or paint.

## 3. SAFE TREATMENT METHODS.

- Wet scraping or sanding
- Chemical stripping on or off site
- Replace painted components
- Scraping with an infrared or coil-type heat gun with temperatures below 1,100 degrees F
- HEPA vacuum sanding
- HEPA vacuum needle gun ; and
- Abrasive sanding with HEPA vacuum

- Covering of defective paint surfaces with durable materials such as wallboard or vinyl siding with joint sealed and caulked

## 4. PROHIBITED METHODS

- Open flame burning or torching
- Machine sanding or grinding without HEPA local exhaust
- Abrasive blasting or sandblasting without HEPA exhaust
- Heat guns operating above 1,100 degree F or charring pt.
- Dry scraping or dry sanding except in conjunction with heat guns or within 1 foot of electrical outlets
- Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance

## 5. NEW PROTECTIVE COATING

- Apply a new protective coating or paint over area(s) that had paint removed.

## 6. TRAINING AND SUPERVISION

- It is strongly recommended that you use certified contractors when performing any operation beyond routine maintenance.
- The individual performing the paint stabilization must be trained in accordance with OSHA's Hazard Communication regulations (29CFR 1926.59). **In addition, the individual must meet one of the following:**
  - A certified abatement supervisor supervises the work of the individual performing the paint stabilization.
  - The supervisor has successfully completed an accredited abatement supervisor course.
  - The individual has successfully completed an accredited lead-based paint abatement worker course.
  - The individual has successfully completed the Lead-Based Paint Maintenance Training Program developed by the National Environmental Training Association of the Remodeling Industry.
  - The individual has successfully completed the Remodeler's and Renovator's Lead-Based Paint Training Program Developed by HUD and the National Association of the Remodeling Industry

- The individual has successfully completed the equivalent course approved by HUD.

## 7. SAFE WORK PRACTICES AND OCCUPANT PROTECTION

The following safe work practices help minimize and control the spread of lead-contaminated dust and debris while protecting workers and residents from exposure to Lead:

- Cover yourself; wear eye protection, a respirator and proper clothing.
- Cover the ground; seal off vents and doorways with poly sheeting.
- Tenants shall not be permitted to enter the work site during stabilization.
- Personal belonging should be relocated and covered.
- Soil and playground equipment must be protected from contamination during treatment.
- Waste/debris must be disposed of per All State and Local applicable law.
- These safe work practices are NOT required when paint stabilization disturbs painted surfaces that total less than the following "*De Minimis Levels*":

- 20 sq.ft. on exterior surface
- 2 sq. ft. in any one interior room or space.
- 10 % of total surface area on an interior or exterior component with a small surface area. Examples: Windowsill, baseboards, trim, etc.

## 8. CLEANING

- The work site must be thoroughly cleaned to remove lead-based paint dust.
- Clean washing surfaces with a lead specific detergent or its equivalent.
- Vacuum cleaners with HEPA (High Efficiency Particulate Accumulator) filters should be used during cleanup.
- Waste and Debris must be disposed of properly.

## 9. CLEARANCE REPORT

A Clearance Examination is the last step of paint stabilization and includes the following:

- A Visual assessment of the treatment.
- Collection of dust samples.

- A certified lead paint inspector or risk assessor or certified clearance technician must conduct clearance.

You may contact HUD Lead Hazard control at: 202-755-1785

Or visit their Web site at : [www.hud.gov/lea](http://www.hud.gov/lea)

For a list of certified inspectors, risk assessors and contractors: [www.leadlisting.org](http://www.leadlisting.org)

- The Housing Authority will also provide this list to you at your request.
- Clearance exams are not required when deteriorated paint is less than the "*De Minimis Levels*".

## 10. NOTICE TO OCCUPANTS

- A clearance report must be prepared by a Certified clearance examiner and provided to the tenant within 15 days of the completion of the lead Hazard reduction activities.
- The Housing Authority will require a copy of this notice for the tenant file.
- The unit must pass clearance and the form must be signed and returned to the Housing Authority before unit can pass inspection.

## 11. ON GOING MAINTENANCE

- You must institute on going maintenance of painted surfaces and safe work practices.
- Once a year, visually assess painted surfaces to identify deterioration.
- Stabilize any deteriorated paint.
- Use safe work practices.

## 12. ENVIRONMENTAL INTERVENTION BLOOD LEVEL (EIBL) CHILDREN

- Special procedures are required if a child under the age of 6 years residing in a subsidized unit is identified with an EIBL (Lead Poisoning). When you become aware of this situation, immediately contact the Housing Authority and your Local Health Department.

## 13. EXEMPTIONS

- The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report prepared by a certified Lead-Based inspector not to be lead-based.

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

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

OMB Approval No. 2577-0169  
(exp. 07/31/2007)

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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

***SAMPLE CONTRACT***

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

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

**Signatures:  
Public Housing Agency**

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

\_\_\_\_\_  
Signature

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

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

**Owner**

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

\_\_\_\_\_  
Signature

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

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

**Mail Payments to:**

\_\_\_\_\_  
Name

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

**Housing Assistance Payments Contract (HAP Contract)**  
**Section 8 Tenant-Based Assistance**  
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**U.S. Department of Housing and Urban Development**  
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OMB Approval No. 2577-0169  
(exp.9/30/2010)

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

**4. Term of HAP Contract**

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

- (6) The 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.
- (7) 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.
- (8) 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 in accordance with generally accepted practices and law, as applicable in the local housing market, governing

penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

**c. Amount of PHA payment to owner**

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

**e. Limit of PHA responsibility.**

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

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

**8. Owner Certification**

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

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.

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

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

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

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

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

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

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

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

12. **Exclusion of Third Party Rights**

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

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

### 16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

OMB Approval No. 2577-0169  
(exp.9/30/2010)

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**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 includes:
  - (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 includes:
  - (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).

e. **Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control,

shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

**g. Owner notice of grounds**

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

**9. Lease: Relation to HAP Contract**

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

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

**12. Security Deposit**

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

**13. Prohibition of Discrimination**

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

**14. Conflict with Other Provisions of Lease**

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

## 15. Changes in Lease or Rent

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

## 16. Notices

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

## 17. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to an 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.