

The Owner's Handbook

A Guide to the Housing Choice Voucher Program Owners and Property Managers



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CHAPTER 1

INTRODUCTION

The Housing Choice Voucher (HCV) Program

If you are a landlord, rental property owner, or manager, this handbook is designed to provide you with accurate information about how the Section 8 **Housing Choice Voucher (HCV) program** works. It has been prepared for you in appreciation for your interest in participating in the program.

The rules and regulations for this tenant-based **public assistance** program are determined by the U.S. Department of Housing and Urban Development (**HUD**). The success of the program depends on your ability to work with your **Public Housing Agency (PHA)**, and its ability to contract with property managers and owners who have decent, safe, and sanitary rental **units**.

In most communities, there is a shortage of decent and affordable housing, and many **low-income families** rely on owners like you who are willing to participate in the HCV program. The subsidy that comes with this program helps **participant** families to rent in many different neighborhoods.

Although the HCV program was designed to be voluntary, in some states (e.g., Connecticut) it is illegal to simply refuse a **tenant** because he or she is a participant in the HCV program. Participant families include **elderly persons, persons with disabilities**, and working families who do not earn enough to keep pace with rising rental housing costs. You should check with your local or state human rights agencies to find out what the fair housing laws are in your state.

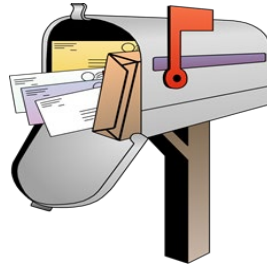
PHA Service Commitment

As a public service agency, it is the PHA's goal to provide excellent service to both families and owners participating in the HCV program. The PHA will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Since federal regulations are not always easy to understand, it is very important to ask questions if you are not sure of something or if something is unclear.

Do not hesitate to contact a PHA representative if you have a question or problem that pertains to one of the housing programs.

Getting in Touch with you

Since the PHA may need to contact you from time to time, be sure they have a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the PHA will probably be by first-class mail.



Your cooperation is essential to the PHA's ability to serve you and your family you may select as a tenant.

Definitions

In order to explain how the HCV program works, it is necessary to become familiar with its terminology. For this reason, a glossary of commonly used program terms has been included in the back of this handbook. As you may have noticed, when key HCV program terms are used for the first time in this text, they appear in ***bold italics***. Definitions of these key terms are also in the glossary.

CHAPTER 2

GENERAL PROGRAM INFORMATION

Responsibilities Within the HCV Program

The HCV program is a three-way partnership between the **housing agency**, the tenant family, and you—the **owner** or **landlord** of the **housing unit**.

Housing Agency's Job

In order for the program to work, the PHA 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 all of the families who qualify.
- Issue a **voucher** and, if necessary, assist the family in finding a place to live.
- Approve the **unit**, the owner, and the tenancy.
- Make **housing assistance payments** to the owner in a timely manner
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide families and owners with prompt, professional service.

Family's Job

In order for the program to work, the family must do the following:

- Provide the PHA with complete and accurate information.
- Make the best effort to find a place to live that is suitable for them and qualifies for the program.

- Cooperate in attending all appointments scheduled by the PHA.
- Take responsibility for the care of the housing unit.
- Comply with the terms of the lease with the owner.
- Comply with the family obligations for the voucher.

Owner's Job

In order for the program to work, you must:

- Screen families who apply to determine if they will be good renters. The PHA can supply you with the current and previous address and landlord information. The PHA may also provide additional information pertaining to a tenant's performance as a renter.
- Consider a family's background regarding factors such as:
 - Paying rent and utility bills
 - Caring for the property.
 - Respecting the rights of others to peaceful enjoyment of their residences.
 - Engaging in ***drug-related criminal activity*** or other criminal activity that is a threat to life, safety, or the property of others.
 - Compliance with other essential conditions of tenancy.
 -
- Comply with fair housing laws and discriminate against no one.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the ***housing assistance payments (HAP) contract*** with the housing agency.
- Collect the rent due by the tenant and otherwise enforce the ***lease***.

HCV Program Owners' Benefits

More than one million families nationwide have been served by the HCV program and one of the reasons for this program's success is that owners like you have taken the time to learn the rules and have recognized some of the benefits of becoming a participating landlord.

Over the years, many owners and property managers have come to appreciate the advantages of having a contracted, monthly assistance payment as well as minimum inspection standards. Keeping your property consistently well-maintained helps ensure both its resale value and its appeal to prospective tenants when an HCV family moves out.

The HCV program has also introduced many novice property owners to key property management principles regarding tenant selection and lease enforcement, and it has helped others develop better building maintenance skills.

HCV Program Family Benefits

The program has also been successful because it provides families with the opportunity to choose rental units and neighborhoods that meet their needs. Unlike project-based housing programs, tenant-based programs allow families to take their rental assistance with them. Having this flexibility has enabled many families to pursue employment and educational opportunities, reunite with their friends and extended families, live in a better climate, or move out of unsafe neighborhoods. Owner participation is essential to making these opportunities a reality.

Relationships and Responsibilities

Public Housing Agency

Accepts applications
Determines eligibility
Issues voucher
Conducts family briefings

Offers and conducts
Hearings

Recruits owners
Evaluates units
and leases
makes payments
to owners
Reinspects units

Voucher

Complies with all PHA
family obligations

HAP Contract

Complies with HAP
contract

Family

Lease

Owner

Pays rent
Complies with lease
Takes care of unit
Reports maintenance
Gives proper notice

Screen families
Maintains unit
Makes timely
repairs
Enforces lease

CHAPTER 3

BECOMING A PARTICIPATING LANDLORD

How to Get Involved

You may call your local PHA at any time during business hours if you are interested in the HCV program and have one or more rental units. The PHA will send the packet of information about the HCV program and may offer to schedule an **owner orientation** for you. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you would like to offer; this is one of HUD's requirements.

There are five steps that lead to a lease-up in the HCV program. Let's look at each step-in detail.

Step 1: Tenant Found

A prospective tenant family may come to you with a voucher in hand, or you can list your available unit with the PHA.

- When a family is determined to be eligible for the HCV program and funding is available, the PHA issues the family a **Housing Choice Voucher**. The family receives the voucher at the tenant briefing, then they begin looking for a unit.

- If you would like to list your available units, the PHA will give your name and general information about your rental unit(s) to families who have been issued a voucher.
 - The PHA will not steer families to specific owners or rental units, but it will furnish families with information on units that are available.
 - Any interested families will then contact you for an appointment to see your unit(s).

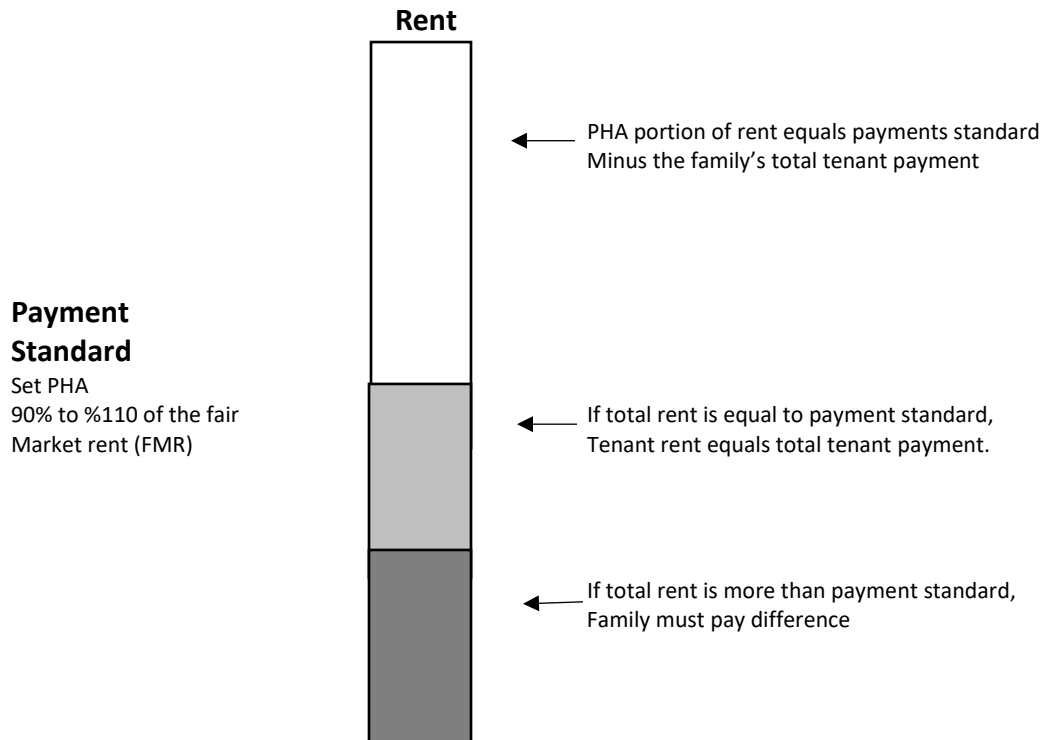
Payments Standard

In the HCV program, the maximum amount that the PHA will pay is an amount equal to the **payment standard** minus the **total tenant payment (TTP)**.

The payment standard:

- Is established by the PHA, but must be set at an amount that is between 90% and 110% of the HUD-established ***fair market rent (FMR)*** for the program and the area.
- Is based on the cost of housing and utilities for your area.
- Depends on the family composition and the bedroom size of the unit.
 - For example, the payment standard is high for families requiring 3-bedroom units than for families for requiring 1-bedroom units.

Who pays what In the Voucher Program



Step 2: Tenant Approved by Owner

Even though a family is determined by the PHA to be eligible for the program, it is your responsibility to approve the family as a suitable renter. You should use the same diligence in screening a potential HCV tenant as you would any other tenant.

To start, ask to see his or her voucher.

Review the Voucher

- Check the expiration date on the voucher to determine whether it is still valid. Vouchers expire on this date unless they have been extended by the PHA.
- Check the unit bedroom size on the voucher for which the family has been approved.

Screen the Family

When you are contacted by a prospective tenant, evaluate him or her as you would any other renter. Remember, the PHA does not screen families for their suitability as renters.

- Make sure that your tenant selection standards are based on objective, business-related considerations, such as the previous history of nonpayment, damage to property, or disturbance of neighbors.
- Owners must apply the same standards or tenant selection to any family that applies, whether the family is an HCV program participant or not.
 - Tenant selection cannot be based on race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

Security Deposits

In the HCV program, you may collect a **security deposit**. The PHA has the discretion to prohibit security deposits that are in excess of either private market practice or the security deposits for your unassisted units.

Step 3: Tenancy and Unit Approved by PHA

The PHA knows you have approved an HCV tenant when a ***Request for Tenancy Approval (RTA)*** form is submitted to it. The PHA must then approve the HUD-required ***tenancy addendum*** before the lease is signed (a copy is available in Chapter 7).

Leasing Process

You must submit your own lease to the PHA along with the RTA form. The PHA may review the lease to make sure it does not contain any provision that conflicts with HCV program rules or state law.

The lease must include all of the following:

- Name of the owner
- Name of the tenant
- Unit rented (address, apartments number, and any other information needed to identify the unit).
- Term of the lease
 - Initial term
 - Provision for renewal terms
- Amount of the monthly **rent to the owner**
- Utilities and appliances to be supplied by the owner
- Utilities and appliances to be supplied by the tenant

Your lease should include the amount of the security deposit and address renewal terms, the notice period for termination of tenancy, and rent increases after the initial term.

Required Forms

The HCV participant's family was given an RTA form at its tenant briefing. When you send the signed RTA to the PHA, it will be reviewed to determine if the proposed rent can be approved.

In addition to the RTA, you must also submit to the PHA your standard lease for unassisted tenants with the HUD-required tenancy addendum attached.



Important Information About the Lease

- The HAP contract between the PHA and the owner begins on the first day of the term of the lease and ends on the last day.
- The initial term of the lease must be for at least one year unless the PHA approves a shorter term. The PHA may approve a shorter term under the following two conditions:
 - It would improve housing opportunities for the HCV tenant.
 - It is the prevailing market price.
- The lease must comply with state and local law.

Inspection Process

After an HCV family finds a suitable unit and the owner approves the family, the PHA needs to determine if the unit qualifies for the HCV program. This includes a **Housing Quality Standards (HQS)** inspection.

On receipt and review of the RTA, the PHA will notify you and your tenant of the date and time of the HQS inspection. You or your representative should be there.

- If the unit passes the initial inspection and the rent is reasonable, the PHA will prepare the necessary paperwork, and tenant assistance will begin.
- If the unit does not pass the initial inspection, you will be given a reasonable time period to correct any items that failed.



Meeting HQS

The unit must meet HUD minimum HQS before the PHA can make payments to you on behalf of a tenant family. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health safety standards.

The HUD booklet *A Good Place to Live!* Describes the general aspects of a unit that must be inspected for compliance with HQS. Your PHA representative can provide you with much more detailed information about additional standards that may be required under the local code.

Preparing the Unit for Inspection

- Review the information on HQS as you evaluate your rental unit.
- Try to correct any HQS violations before the inspection.
- Make sure that at the time of the inspection the unit is “move-in” ready. (This prevents delays in beginning the HCV tenant’s rental assistance.)
- If the family is already in the unit, go over the checklist with them to ensure that the unit will meet HQS requirements.

Participating in the Inspection

You and the HCV family will receive written notification of the date and time of the unit inspection. If you have ever had to have a housing inspection to get a mortgage, many of the times are similar.

- Take advantage of this opportunity to meet the HQS inspector and discuss the various aspects of the inspection.

- Learn more about HQS so that you will know how best to prepare for other inspections.
- After you've gone through an HQS inspection, keep in mind what the inspector is looking for.

Ratings

There are three ratings for the conditions verified by the HQS inspector: pass, inconclusive, and fail.

- Pass means the condition meets the minimum requirement.
 - Inconclusive means that more information is needed for the inspector to make a determination.
 - For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark "inconclusive" until the service is turned on and verified.
 - Fail means that the condition does not meet the minimum requirement and must be brought up to standard before the HCV program participant can receive rental assistance on the unit.
 - All failed items must be corrected and approved before executing the HAP contract.

Unit Areas Inspected and HQS Checklists

Eight areas must be reviewed for HQS compliance. The following are area-by-area lists of the conditions that must be verified by the HQS inspector.

In addition to the items on the checklists, HQS inspectors will also check the unit to see if tenant-supplied utilities are separately metered.

Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?

- Is the room free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls ceilings, and floors in good condition and free of hazardous defects?



Kitchen

- Is there a kitchen?
- Are there at least one working outlet and one working, permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors that are accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken window panes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there a working kitchen sink with hot and cold running water?
- Is there space to store, prepare, and serve food?
- Is there a working oven and a stove (or range) with working burners?
 - If not, is there a microwave oven?
 - If there is a microwave oven, and it is owner-supplied, do other tenants have microwaves instead of ovens and stoves (or ranges)?

Bathroom

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?
- Is there a window that can be opened or a working vent system?
- Can the windows and doors that are accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken window panes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working toilet in the unit for the exclusive, private use of the tenant?
- Is there a working, permanently installed washbasin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?

Other Rooms used for Living and Hall

- If the room is used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?
 - If the room is not used for sleeping, is there a means of illumination?
- Is the room free of electrical hazards?
- If the room is used as a bedroom, is there at least one window?
 - Are all windows free of signs of severe deterioration or missing or broken window panes?
 - Can the windows and doors that are accessible from the outside be locked?
- Are walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working smoke detector on each level?
 - Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992?

- In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (not used for living, such as a laundry room)

- Can the windows and doors that are accessible from the outside be locked?
- Are all rooms free of electrical hazards?

Building Exterior

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- If the unit is a manufactured home, is it properly placed and tied down?



Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?

- Is the unit served by an approved public or private sanitary water supply?
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back-up?

General Health and Safety

- Can the unit be entered without having to go through another unit?
- Is there are 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 heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, 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)?
- If local practice requires it, do all elevators have a current inspection certificate?
 - If the practice does not require a current inspection certificate, are all elevators working and safe?
- Is the unit free of abnormally high levels of air pollution from vehicular exhaust?
- Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?
- Are painted surfaces free of defective paint or adequately treated?
 - Of special concern is potential lead poisoning of children under six years of age.
 - Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.

Most Common Fail Conditions

- Nonfunctional smoke detectors

- Missing or cracked electrical outlet cover plates
- Missing railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (e.g., carpets and/or vinyl)
- Cracked or broken window panes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in the bathroom
- Leaking faucets or plumbing
- No temperature/ pressure-relief valve on water heaters

Making Repairs Promptly

If your rental unit does not pass the initial HQS inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the PHA will verify that they have been made.

- Until the unit passes inspection and the participant family has taken occupancy, the PHA is not responsible for any payments.
- If the family moves in before the unit has passed inspection, the family is solely responsible for the full amount of the monthly rent.

Unit Rent Determinations

At the time of the HQS inspection, the inspector will also be evaluating the **rent reasonableness** of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, and amenities.

Although there are no HUD “ceilings” on the rents charged in the HCV program, HUD requires that PHAs determine whether rents are reasonable and comparable to those charged for similar unassisted units.

The PHA bases the determination of rent reasonableness and comparability on the HQS inspection report and rental market information.



PHA Disapproval of Tenancies

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 PHA is not permitted to approve tenancy.

PHA Disapproval of Owner

The PHA must disapprove a unit for any of these reasons:

- The PHA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
- The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the HCV participant family attempting to rent.
 - Unless approving the unit would be a reasonable accommodation for a person with disabilities.

The PHA has the *discretion* to disapprove an owner for any of these reasons:

- The owner has violated obligations under a HAP contract.
- The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug-related or ***violent criminal activity***.
- The owner has a history or practice of noncompliance with HQS for units leased under the HCV program.
- The owner has a history or practice of failing to terminate the lease of tenants of units assisted under HCV 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 PHA employees.
 - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - Engage in drug-related or violent criminal activity.
- The owner has not paid state or local real estate taxes, fines, or assessments.

Step 4: Contract and Lease Signed

If the unit meets the program and HQS requirements, and the tenancy can be approved, you will enter into a HAP contract with the PHA and sign a lease with the HCV participant family.



Step 5: Housing Assistance Payments Made

After the HAP contract and lease are signed and the tenancy has been approved, the PHA makes the initial HAP payment to the owner and continues to make monthly payments on or about the first of each month as long as the following conditions are met:

- The unit meets HQS.
- The tenant is eligible for assistance.
- The tenant resides in the unit
- The owner is in compliance with the contract.

If the PHA fails to make timely payments, it may be obligated by HUD regulations to pay a late fee.

Family Payments to Owner

The family is responsible for paying the difference between the PHA's payment amount and the total rent to the owner of the unit. It is your responsibility to collect the ***family rent to owner***.



Chapter 4

Obligations

HUD-Required Annual Activities

There are two HUD-required annual activities:

- Recertification
- HQS Inspection

Recertification of Family

Each family is required to provide information about the total family income, allowable deductions from income, and household composition at least once a year to the PHA for recertification.

If a family's income has increased or decreased, the amount of the family's payment to the owner will change, but the total amount received by the owner (from both the family and the PHA) will be the same.



Changes in Payments

The PHA will provide advance written notice to the family and to you if the family's portion of the rent changes.

If a family fails to cooperate in the recertification process, the result will be a loss of rental assistance. The PHA will notify you if the family's rental assistance is being terminated. The PHA will not make a housing assistance payment to the owner for any month after the month in which the family moves out.

Annual Inspection of Units

Every unit must be inspected by the PHA for HQS compliance at least once a year. The PHA will provide advance written notice to you and your family of the date and time of the annual HQS inspection. Written notice of the inspection's results will also be given.

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 tenant-caused damage beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied appliances and the payment of tenant-supplied utilities.

Abatement of Payments

According to the HAP contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP contract. At any time that it is determined the unit does not meet HQS, the PHA will notify you in writing and provide a reasonable time for repairs.

If the repairs are not made within that time, the PHA is required to abate payments for the unit. Although the family will still be responsible for its share of the rent if the PHA abates payments, the conscientious owner will monitor the condition of the unit and make repairs promptly.

HCV Program Rent Increases

You may increase the rent after the initial term of the lease, with a 60-day notice to the family and the PHA. The Proposed increase must be reasonable. Check with your PHA representative for information on the PHA's policy on rent increases in the HCV program.

Remember, your lease must allow for rent increases after the initial term. Any increase cannot make the rent greater than that charged for comparable unassisted units.

Other Changes in the Lease

If you and the family agree to any changes in the lease, the changes must be in writing and the owner must immediately give the PHA a copy of the changes. Some changes in the lease will not require a new lease or HAP contract, however, the following changes always required the owner and tenant family to request PHA approval of a new tenancy:

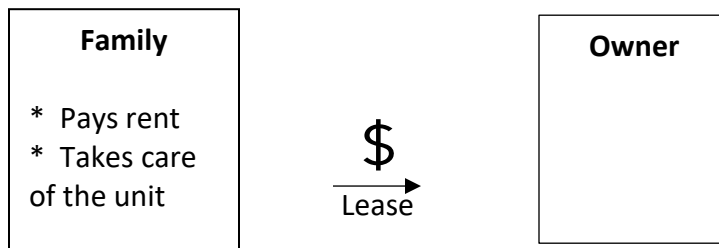
Any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.

- 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 PHA approves the new tenancy, a new lease and HAP contract will be required.

Family Obligations to Owner

The family obligations to the owner are contained in the lease agreement. Make sure that as a part of your tenant selection process, you review the lease agreement carefully with the family.



Families are obligated to pay their portion of the rent to you on time and in accordance with the terms of the lease and to take care of the unit.

Generally, you are required to make repairs and provide routine maintenance, but the family also bears some responsibility for ensuring that the unit passes the annual HQS inspection.

Utilities

If the family is required to provide any utility (such as electricity, gas, or water), it must keep them in service. If it fails to do so, the unit will not meet HQS. In that case, the family will be given a short time to get the utilities back into service.

Appliances

The family is required to supply and maintain any appliances not provided by the owner (such as a stove or refrigerator).

Damages

The family is responsible for repairing any tenant-caused damages to the unit or premises beyond normal wear and tear, even if they are caused by a guest of the family. If the family does not fulfill its obligations for the repair of damages as stated in the lease, its assistance may be terminated.

Family Obligations to PHA

HCV families are required by HUD to comply with numerous obligations, which are listed on the family's voucher. A copy of the voucher is included in Chapter 7, and includes obligations such as:

- Supplying any information that the PHA or HUD deems necessary for the administration of the program, certification, or recertification.
- Disclosing social security numbers and signing and submitting consent forms allowing the PHA to obtain information.
- Resolving any HQS violations caused by any of its household members or any of their guests.
- Allowing unit inspections by the PHA at reasonable times and after reasonable notice.
- Notifying the owner and the PHA in writing before moving out of the unit or terminating its lease.
- Using the unit primarily as a residence and as the family's only residence.
- Notifying the PHA of any changes in family composition or size.
- Not subleasing, assigning, or transferring the unit to anyone else.
- Notifying the PHA in writing when the family intends to be away from the unit for an extended period of time.
- Not receiving HCV assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

Owner and PHA Communication

Since many family obligations involve the owner, communication between you and the PHA is vital to the success of the HCV program. For example, if you intend to evict a family for serious or repeated violations of the lease the owner's notice must be clear and complete so that the PHA can determine whether a family obligation has been violated.

Owner Obligations to the Family

Owners that participate in the HCV program have obligations to both participant families and the PHA.

Nondiscrimination Compliance

All rental property owners (unless meeting narrow exceptions under federal law) are subject to the Fair Housing Amendments Act of 1988, as well as federal civil rights laws, and local fair housing laws that prohibit discrimination in housing.

Under both federal and local fair housing laws, a landlord may not discriminate on the basis of race, color, sex, religion, disability (also called "handicap"), national origin, familial status (meaning, having children), and age.

Violations of fair housing, civil rights, and nondiscrimination laws will result in denial or termination of participation in the HCV program and could result in civil penalties.

It is in your best interest as an owner to use the same methods of screening and selection for all renters and to keep complete documentation. At your request, the PHA can give you additional information about fair housing and nondiscrimination requirements.

Reasonable Accommodations and Modifications

An owner cannot discriminate against persons with disabilities or a **disabled family** and should be aware of his or her obligations under federal law to make **reasonable accommodations** in rental policies to allow equal access to housing.

Owners also have obligations to allow **reasonable modifications** to a rental unit and common space areas for a person with disabilities at the individual's or family's expense. These reasonable modifications are required in the private rental market by the Fair Housing Act.

Notify the PHA if you have, or know of another owner who has, units with accessibility features for persons with disabilities.

Owner Obligations to the PHA

Common Owner Violations

Most owners who participate in the HCV program comply with the program rules and the terms of the HAP contract, but occasionally some do not.

If an owner violates the rules, he or she becomes subject to administrative or other, more severe sanctions. The PHA's goal is to prevent any embarrassment or expense that may result from owner violations by making sure that the program rules are understood. Below are common owner violations

Failing to Maintain Unit

The owner is responsible for the normal maintenance and upkeep of a unit. Repairs you are responsible for should be made in a timely manner.

Accepting Payments for a Vacant Unit

If a family moves in violation of its lease, you must notify the PHA immediately and do not accept a payment for a vacant unit.

Demanding or Accepting Side Payments

The PHA determines the amount a family pays for rent. Any additional payments must be approved by the PHA.

Change in Ownership

As a provision of the HAP contract, you may not assign the HAP contract to a new owner without the prior written consent of the PHA. You must notify the PHA if you put the property on the market for sale.

Your PHA representative will provide you with a form to complete if the ownership or management of a property change. Be prepared to provide the PHA with all pertinent information requested to document the change.

Chapter 5

Terminations

Termination of Tenancy by Family

The family may terminate the tenancy in accordance with the lease and tenancy addendum. The family must give the owner and the PHA notice of termination of a tenancy before moving from the unit.

Termination of Tenancy by Owner

During the initial term and extension term of the lease, the owner may terminate the tenancy in accordance with the lease and HUD requirements 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 in connection with occupancy or use of unit and premises.
- Criminal Activity:
 - Includes 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.
 - Any drug-related criminal activity, non-drug-related criminal activity, or violent criminal activity on or near premises, whether or not the person has been arrested or convicted for the particular activity, as long as the owner determines that the tenant has engaged in the activity.
- Alcohol abuse that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises.
- "Good cause"
 - This must be for something the family did or failed to do.
 - Examples include disturbing neighbors, destruction of property, or habits that cause damage to the unit.

After the initial term, other good cause includes:

- Failure by the family to accept the offer of a new or revised lease.
- The owner's desire to use the unit for personal or family use or for a purpose other than as a residential unit.
- 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.

Termination Restrictions

An owner cannot terminate tenancy because the PHA doesn't make a housing assistance payment or if the payment is late. The PHA is, however, held responsible for payments to the owner through the HAP contract.

VAWA

Additionally, in certain circumstances, an owner's right to terminate tenancy is limited by the ***Violence Against Women Reauthorization Act (VAWA)***. The PHA will provide notice to owners of their rights and obligations under VAWA, as well as the HCV families.

Under VAWA, which is a gender-neutral law, owners may not consider actual or threatened ***domestic violence, dating violence, or stalking*** as a cause for terminating the tenancy or occupancy of the victim.

This means an owner cannot consider such violence or stalking to be:

- A serious or repeated violation of the leases by the victim.
- Other good cause for terminating the tenancy or occupancy rights of the victim.
- Criminal activity justifying the termination of the tenancy of the victim.

However, an owner or manager does retain the authority to terminate tenancy of a victim if:

The termination is for a lease violation that is premised on something other than an act of domestic violence, dating violence, or stalking against the victim and the owner is holding the victim to a standard to which other tenants are held.

It can be demonstrated that an actual and imminent threat exists to other tenants (or those employed at or providing service to the property) if the tenancy of the victim is not terminated.

VAWA does **not** provide these same protections to the perpetrator of domestic violence, dating violence, or stalking.

Notwithstanding any laws to the contrary, an owner or manager may bifurcate a lease, or divide it into two parts, to remove the perpetrator from the lease while allowing the victim to maintain housing and not be penalized.

The perpetrator can be removed from the lease, regardless of whether he or she is a signatory to a lease.

Many cities and states also have additional protections for victims of domestic violence under local fair housing laws, which obligate owners to allow victims to obtain and maintain housing.

Owner Notice to Terminate Tenancy

The owner may only evict a tenant by instituting a court action. The owner's decisions and actions regarding termination of tenancy must not be contrary to fair housing and civil rights laws.

The notice may be included in or combined with any eviction notice given to the family. HUD requires the owner to give a copy of both notices to the PHA.

Termination of Tenancy by the PHA

A family's assistance can be terminated by a PHA for various reasons, including if a family fails to fulfill its obligations under the program or if it seriously or repeatedly violates the lease. If the PHA terminates program assistance to a family, the PHA will provide the owner with advance written notice of termination of assistance, and the HAP contract for the family will terminate automatically.

HAP Contract Termination

The HAP contract runs concurrently with the lease and terminates automatically when the lease terminates. It may also end when a family's income increases to the point that a PHA payment to the owner is no longer necessary. The HAP contract terminates automatically 180 calendar days after the last assistance payment is made to the owner.

Owner Breach of Contract

The PHA also has the right to terminate tenancy if it determines that an owner has committed a breach of the HAP contract. Any of the following activities by owners will be considered a breach of contract:

- Violating any terms of any HAP contract.
- Failing to fulfill any owner obligation 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 loan made by HUD.
- Engaging in drug-related criminal activity
- Engaging in any violent criminal activity.

A Final Note

Information and cooperation are two key ingredients to developing a rewarding relationship with a PHA and family in leasing your rental unit. With the help of this handbook and your PHA representative, you are sure to be a successful owner in the HCV program!

Successful Owners...

Carefully screen families and select good tenants

Offer decent, safe, and sanitary units to HCV families

Prepare the unit for HQS inspection

Collect rent on time

Comply with the HAP contract and tenancy addendum

Enforce the lease

Make prompt repairs to units

Maintain the quality of units

Keep units occupied

Work with PHA to resolve problems



Chapter 6

Glossary of HCV Program Terms

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

Admission: 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.

As-Paid State: States where a welfare agency adjusts the shelter and utility component of a welfare grant in accordance with actual housing costs.

Bifurcate: To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family member's lease and occupancy rights are allowed to remain intact

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.

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

Contract Rent: See Rent to Owner.

Covered Families: Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program that may be subject to a welfare benefit sanction for non-compliance with this obligation.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Dependent: A member of a family (excluding the family head, spouse, and any foster children) who are 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, or 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 or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-related Criminal Activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of assisted families or to provide work for such families. These include job training, employment, counseling, work placement, basic skills training, general education, English proficiency training, workfare, financial or household management training, apprenticeships, and other programs (such as drug abuse or mental health treatment) necessary to prepare people to work.

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 more 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 reimbursable medical expenses incurred by an elderly or disabled 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 large 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 the phone.

Family Rent to Owner: The rent to owner minus the housing assistance payment.

Family Self-Sufficiency Program (FSS): A program developed by a PHA to promote the self-sufficiency of assisted families including the provision of supportive services.

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

Foster Child Care Payment: Payment to eligible households by state, local, or private agencies appointed by the state to administer the care of foster children.

Full-time Student: A person who is attending school or vocational training on a full-time basis as defined by the educational institution.

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

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 Agency (HA): See Public Housing Agency (PHA)

Housing Assistance Payment: The monthly assistance payment a PHA makes to the owner for the rent to an owner under the family's lease. This may include additional payment to the family if the total assistance payment exceeds the rent to the owner.

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

Housing Choice Voucher: A document issued by a PHA to a family selected for admission to the Section 8 housing choice voucher (HCV) program. The voucher describes the program and the procedures for PHA approval of a unit selected by the family. Sometimes called *voucher*.

Housing Choice Voucher (HCV) program: The Section 8 tenant-based rental assistance program in which a family selects a privately-owned rental unit, and the family, the PHA, and the owner of the unit enter into a legal agreement with one another. Sometimes called *voucher program*.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Unit: *see Unit.*

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

Imputed Asset: An asset disposed of for less than the fair market value during the two years preceding certification or recertification.

Imputed Income: The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.00.

Imputed Welfare Income: An amount of annual income that is not actually received by a family as a result of a specified welfare benefits reduction but is included in the family's annual income and is therefore reflected in the family's rental contribution.

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

Lease: A written agreement between an owner 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 is determined by a PHA to be essential to the care and well-being of the person. The live-in aide is not obligated for support of the person, and would not be living in the unit except to provide necessary supportive services.

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.

Medical Expenses: For elderly or disabled families, the total out-of-pocket medical expenses that are anticipated during the period for which annual income is computed.

Minor: A member of a Family under 18 years of age who is not the head, spouse, live-in aide, or foster child/adult.

Monthly Adjustment Income: One-twelfth of annual income after 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.

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

Owner Orientation: A meeting with a PHA representative for the purpose of learning the rules and procedures for participation as an owner in the HVC program.

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

Payment Standard: The maximum subsidy payment for a family under the HCV program. The PHA sets a payment standard between 90% and 110% of the current HUD-published FMR.

Person with Disabilities: For the purposes of program eligibility, a person who has a disability as defined in federal law [42 U.S.C. 423 or 42 U.S.C. 60001] or a person who has a physical or mental impairment expected to be a long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. For the purpose of reasonable accommodation, a person with disabilities is a person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Portability: The ability of a family to move with its HCV tenant-based assistance from the jurisdiction of one PHA to that of another

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public Assistance: Welfare or other payments to families or individuals that are based on need and are made under programs funded separately or jointly by federal, state, or local governments.

Public Housing Agency (PHA): Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low-income families.

Reasonable Accommodation: Under the federal Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Reasonable Modification: A structural change made to the premises or a tenant's unit. Federal fair housing laws allow persons with disabilities to make adjustments to their rental units at their expense. Persons with disabilities may need either a reasonable accommodation

or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

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

Remaining Member: A person left in assisted housing after other family members have left.

Rent Reasonableness: A rent to the owner that is not more than either the rent charged for comparable units in the private unassisted market or the rent charged by the owner for a comparable unassisted unit in the building or on the premises. Sometimes called *reasonable rent*.

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

Request for Tenancy Approval (RFTA): A PHA form completed by an owner and family and used by the PHA to determine whether a unit is eligible and a lease complies with program requirements.

Security Deposit: A dollar amount that can be collected from a family by an owner 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.

Specified Welfare Benefit Reduction: A reduction of welfare benefits for a covered family that may not result in a reduction of a family's rental contribution. This includes a reduction of welfare benefits because of fraud in connection with the welfare program or because of a welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse: The marriage partner of a head of household.

Stalking: To follow, pursue, place under surveillance, or repeatedly commits acts with the intent to kill, injure harass, or intimidate, and to place a person in reasonable fear of death, serious bodily injury, or emotional harm to that person, their immediate family member(s), or spouse, or intimate partner.

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

Tenancy Addendum: A Hud-designed addition to an owner’s lease that includes, word for word, all HUD-required language.

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

Tenant Rent: The amount payable monthly by a family as rent to an owner in an HCV program or to a PHA in a public housing program.

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

Unit: A resident 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: A PHA’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.

Violence Against Women Reauthorization Act (VAWA): Signed into law in 2006, this federal law protects victims of domestic violence, dating violence, sexual assault, and stalking who live in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing their housing.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: See *Housing Choice Voucher*.

Voucher Program: See *Housing Choice Voucher (HCV) program*

Chapter 7

Forms

Sample HUD Program Forms

The following sample forms have been included so that you can become familiar with their content. They have been reduced in size to fit this handbook. Do not use the attached forms.

- Sample Housing Choice Voucher
- Sample Request for Tenancy Approval
- Sample Housing Assistance Payments (HAP) Contract for HCV Tenant-Based Assistance Housing Choice Voucher Program.
- Sample Tenancy Addendum for HCV Tenant-Based Assistance Housing Choice Voucher Program

❖ *The PHA will provide you with original forms, or they can be viewed and downloaded from:*

www.hud.gov/offices/adm/hudclips/forms/hud5.cfm#2

www.hud.gov/offices/adm/hudclips/forms/hud5a.cfm

www.chacity.org

Property Management Forms

- Tell Me How It Works!
- Notice of Available Unit
- Notice of Family Move-Out
- Fraud and Program Abuse Reporting Form

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
 (exp. 07/31/2022)

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

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form. Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date Issued. Voucher is Issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	

5. Name of Family Representative	5. Signature of Family Representative	Date Signed (mm/dd/yyyy)
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7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA
 Official

9. Signature of PHA Official	Date Signed (mm/dd/yyyy)
---------------------------------	--------------------------

1. Housing Choice Voucher Program

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

2. Voucher

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

Request for Tenancy Approval
Housing Choice Voucher Program

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

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

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

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

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

11. Utilities and Appliances

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

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

Previous editions are obsolete

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

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

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

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by **Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f)**. **Collection of family members' names and unit address, and owner's name and payment address is mandatory.** The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

In addition to use for the basic Section 8 voucher program, **this form must also be used for the following "special housing types" which are voucher program vehicles 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.

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program (To
be attached to Tenant Lease)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

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

Previous editions are obsolete

form HUD-52641-A (09/2014)
ref Handbook 7420.8

Tell Me How It Works!

Instructions: This form may be used at any time while you are on the program. If you have a question about how the program works or a specific issue, just complete this form and mail it to the PHA.

I would like an answer to the following question(s):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

I would like to make the following comment:

Notice of Available Unit

I have the following unit available for rent to Section 8 voucher holders:

Unit Address: _____ Unit: _____

City, State, Zip Code: _____

Year constructed: _____ Square Feet: _____

Number of bedrooms: _____

Number of bathrooms: _____

Proposed rent: _____

Check below the utilities **included** in the rent:

- | | | | | |
|--|--------------------------------------|--------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Heat: | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottled gas | <input type="checkbox"/> Oil/Electric | <input type="checkbox"/> Coal/other |
| <input type="checkbox"/> Cooking: | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottled gas | <input type="checkbox"/> Oil/Electric | <input type="checkbox"/> Coal/other |
| <input type="checkbox"/> Hot water: | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Bottled gas | <input type="checkbox"/> Oil/Electric | <input type="checkbox"/> Coal/other |
| <input type="checkbox"/> Water | | | | |
| <input type="checkbox"/> Sewer | | | | |
| <input type="checkbox"/> Trash | | | | |
| <input type="checkbox"/> Other electric (lights, etc.) | | | | |
| <input type="checkbox"/> Cable TV | | | | |

The unit: is is not accessible for persons with disabilities.

Accessibility modification have have not already been made to the unit.

Distance to public transportation _____

Shopping _____

Schools _____

Unit is:

- Single Family Detached Garden / Walk-up Elevator / High Rise
 Semi-Detached / Row House Manufactured Home

Check any of the following that apply:

- | | |
|--|--|
| <input type="checkbox"/> Carpet | <input type="checkbox"/> Storm Windows/doors |
| <input type="checkbox"/> Drapes/miniblinds/shades | <input type="checkbox"/> Screen doors |
| <input type="checkbox"/> Working fireplace | <input type="checkbox"/> Laundry Facilities |
| <input type="checkbox"/> Private patio/ deck/balcony/porch | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> On-site parking |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Eating counter/breakfast nook | <input type="checkbox"/> Party room |
| <input type="checkbox"/> Pantry or abundant shelving/ cabinets | <input type="checkbox"/> Exercise facility |
| <input type="checkbox"/> Self-cleaning oven | <input type="checkbox"/> Playground/ picnic area |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Tennis court(s) |
| <input type="checkbox"/> Washer/dryer | <input type="checkbox"/> Pets policy |
| <input type="checkbox"/> Washer/dryer hookups | <input type="checkbox"/> Security personnel |
| <input type="checkbox"/> Security screen doors | <input type="checkbox"/> On-site management |
| <input type="checkbox"/> Ceiling fans | <input type="checkbox"/> Social services/medical personnel |
| <input type="checkbox"/> Cable/satellite TV hookup | <input type="checkbox"/> Other (specify)_____ |

The overall quality and condition of this unit is

- Below Average Average Above Average Excellent

Contact name: _____ Phone#: _____

- Owner Property Manager

Address: _____

NOTICE OF FAMILY MOVE-OUT

The family at the following address has moved as of _____
(date)

Unit Address: _____ Unit #: _____

City, State, Zip Code: _____

Comments: _____

Proper notice given? Yes No

Signed: _____ Date: _____

Owner

Property Manager

Fraud and Program Abuse Reporting Form

Instructions: HUD and the PHA are seriously concerned about fraud and abuse in the various housing assistance programs. Please complete this form if you become aware of any violation of the program rules by any person. You may furnish your name, but you are not required to.

I would like to bring the following information to the attention of the PHA:

Please answer the following questions:

How long has this situation existed?

Is there anyone other than you who can verify this information?

Yes No

If yes, Who? _____

Telephone Number: _____

What other facts would help us verify this information?

Name (optional)

Telephone number: _____ Date: _____