

AN OWNER'S GUIDE

TO

HOUSING CHOICE VOUCHER

(SECTION 8)

RENTAL ASSISTANCE



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Part 1

Introduction

What is the Section 8 Rental Assistance Program?

Housing Choice Voucher Program is a federal housing program funded through the U.S. Department of Housing and Urban Development (HUD). HUD provides Section 8 rent subsidies to families with low income in the form of housing Vouchers. South Central Minnesota Multi-County Housing Redevelopment Authority (SCMMCHRA) administers the program in Martin, Nicollet, Sibley, Waseca and Watonwan counties. SCMMCHRA pays rent subsidies directly to rental property owners on behalf of eligible families.

Federal regulations govern the contractual relationship between property owners, the SCMMCHRA and tenants. Each party has rights and responsibilities. By explaining what they are, we hope that you will better understand how the Section 8 Program affects your business.

How does the Program work?

Applications are taken from families eligible for the Program and their names are placed on a waiting list. When a current recipient leaves the Program, the next eligible family on the waiting list is selected for assistance. After a family is selected, the following occurs:

1. The eligible family must participate in a Section 8 Briefing, after which a criminal background check is conducted and income documentation is compiled.
2. The eligible family is issued a Voucher. They have a maximum of 120 days to locate a rental unit.
3. The family locates a rental unit. The family and owner discuss the rental terms and the lease.
4. SCMMCHRA sends the property owner a Request for Tenancy Approval (RTA). The RTA must be filled out by you and returned to the SCMMCHRA. By signing this form, you indicate that you are interested in participating in the Housing Choice Voucher Program as a

property owner.

5. After the RTA has been approved by SCMMCHRA, arrangements are made for a housing inspection. The SCMMCHRA staff performs the inspection. If the unit fails the inspection, the owner must correct the problem(s) if the owner is interested in working with the Section 8 Program.

NOTE: No rent payments can be made until a unit has passed inspection.

6. The tenant pays approximately 30 percent of family income to the owner for rent each month, with the SCMMCHRA paying the balance of the monthly rent directly to the owner.

What does the Section 8 Program offer to owners?

1. A guaranteed portion of rent paid by the SCMMCHRA each month.
2. An annual inspection of the unit to help alert the owner of required and/or recommended repairs.
3. An opportunity to improve the local housing stock.

Part 2

What Concerns Do Owners Have Before the Tenant Moves In?

Who determines a tenant's eligibility for the Housing Choice Voucher Program?

The SCMMCHRA determines whether or not a family is eligible for the Section 8 Program.

Does SCMMCHRA screen applicants for owners or managers?

Tenant screening and selection is the responsibility of the owner or manager. **Owners need to screen potential tenants with rent assistance in the same way they screen potential tenants without assistance.** SCMMCHRA's role is to make sure tenants are eligible for the Housing Choice Voucher Rental Assistance Program ONLY. We do this by verifying that a tenant's income and family composition meet Program guidelines. The SCMMCHRA may not serve a tenant who has a history of violent criminal behavior or the sale, use, or manufacture of illegal drugs. SCMMCHRA will give references to a landlord upon request. SCMMCHRA must give the family's current address, and, if known, the name and address of current and prior landlords.

Can an owner refuse to rent to an assisted tenant?

Yes, but according to state and federal law; an owner cannot refuse to sell, rent, or lease housing to potential tenants, or have different rental terms, on the basis of race, religion, color, creed, national origin, sex, marital status, physical disability, familial status, or reliance on public assistance. (Exception - an owner or occupier living in a one-family unit may refuse to rent part of the premises on the basis of sex, marital status, disability or reliance on public assistance.)

If there is a good reason, such as a poor credit history or poor rental references, owners may choose to rent or not to rent to a potential tenant.

SCMMCHRA must give the family's current address, and, if known, the name and address of current and prior landlords.

How much rent can an owner charge?

The Voucher Program is not based on limiting the unit's contract rent. The SCMMCHRA advises participants regarding the reasonableness of the proposed rent in relation to the amount currently being charged for comparable rents in the private market. In addition, the unit must be determined to be within the family's affordability range.

What is Rent Reasonableness?

The administrative staff on a case-by-case basis determines rent reasonableness for all units leased on the Housing Choice Voucher program. When the HRA receives your Request for Tenancy Approval (RTA), it is reviewed to determine if the contract rent exceeds rents charged by you for comparable unassisted units. If you do not have comparable unassisted units, rent charged by other owners for comparable units will be used for comparison. For example, it would be acceptable for an owner to charge different rents on different floors, but not to charge different rents for identical units on the same floor. Differences in rent must not be based on whether or not the tenant receives Rental Assistance. If you do not have comparable unassisted units, rents charged by other owners for comparable units will be used for comparison.

How does an owner or manager handle extra payments or agreements?

All extra payments and agreements must be:

1. Voluntary;
2. The same amount for all tenants, assisted or unassisted;
3. Included on the lease under Additional Provisions or attached to the lease if it is a separate agreement and
4. Approved by SCMMCHRA.

The tenant cannot pay additional rent for an attached garage. It is necessary to either list the garage rent amount on the lease under Additional Provisions or attach a copy of the agreement to the lease and write under the Additional Provisions section of the lease the words, "see attached garage agreement." Be sure to send a copy of the

agreement to the SCMMCHRA.

If this procedure is not followed, the payment will be treated as an illegal side-payment and you may be required to reimburse the tenant for overpayments of the rent.

Does the SCMMCHRA prepare the lease?

No. You will be responsible to provide the SCMMCHRA with a copy of your existing lease with the tenant prior to the tenant being admitted to the Section 8 Program. The lease must include, in addition to the utilities and appliances to be furnished by the owner, the names of the owner and tenant, the address of the unit rented, the term of the lease, and the amount of monthly rent to the owner. In addition, Program regulations provide that a participating owner must certify that the terms and conditions of the lease are consistent with State and Local law.

The SCMMCHRA will provide both you and the tenant with a Tenancy Addendum to attach to your lease, which covers the Housing Choice Voucher Program policies and rules. To view the Tenancy Addendum online, go to:

http://www.hudclips.org/sub_nonhud/html/pdfforms/52641.pdf

What is the required length of the term of the lease?

The landlord determines the term of the lease.

Can an owner collect a security deposit?

SCMMCHRA does not have the authority or responsibility to ensure payment of security deposit. It is the owner's responsibility to negotiate and collect full and timely payment. The security deposit for Housing Choice Voucher tenants should not exceed the amount charged to unassisted tenants.

What if a tenant and owner want to allow a pet?

The lease does not address the issue of pets. SCMMCHRA strongly recommends that you specify exactly what type of pet, size, etc. is

permitted and clarify this with the perspective tenant by putting this in writing, and have both you and the tenant sign and date it and keep a copy. SCMMCHRA is not involved in this arrangement.

Can an owner charge late fees?

Yes, however if you are going to charge late fees, they must be charged to all tenants, assisted and unassisted.

Part 3

Discussion of Forms and Procedures

What document does an owner need to sign to get a unit on assistance?

REQUEST FOR TENANCY APPROVAL

When you agree to rent to the tenant, both of you must complete and sign the Request for Tenancy Approval form. All sections on the form must be completed and approved prior to the issuance of an inspection. Be careful to enter the correct address in the owner's section, as well as the Tax Identification Number (TIN) or Social Security Number (SSN) of the landlord. SCMMCHRA will send the housing assistance payment to the address noted if the assistance occurs.

LEAD-BASED PAINT DISCLOSURE

Prior to renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

When is the Housing Contract signed?

After the unit passes inspection, SCMMCHRA staff will prepare the following documents will need your signature:

1. **HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT:** The HAP Contract is a legal agreement that defines the relationship between SCMMCHRA and the owners in providing Rental Assistance.

The Contract states the amount of rent SCMMCHRA will pay monthly directly to you or your agent. In addition, the contract includes the Tenancy Addendum.

Your endorsement of the rent check certifies that the unit is decent, safe and sanitary and that the listed tenant family still occupies the unit.

The tenant will be provided with a Section 8 Tenancy Addendum to attach to their copy of the lease between you both.

After both landlord and tenant have signed all leasing documents, copies will be mailed to each party.

Access the Housing Assistance Contract Online at:

http://www.hudclips.org/sub_nonhud/html/pdfforms/52641.pdf

OTHER DOCUMENTS, WHICH YOU MAY BE ASKED TO PROVIDE TO SCMMCHRA:

You will be asked to provide a copy of your lease between you and your tenant.

The Internal Revenue Service requires that property owners must provide SCMMCHRA with their **Taxpayer Identification Number (TIN)** and a signed certification of accuracy. You must complete the form provided and submit it to SCMMCHRA.

At the end of each year, SCMMCHRA completes a Form 1099 and submits it to the IRS with a copy to each owner.

Can additional members be added to the household and lease?

Yes. However, when adding any additional household members, you **must** notify SCMMCHRA because their income may affect the rental subsidy. You have the right to screen additional adults in the same way you screened the original tenants.

What is recertification?

Each year the resident family's income is reevaluated to renew their eligibility. This occurs on the anniversary of the date in which they began on the Section 8 Program. The administrative staff will start the process four months in advance of the anniversary date. This is typically when rent amounts; terms of lease and other changes are made.

When can an owner request a change in the monthly contract rent?

The Voucher Program provides for rent increases when the term of the lease between you and your tenant comes due. The owner must notify the SCMMCHRA of any proposed rent changes.

Housing Coordinators from SCMMCHRA will review:

1. The last rent charged for the unit and recent charges for rent for comparable units;
2. Your justification for an increase over the previous rent based on increased taxes, utilities, and maintenance costs.

If you don't propose a rent increase or give notice to the tenant, the lease terms remain unchanged. If the tenant doesn't give notice at the end of 12 months, then the lease continues unchanged.

How can a lease be ended?

If the tenant has violated terms of the lease, you can issue an eviction letter or file an unlawful detainer action. It is the landlord's responsibility to enforce the family's obligation under the lease.

Evictions of tenants on rent assistance are handled just as evictions of unassisted tenants would be. SCMMCHRA administrative staff is not qualified to give legal advice. If you are unfamiliar with eviction procedures, SCMMCHRA recommends that you contact an attorney or the county courthouse.

For additional information on termination of tenancy, refer to the Housing Assistance Payments Contract.

OWNERSHIP AND ADDRESS CHANGES

To ensure continuity in rent payments, owners must notify SCMMCHRA administrative staff when the ownership of the property changes. Payment of rent cannot be authorized until SCMMCHRA has proof of the transfer of ownership.

Part 4

Inspections

Upon receipt of the Request for Tenancy Approval, the Housing Specialist will make a determination as to the reasonableness of the unit's proposed gross rent and compliance with the Fair Market Rent limits.

Inspections of individual dwelling units selected by Program participants will be made by the Housing Inspector or other qualified persons. The purpose of the inspection is to certify that units meet HUD's minimum Housing Quality Standards (HQS) regarding decent, safe and sanitary housing. Rental units must pass inspection before HAP contracts can be drawn up and rent payments issued.

If the unit fails the inspection(s), the owner of the dwelling and the participating family will be notified of the unit's deficiencies in writing and of the date by which the violations need to be completed. The owner will be allowed a sufficient period of time to make the required repair.

TYPES OF INSPECTIONS AND THEIR PURPOSES

Initial

- To certify new unit meets HQS.
- To document existing conditions.

Annual

- To determine if renewing unit continues to meet HQS.
- To keep HAP Contract in effect.

Complaint/Interim

- Prompted by perceived non-compliance of HQS.
- Performed as a result of a complaint from family, owner or other source.

Quality Control

- Quality Control inspections are conducted to monitor housing quality
- To fulfill HUD's regulation to monitor fifteen percent of units to verify that previously inspected units meet HQS.
- To verify level of competency and consistency of inspection staff.

- For HUD staff monitoring

MOST COMMON FAIL CONDITIONS THAT NEED TO BE CORRECTED PRIOR TO A CLIENT RECEIVING ASSISTANCE

1. Broken windows
2. Missing window locks within six feet from the ground
3. Tripping hazards (loose carpet/linoleum/tile)
4. Missing light switch plates and/or outlet covers
5. Leaking plumbing
6. No bathroom window and/or vent
7. No smoke detector or smoke detector is missing batteries and/or cover
8. Debris in basement, in unit, or outside of building
9. No handrail on stairway with four or more steps
10. Torn or missing screens on windows
11. Dead bolt locks that are keyed from the inside

EGRESS DIMENSIONS (This information is provided to you in the event that you are required to provide egress windows)

5.7 square feet clear opening
44 inches from floor to sill
Minimum 20 inches clear opening width
Minimum 24 inches clear opening height

HOUSING QUALITY STANDARDS

Requirements for Each Room

Ceilings and walls must be in good condition. There must not be any large cracks or any peeling and chipped paint or loose plaster.

Floors must be in good condition. The floor covering must not be curling or have loose edges or holes. The sub-floor must be in good condition.

At least one window must be in good condition and must open and close. The sills and frames must not be rotting. There can be no broken or missing windowpanes and screens. Windows that are within six feet of the ground must have adequate locks that are permanently attached to the window.

All rooms used for living must have two sources of electricity, except the bathroom that only requires a permanently installed light fixture. The kitchen must have one permanently installed light fixture and at least one outlet. All outlets and switches must have covers with no exposed, frayed wiring. There must be no open, exposed electrical boxes or wires.

Living Room

There must be at least two outlets, one permanently installed ceiling or wall light fixture and an operable window if designed to be opened.

Kitchen

Stove - All four burners of the stove must work (gas or electric stove). If the stove is equipped with a pilot light system, burners must light with pilot. The oven must be functional. A microwave could be used in place of the stove.

Refrigerator - The door gasket must be attached to the door securely, forming a proper seal to assure the freezer keeps food frozen and the refrigerator keeps food cold.

Sink - There must be hot and cold running water, and a drain with trap. It must be properly hooked to a sewer line, and cannot leak.

Preparation Area/Outlets - There must be adequate food preparation and storage areas, with adequate means to dispose of food wastes. There must be a ceiling or wall-type light fixture and one

outlet.

Bathroom

There must be a private flush toilet that is solidly fastened to the floor, a sink with hot and cold running water with no leaks and a tub or shower with hot and cold water. There must be a fan vented to the outside or an operable window. There must be no rotten or weak areas on the floor or any water damage to the ceiling. There must be at least one permanent light fixture present and working. An outlet cannot be substituted for an overhead light. Note: No outlet is required; however, we recommend the installation of a GFCI (ground fault circuit interrupter) outlet in the room if the outlet is too close to the faucet. There must be a ceiling or wall-type light fixture.

Bedroom

There must be at least two working outlets, one permanently installed ceiling or wall light fixture and an operable window/screen if designed to be opened. The window should be large enough to use as an emergency exit.

Heating

The dwelling unit must have a heating system that will heat the unit to a comfortable temperature. The dwelling unit must not contain unvented room heaters that contain kerosene, gas or oil (electric space heaters are acceptable if a safety guard is present).

Windows

Windows cannot have cracked broken or missing panes. If accessible from the outside, windows that are within six feet from the ground must be lockable.

Steps/Porches

Any porches, balconies or decks that are more than 30 inches above ground must have a rail 36 inches high. All stairs (inside and outside) with four or more steps/risers must have a handrail. All steps must be sturdy.

Site and Neighborhood

There must be no hazards in the area such as broken-down buildings or large amounts of trash or junk that could endanger the health, life and/or safety of residents. The unit must be free of insect or rodent infestation. There needs

to be more than one exit from the unit.

Building Exterior

Exterior walls should not show severe defects such as buckling, bowing, or leaning; contain large cracks or falling or missing pieces of masonry; or be deteriorated to the point that would allow water and serious drafts to penetrate.

Foundation, Roof and Gutters

The unit must not have any indications of structural instability:

- Evidence of major recent settling
- Large cracks or holes
- Severe leaning
- Large sections of crumbling brick, stone or concrete
- Undermining of footings, walls, posts or slab
- Major deterioration of wood support members due to water damage or termites.

Roof

The roof must not have serious defects such as serious buckling or sagging, which indicates the potential of structural collapse. There should be no large holes, bare patches or missing shingles that would result in significant air or water infiltration.

Gutters

The gutters, downspouts and soffits should not show serious decay and should allow the entry of significant air or water into the interior of the structure. For houses built with a wide roof overhang, gutters and downspouts are not required.

Fire Exit

The dwelling unit must have an alternative exit that meets local or state regulations. This may include:

- An openable window if the unit is on the first floor or second floor or easily accessible to the ground.
- A back door opening onto a porch with a stairway leading to the ground.
- A fire escape, fire ladder or fire stairs.

Infestation

Unit must be free of insects or rodents.

Smoke Detectors

There must be a working smoke detector on each floor/level of the unit and in the common area on the floor in which the tenant is living.

Garbage Storage

Each unit must have adequate garbage storage facilities.

Water Heater

Each water heater must have:

- Proper flues for venting exhaust gasses.
- A temperature-pressure relief valve and discharge line 18 inches from the floor that will operate when either the temperature or the pressure in the tank become too high.
- No serious leaks from the tank.
- There should be no combustible materials piled up against the heater.

IMPORTANT: If the unit was built before 1978 and the tenant has children under age 6, no chipped or peeling paint is allowed on the interior or exterior of unit. Check with SCMMCHRA on diminimus levels.

Mobile Homes

Mobile Homes must be properly placed and tied down. If evidence of tie-downs is not accessible when inspected, the owner must provide evidence in writing. The skirting must be secure with no pieces missing.

For more information online, go to http://www.hudclips.org/sub_nonhud/html/pdfforms/hgsche.pdf

Part 5

Owner's Rights and Responsibilities

FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing because of race or color, national origin, religion, sex, handicap, or familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under age 18).

OCCUPANCY PROBLEMS

What can an owner do about problem tenants?

Owners should maintain a consistent policy when handling problems with tenants. SCMMCHRA suggests that owners send written warnings or confirmation letters to tenants and keep copies for their files. It is a good idea to send a copy of the warning to the SCMMCHRA administrative staff. These letters can be entered as evidence in a court hearing.

Remember, under state law, an owner must give the tenant a reasonable chance to correct possible lease violations before starting eviction proceedings.

EVICTION PROCESS

What are the grounds for eviction during the term of a lease?

1. Serious or repeated violations of the lease;
2. Violation of Federal, State or Local law that imposes obligations on the tenant in connection with occupancy or use of the unit and the premises;
3. Criminal Activity or Alcohol Abuse

(A) 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:

- 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 residing on the premises);

- 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; or
- Any violent criminal activity on or near the premises;
- Any drug-related criminal activity on or near the premises.

(B) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit 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
- Violating a condition of probation or parole under Federal or State Law.

(C) 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.

(D) 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.

4. Other good cause for termination of tenancy

- (A) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (B) During the initial lease term or during any extension term, other good cause includes:
 - Disturbance of neighbors,
 - Destruction of property, or
 - Living or housekeeping habits that
 - Cause damage to the unit or premises.

- (C) After the initial lease term, such good cause includes:
 - The tenant's failure to accept the owner's offer of a new lease or revision;
 - The owner's desire to use the unit for personal or family use or for a purpose other than the use as a residential rental unit; or
 - 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).

What is SCMMCHRA's position or involvement in a court case?

Since the SCMMCHRA is not a party to the lease, the agency is not an advocate for either the tenant or owner. Any legal action such as an eviction must be brought by the owner against the tenant. The SCMMCHRA is not involved in any such action.

What is the eviction process that an owner must follow?

Notice of Intent. If an owner intends to evict a tenant for any reason, he/she must do one of the following:

1. Give written notice to the tenant, sending a copy of the notice to SCMMCHRA within 24 hours. The notice must specify the date the unit is to be vacated, the lease terms and conditions that have been breached and the actions of the tenant that caused the breach.
2. Start an unlawful detainer action and deliver or mail a copy of the complaint to SCMMCHRA within 24 hours of the time the complaint is filed with the court.

The copy of the notice or complaint should be sent to Attn.: South Central HRA, 360 Pierce Ave, Suite 106, North Mankato, MN 56003.

If a family is evicted for violation of the lease and a court authorizes the eviction, the lease is terminated.

Part 6
Attachments

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Tenant ID _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint hazards (please check one box below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (Please explain).

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to owner (please check one below):

Owner has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (please list documents provided below).

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet *Protect your Family from Lead in your Home* from the Housing Agency.

Housing Agency's Acknowledgment

(e) Housing Agency has informed the tenant of the owner's obligations under 42U.S.C.4852(d) and is aware of agency's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by those signing this document is true and accurate.

Signatures

Housing Agency Representative

So. Central MN Multi-Co. HRA

Print or Type Name of HA

Signature

Print or Type Name and Title of Signatory

Date

Tenant

Print or Type Name of Tenant

Signature

Date

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Tenant ID

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

1. Name of Public Housing Agency (PHA) So. Central MN Multi-Co. HRA			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

High Rise
 Older Home Converted
 Row House/Garden Apt.
 Two/Three Family (Duplex)
 Mobile Home
 Older Multi-Family
 Single Family Detached

10. If this unit is subsidized, indicate type of subsidy:

Section 202
 Section 221 (d)(3)(BMIR)
 Section 236 (insured or noninsured)
 Section 515 Rural Development
 Home
 Tax Credit
 Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

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

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

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

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

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

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

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

**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 2577-0169 (Exp. 09/30/2017)**

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

**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

Tenant ID _____

Part A of the HAP Contract: Contract Information

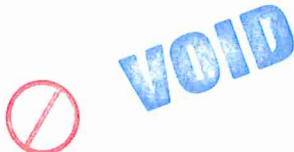
(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addednum

2. Tenant



3. Contract Unit

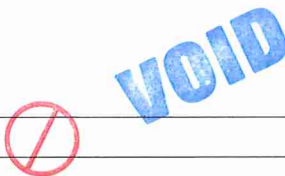
4. Household

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: \$ 0.00 .

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 \$ 0.00 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"/> Electric <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil		
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil		
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil		
Other Electric	 		
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

Signatures:

Public Housing Agency

So. Central MN Multi-Co. HRA

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

City, State, ZIP

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
 - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance

payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance

payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. **Prohibition of Discrimination.** In accordance with applicable 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, subcontractor or agent of the PHA, who formulates

- policy or who influences decisions with respect to the program;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
 - c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
 - d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
 - e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
 - f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
 - g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.
- 14. Assignment of the HAP Contract**
- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
 - b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
 - c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
 - d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
 - e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 - f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
 - g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.
- 15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**
- 16. Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.
- 17. Entire Agreement: Interpretation**
- a. The HAP contract contains the entire agreement between the owner and the PHA.
 - b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

- (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
 - c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
 - d. **Housing services.** The owner must provide all housing services as agreed to in the lease.
- 8. Termination of Tenancy by Owner**
- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
 - b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
 - c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
 - (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
 - 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).
 - (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
 - (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the new owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**
 - e. **Protections for Victims of Abuse.**
 - (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
 - (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
 - (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to

whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 - (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
 - (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
 - (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- f. **Eviction by court action.** The owner may only evict the tenant by a court action.
- g. **Owner notice of grounds**
- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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

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

10. **PHA Termination of Assistance**

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

11. **Family Move Out**

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

12. **Security Deposit**

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