



## **HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM OWNER / LANDLORD INFORMATION**

The Housing Choice Voucher (Section 8) Program provides rental assistance to low-income families while allowing the Landlord to maintain the Tenant / Landlord relationship as it would be in the unassisted rental market. This packet will provide you with some basic information about landlord participation in the program. For more general program information, please visit our website at [www.hacosantacruz.org](http://www.hacosantacruz.org).

### **HOW TO LEASE YOUR UNIT TO AN HCV (SECTION 8) PARTICIPANT**

The Housing Authority of the County of Santa Cruz can not provide you with applicants or participants for your vacant units. However, if you are interested in participating in the HCV (Section 8) program as a landlord, you may list your vacant units on our Rental Referral List, by calling us at (831) 454-9455 Ext 318. Also, you can advertise in the newspapers that you will accept HCV (Section 8) participants, to help attract tenants to your rentals. You can only participate in the HCV program if one of our applicants or participants contacts you and requests to transfer their housing assistance to your rental unit.

### **TENANT SCREENING**

Please be aware that owners are responsible for screening and selecting tenants as they would in the unassisted rental market. The Housing Authority only determines that the tenant is income eligible for the program. We do not screen program participants to look for “good tenants”.

Due to confidentiality restrictions, the Housing Authority can tell you very little about your prospective tenant. However, federal regulations require that we release the tenant’s current address and the name and address of the tenant’s current and prior landlord to assist in the tenant screening process, if requested by prospective landlords. If you desire this information, please complete the attached Request to Release Information Form and submit it to the Housing Authority.

### **LANDLORD / TENANT LEASE**

Landlords are required to use their own lease. HUD requires that the landlord / tenant lease contain information about the dwelling unit, utility responsibility and a HUD Tenancy Addendum. The Housing Authority will supply the Addendum containing all required items for incorporation in your lease. In order to easily add this addendum to your standard lease, the Housing Authority will prepare the document for signature along with the other contract documents. Within the body of your lease, you must include reference to the HUD Tenancy Addendum. Suggested wording: “*HUD Tenancy Addendum is incorporated in this lease.*” You must also supply a copy of your lease to the Housing Authority. This can be done when you complete the paperwork that will be sent to you after the unit has been approved for the program.

### **STEPS INVOLVED IN THE LEASE UP / CONTRACT FINALIZATION PROCESS**

After screening and selecting your potential tenant, you must complete a Request for Tenancy Approval form (provided by the Housing Authority to the tenant). Upon submittal of this form, the requested rent is reviewed to ensure that it does not exceed maximum program rent. If the requested rent is within our allowable range, then the Housing Authority will schedule the unit for an initial Housing Quality Standards inspection. If the tenant moves into the unit before it passes this inspection, the tenant is responsible for full rent to the owner prior to the date the unit passed inspection.

Once the unit passes inspection (or a re-inspection if there are fail items), the unit is approved for the program and the Housing Assistance Payment (HAP) contract can be finalized. The HAP contract (sample attached) is a contract between the landlord and the Housing Authority. This contract sets forth the terms of payment to landlords who participate in the Section 8 Housing Choice Voucher program. The Housing Authority will prepare the HAP Contract and a required HUD Tenancy Addendum, based on information provided in the Request for Tenancy Approval. Please note that if there are any differences between the information in the Landlord / Tenant Lease, and the HUD Tenancy Addendum, the HUD Tenancy Addendum will supersede the lease.

Once all documents have been signed and returned, payments will begin. Payment will be retroactive to the date that all of the following items were completed:

- The unit passed inspection.
- The lease was signed by both Tenant and Landlord.
- The Tenant occupied the unit.

## **SECURITY DEPOSIT**

Under the HCV (Section 8) program, the landlord may collect a security deposit equivalent to that collected in the private market. This amount must be entered on the Request for Tenancy Approval form.

If the tenant leaves without notice or damages the unit, the landlord may use the deposit for unpaid rent or to make the necessary repairs. If the deposit is insufficient, the landlord may claim the balance from the tenant. The landlord may not claim the balance from the Housing Authority.

HCV (Section 8) rental assistance programs have no provision to pay for security deposits to the landlord. Any rent that the tenant owes before the Housing Assistance Payment (HAP) is executed by the Housing Authority is the tenant's responsibility. The Housing Authority cannot pay retroactive rent.

## **NON-DISCRIMINATION AND ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

For information about pertinent laws and regulations which mandate non-discrimination and accessibility in federally funded housing and non-housing programs for persons with disabilities, please see HUD's notice (PIH 2010-26), available on the landlord page of our website at [www.hacosantacruz.org/landlordsjoininghcv.htm](http://www.hacosantacruz.org/landlordsjoininghcv.htm).

## **HOW TO CONTACT THE HOUSING AUTHORITY**

Write:           Housing Authority of the County of Santa Cruz  
                    2160 41<sup>st</sup> Avenue  
                    Capitola, CA 95010-240

Telephone:   (831) 454-9455  
Fax:           (831) 469-3712  
TDD:          (831) 475-1146

Hollister/San Juan Bautista: (831) 637-0487

If you still have questions about the program, please visit our website at [www.hacosantacruz.org](http://www.hacosantacruz.org).

# Landlord Introduction Q&A

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

Jul 22

## An Overview of the Housing Choice Voucher (HCV) Program for Landlords of Rental Units

### We offer many landlord-friendly services:

- ✓ Direct deposit of Housing Authority rent checks.
- ✓ Prompt and consistent Housing Authority payments.
- ✓ Market-comparable rent levels.
- ✓ Flexible lease terms.

### How does the program work?

The Housing Choice Voucher (HCV) program provides rental assistance to low-income individuals and families, who select their own rentals from units on the private market. **We do not assist the unit—we assist the family who rents the unit.**

- ✓ The family pays about a third of their income in rent to the landlord, and we pay the rest, up to a certain limit, directly to the landlord.
- ✓ Each rental unit must pass an initial and annual inspection.
- ✓ The landlord uses his/her own lease with our addendum. Month-to-month leases are acceptable.
- ✓ Rent increases are permitted as long as the total rent is no more than our “reasonable rent” standard.
- ✓ The landlord can leave the program at the end of any lease term. The HCV program does not require notice to the tenant, however, state law may require it.
- ✓ The landlord can charge a market-rate security deposit in accordance with his/her practices and state law.

### Can I get my current tenant on the program?

We assist people who are already on our waiting list. You can encourage tenants to apply, but there will be a lengthy wait, typically years.

If one of your tenants is issued a voucher, he/she has the option of remaining in your unit if you would like to participate in the program.

### Does the Housing Authority screen the tenants?

The Housing Authority screens for program eligibility. We do not screen to see if they will be a good tenant. We check income eligibility and legal immigration status. We conduct registered sex offender checks and may deny certain violent or drug-related criminals if the information is disclosed to us.

However, these are minimal standards. We encourage landlords to screen tenants as they would do with their non-subsidized tenants.

**Remember, this is your tenant. Screen them as you would any other tenant.**



Questions? Call our Leasing Specialist,  
Eric Johnson 454-5917, email  
[leasing.specialist@hacosantacruz.org](mailto:leasing.specialist@hacosantacruz.org) or  
or visit us online at [www.hacosantacruz.org](http://www.hacosantacruz.org)



2160 41<sup>st</sup> Avenue, Capitola, CA 95010 Open M-TH 8-4:30, Closed Fridays  
For our business office or para información in español: 831 454-9455  
Program rules are subject to change. Use this as general guidance only.

TDD: 831 475-1146

# Landlord Introduction Q&A cont'd

Housing Authority of the County of Santa Cruz , also serving Hollister and San Juan Bautista

Jul 22

## Welcome to the Housing Choice Voucher Program

### A Housing Choice Voucher tenant has applied to rent my unit. What next?

The tenant will give you a Request for Tenancy Approval (RTA) to complete. We will review the RTA, negotiate the rent with you, and schedule an inspection. See our "Inspection Q&A."

After the unit passes inspection, the RTA is approved, and the contract is signed, the tenant is authorized to move in. **Your first rent check will arrive after all paperwork is processed.**

If the tenant moves in early, we will not start paying our portion of the rent until these steps are complete. The tenant would be responsible for the entire rent amount.

### What if I Have a Problem with a HCV Tenant?

This is your tenant, like any other tenant. You can take any action, up to and including eviction, in accordance with the law and the terms of your lease. Please consult an attorney or apartment association before taking action, and copy us on any notices of lease violation.

### How Much Rent Can I Collect?

The rent that you can collect under the HCV program is based upon:

✓ The "reasonable rent" for your area and your unit type. We base this rent on our own market studies. Landlords can submit their own "comparable rents" for us to consider in determining the reasonable rent.

✓ The rent the landlord charges for comparable unassisted units. In other words, you cannot collect more from the HCV program than you would from any other renter.

✓ Our staff will work with you to determine the allowable rent for your unit.

**You are responsible for collecting the tenant's portion of the rent**, which is based on the family's income. The tenant pays between 30-40% of his/her income in rent. After the initial lease term, the tenant may pay more than 40% with Housing Authority approval. **We must approve the total rent you collect, including rent increases.**

### Can I list my vacant units with the Housing Authority?

Yes! We provide free rental listings on our website and in printed listings that we give to voucher holders who are searching for a place to rent.

To list a unit, visit the Landlords section of our website or call our Info Line. Also, you can state in your own rental ads that you will accept Housing Choice Vouchers.



### Need More Info?

Visit our website or call our Info Line for more resources, such as:

- ✓ Request for Tenancy Approval Form (RTA)
- ✓ Free Rental Listing Service
- ✓ Inspection Q&A & checklist
- ✓ Online Rent Calculator
- ✓ Direct Deposit and Other Forms for Landlords

**Leasing Specialist: 831 454-5917**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

# Inspection Q&A

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

May 21

## Tips for getting ready for your inspection:

- ✓ For move-in inspections, make sure the power and water is on and the unit is clean and vacant.
- ✓ For annual or biennial inspections, make sure that an adult is present, the unit is clean and everything is working as designed to work.
- ✓ We recommend - but don't require - that both the landlord and the tenant attend the inspection.
- ✓ Review our HQS Inspection Checklist and try to make repairs before the inspection to avoid delays.

## Information About Housing Authority Inspections

### What is the purpose of the inspection?

The purpose of the inspection is to ensure that units we assist are "decent, safe, and sanitary." These standards are called Housing Quality Standards, or HQS, and are not the same as building codes.

We encourage review of our **HQS Inspection Checklist** in detail before the inspector arrives. If minor repairs can be taken care of before the inspection, there is a better chance that the unit will pass right away. Only one re-inspection is allowed, and only if the voucher has not expired or is not about to expire.

The Inspection Checklist can be obtained from our website or by calling our Info Line to request one.

It is the landlord's responsibility to correct inspection violations. The landlord may follow state law in charging the tenant for tenant-caused damages. We encourage tenants to keep their homes in good condition and report maintenance problems to the landlord promptly. Tenant-caused damage, beyond normal wear-and-tear, can result in termination from the program.

### When must a unit be inspected?

The federal government requires the Housing Authority to inspect all units assisted through the Housing Choice Voucher program, as well as most other programs it administers.

A unit must be inspected before move-in and biennially thereafter or by special request

### What if the unit fails inspection?

For initial move-in inspections, the results are usually available by phone on the afternoon of the day following the inspection. If the unit fails, we will send the landlord a letter listing the corrections that need to be made. Once the landlord has made the repairs, he or she must call us to schedule a second inspection. If the unit fails again, we advise the tenant to look for another unit.

For annual or biennial inspections, landlords are given a deadline to complete repairs and reschedule an inspection or complete a self certification form that all repairs have been taken care of. If repairs are not completed by the deadline, the Housing Authority will stop payments to the Landlord.



**Questions? Call our Info Line at 454-5955  
or visit us online at [www.hacosantacruz.org](http://www.hacosantacruz.org)**

2160 41<sup>st</sup> Avenue, Capitola, CA 95010 Open M-TH 8-5,  
Closed Fridays

For our business office or para información in español: 831 454-9455  
Program rules are subject to change. Use this as general guidance only.



TDD: 831 475-1146

# Inspection Q&A cont'd

Housing Authority of the County of Santa Cruz, also serving Hollister and San Juan Bautista

May 21

## More About Initial and Annual Inspections

### Can the tenant move in before a unit passes inspection?

The tenant will have to pay the full rent if he/she moves in before the unit passes inspection, a lease is signed, and the Housing Authority contract is signed.

#### **The rent is not retroactive.**

Housing Authority rent begins the day the unit passes inspection, or the effective day of the lease, whichever is later, provided paperwork is complete.

If the landlord does not make the necessary repairs or changes his/her mind about signing the contract, the tenant would have to find another place to live.

**For this reason, tenants should ensure that they have enough time on their vouchers to look for other units.**

### Can you inspect a unit before the landlord has found a tenant to see if it will pass?

We cannot inspect a unit until a tenant turns in an RTA. You can use our **HQS Inspection Checklist** to identify failed items.

### What does the inspection cover?

Please see our **HQS Inspection Checklist** for a more detailed description of what the inspection covers. In general, the inspector will be looking for:

- ✓ A working smoke detector on each floor.
- ✓ A clean and working stove and refrigerator. (Tenants can provide their own appliances.)
- ✓ A safe and adequate heating system.
- ✓ A working water heater with a proper discharge line on relief valves.
- ✓ Exterior doors that lock and provide a weather-tight fit. Interior keyed locks are not permitted.
- ✓ Hot and cold running water with no leaks.
- ✓ No evidence of roach or vermin infestation.
- ✓ No peeling paint or mold.
- ✓ Clearly marked address.

- ✓ Proper ventilation in bathrooms, window or vent
- ✓ No electrical hazards, including missing, cracked or broken cover plates. GFI's must test properly.

**This is only a partial list, and standards may change over time.**

**Remember that all utilities must be on, and the unit must be move-in ready, at inspection time.**



### Need More Info?

Visit our website or call our Info Line to get more information, including:

- ✓ HQS Inspection Checklist
- ✓ Housing Search Q&A
- ✓ Transfer Q&A
- ✓ Landlord Introduction Q&A

**Info Line: 831 454-5977**

**Website: [www.hacosantacruz.org](http://www.hacosantacruz.org)**

## Housing Quality Standards (HQS) Inspection Checklist

This checklist is provided as a courtesy and is not all-inclusive. It is provided to give you an idea of some of the items an inspector will check for during an inspection. There may be other items not listed which may fail a unit inspection.

- ☐ Unit must be *MOVE IN READY* at inspection time.
- ☐ All of the major utilities *MUST BE ON* for inspection. (i.e., electricity, gas, and water)
- ☐ The unit must have a cooking stove and oven that is clean and in proper working condition. All burners must function as designed without the use of incendiary devices (i.e., matches, lighters, etc).
- ☐ The refrigerator must be clean and in proper working condition.
- ☐ The unit must contain a safe heating system that provides adequate heat for the unit size. A wood stove as a primary source of heat is not acceptable.
- ☐ The water heater (gas or electric) must be in proper working condition and properly vented. A temperature pressure release valve (TPRV) must be in place with a discharge line extending within 12" above the floor or ground OR extending to the exterior.
- ☐ The unit must have at least one properly working, testable and correctly installed smoke detector on each floor level.
- ☐ All exterior entry doors must be lockable and must provide a weather tight fit. (i.e., no visible light around the door when closed)
- ☐ The unit must be free from infestation of roaches or other vermin.
- ☐ The unit may not have electrical hazards of any kind. (i.e., non-testing or non-functional Ground Fault Circuit Interrupter (GFCI), missing or broken cover plates, hanging fixtures, exposed wiring etc).
- ☐ All windows throughout unit must function as designed. (i.e., lockable, no cracked or missing panes, vertically windows must stay up and open without the use of props, must have a weather tight fit)
- ☐ Unit must have hot and cold running water with adequate pressure, all plumbing fixtures must work as designed with no water leaks or stoppages.
- ☐ All interior ceilings and walls must be in reasonably good condition, free from holes and mildew.
- ☐ All floors and floor coverings must be free of any tripping hazards and weak sub floors. (i.e., raised edges, open seams or tears, exposed tack strips etc)
- ☐ No peeling, cracking or loose paint anywhere inside or outside of the unit if a child under the age of six resides or is expected to reside in the unit. (Applies to units built prior to 1978)
- ☐ No excessive debris in or around unit and grounds around unit must be reasonably clean and free of any hazardous conditions.
- ☐ Site address must be clearly posted and visible from a passing vehicle. Multi unit properties must have unit numbers/letters post on or near main entry door.







## REQUEST TO RELEASE TENANT INFORMATION TO PROSPECTIVE LANDLORD

When requested by a prospective landlord, the Federal regulations require the Housing Authority to release specific tenant information to assist in the tenant screening process. Requests for tenant information for purposes other than initial screening may not be honored.

You as the prospective landlord must complete this form to obtain the information being requested. This form must be submitted to the Housing Authority. Once this request is received, the Housing Authority will review the request to determine that it is for screening purposes only. If you are requesting information for a tenant you now house, the request will be denied. Once the information has been made, the information will be mailed to you.

The Housing Authority is only able to release the following tenant information:

- Current tenant address
- Name and address of tenant's current and prior landlord(s), if known.

Prospective Landlord Name (Printed)

Landlord Mailing Address (Street)

X

Prospective Landlord's Signature

City, State, Zip Code

I, the above-listed landlord, am requesting the Housing Authority provide tenant information on:

Prospective Tenant Name (Printed)

Tenant Social Security Number

For the purpose of renting the following address:

Street

City

### HOUSING AUTHORITY USE ONLY

Request reviewed by: \_\_\_\_\_

FOR: Tenant Name: \_\_\_\_\_ Reference Number: \_\_\_\_\_

#### INFORMATION TO BE SUPPLIED:

Current Tenant Address: \_\_\_\_\_

Current Landlord: \_\_\_\_\_

Current Landlord Address: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_

Previous Landlord Address: \_\_\_\_\_

#### HOUSING AUTHORITY COMMENTS:

☐ No match found for listed tenant name: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Information Approved by: \_\_\_\_\_

Date Requested Information Mailed : \_\_\_\_\_





GoSection8.com

## PROPERTY LISTING FORM

By Faxing this form to (561) 416-9848 your 30 day free listing will appear online at **GoSection8.com** and on your local housing authority website within 1-3 business days. To advertise your property immediately, go to **GoSection8.com**. Fields with an \* are required. **PLEASE PRINT CLEARLY**

### LANDLORD CONTACT INFORMATION

\*First Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
\*Email: \_\_\_\_\_  
\*Primary Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Alternate Telephone Number: (\_\_\_\_) \_\_\_\_\_

### PROPERTY LOCATION (STEP 1)

\*Address: \_\_\_\_\_  
\_\_\_\_\_  
Unit Number: \_\_\_\_\_  
\*City: \_\_\_\_\_ \*State: \_\_\_\_\_  
\*Zip: \_\_\_\_\_  
County: \_\_\_\_\_

### PROPERTY INFORMATION (STEP 2)

*Rent Amount: \$ _____	*Security Deposit: \$ _____ <input type="checkbox"/> Negotiable	*Bedrooms: ____  *Baths: ____	*Date Available: ____/____/____	*Square Footage: _____  *Yr Built: ____	Pets Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No  Lot Size: _____
*Property Type: <input type="radio"/> House <input type="radio"/> Townhouse/Villa <input type="radio"/> Apartment <input type="radio"/> Condo <input type="radio"/> Mobile Home <input type="radio"/> Row House <input type="radio"/> Duplex <input type="radio"/> Triplex <input type="radio"/> 4Plex (Check one)					

### AMENITIES AND ACCESSIBILITY (STEP 3)

<b>Indoor:</b> <input type="checkbox"/> Ceiling Fans <input type="checkbox"/> Furnished <input type="checkbox"/> Fireplace <input type="checkbox"/> Cable Included <input type="checkbox"/> Security System	<b>Laundry Type:</b> <input type="checkbox"/> W/D Hook-ups <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Onsite Laundry <input type="checkbox"/> Washer/Dryer	<b>Heat Type:</b> <input type="checkbox"/> Baseboard <input type="checkbox"/> Space <input type="checkbox"/> Boiler <input type="checkbox"/> Central <input type="checkbox"/> Heat Pump <input type="checkbox"/> None <input type="checkbox"/> Radiator <input type="checkbox"/> Window/Wall	<b>Kitchen:</b> <input type="checkbox"/> Dishwasher <input type="checkbox"/> Stove <input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave	<b>Outdoor:</b> <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Gated Community <input type="checkbox"/> Lawn Care Included <input type="checkbox"/> Trash Removal Included <input type="checkbox"/> Fenced Yard	
<b>Parking:</b> <input type="checkbox"/> 1 Car Carport <input type="checkbox"/> Unassigned <input type="checkbox"/> 2 Car Carport <input type="checkbox"/> Assigned <input type="checkbox"/> 1 Car Garage <input type="checkbox"/> Driveway <input type="checkbox"/> 2 Car Garage <input type="checkbox"/> Street <input type="checkbox"/> 3 Car Garage <input type="checkbox"/> None	<b>Exterior:</b> <input type="checkbox"/> Balcony <input type="checkbox"/> Deck <input type="checkbox"/> Patio <input type="checkbox"/> Porch	<b>Other:</b> <input type="checkbox"/> Age Restricted <input type="checkbox"/> Pest Control Included	<b>Utilities: (Electric Paid By)</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<b>Heating Fuel:</b> <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane	<b>Heating Fuel Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner
<b>Water Type:</b> <input type="checkbox"/> Well Water <input type="checkbox"/> City Water	<b>Water Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<b>Hot Water Fuel Type:</b> <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane	<b>Hot Water Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<b>Cooking Fuel Type:</b> <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane	<b>Cooking Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner
<b>Sewer Type:</b> <input type="checkbox"/> Septic Tank <input type="checkbox"/> Public Sewer	<b>Sewer Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<b>Cooling Type:</b> <input type="checkbox"/> Central <input type="checkbox"/> None <input type="checkbox"/> Window/Wall	<b>Cooling Paid By:</b> <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	<b>Accessibility:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Description:</b> _____ _____	

For immediate assistance call 1-866-466-7328 By submitting this form I affirm that I am at least 18 years of age and have read and agree to GoSection8.com terms of use and privacy policy located at: [gosection8.com/Main/terms\\_of\\_use.aspx](http://gosection8.com/Main/terms_of_use.aspx)



**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. 04/30/2018)**

**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

**Part A of the HAP Contract: Contract Information**

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

**1. Contents of Contract** This

HAP contract has three parts:

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

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

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

**7. Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

The owner shall provide or pay for the utilities 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	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Cooking	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Water Heating	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:****Public Housing Agency**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

**Owner**

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

**Mail Payments to:**

Name

Address (street, city, State, Zip)

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

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

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

**1. Purpose**

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

**2. Lease of Contract Unit**

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

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

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

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

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

**4. Term of HAP Contract**

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



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

## 5. Provision and Payment for Utilities and Appliances

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

## 6. Rent to Owner: Reasonable Rent

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

## 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

### c. Amount of PHA payment to owner

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

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

### e. Limit of PHA responsibility.

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

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

## 8. Owner Certification

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

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

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

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

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

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

criminal activity or any violent criminal activity.

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

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

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

#### 12. Exclusion of Third Party Rights

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

the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

the Fair Housing Act or other Federal equal opportunity requirements.

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

**15. 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.

Sample

**Housing Assistance Payments Contract U.S. Department of Housing  
(HAP Contract) and Urban Development**  
**Section 8 Tenant-Based Assistance** Office of Public and Indian Housing  
**Housing Choice Voucher Program**

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**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

- a. **Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b Utilities and appliances**

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

**c Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

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

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

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

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

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

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

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

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

(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 owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **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.

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 a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

### 16. Notices