



Empowering people, transforming lives

Dear Property Owner or Manager:

I would like to thank you for your interest in the Housing Choice Voucher (HCV) Program. This package has been prepared in appreciation of your interest in participating in WNCSOURCE's Rental Assistance Program and to help you understand more about the program.

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the HCV program. The funding also comes from HUD. Your participation in the program is voluntary. Many low-income families in our community rely on owners like you, who are willing to participate in the program. In Henderson and Transylvania Counties, there is a shortage of decent and affordable housing. The subsidy of this program enables families to rent in many different neighborhoods. Participant families include elderly persons, disabled persons, and working families who do not earn enough to keep pace with rising rental housing cost.

It is WNCSOURCE's goal to provide excellent service to the families and owners who participate in the HCV program. We will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Federal regulations are not always easy to understand; therefore, we encourage you to contact a Housing Specialist to assist you when you have questions.

We look forward to working with you and truly appreciate your willingness to consider assisting a low-income family secure decent and affordable housing in our community.

Sincerely yours,

A handwritten signature in black ink that reads "Robert Hooper". The signature is fluid and cursive, with a large loop at the beginning.

Robert Hooper  
Director of Housing Programs

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WHAT IS HOUSING CHOICE

VOUCHER RENTAL

ASSISTANCE?

I.

## **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

The Section 8 Housing Choice Voucher Program (HCV) is a rent subsidy program funded by the Department of Housing and Urban Development (HUD). The program enables very low-income families to obtain standard housing. To be eligible, an applicant individual or family must be very low-income, defined as below 50% of area median. Annual income limits are posted on the WNCSource.org website. Families/individuals are expected to contribute 30% of adjusted monthly income toward rent and utility expenses; the balance, up to established ceilings called Payment Standards, is subsidized. Each unit is inspected to ensure that the unit meets HUD's minimum Housing Quality Standards (HQS) (HUD's inspection form can be found at:

<https://www.hud.gov/sites/dfiles/0CHC0/documents/52580A.PDF>) before a lease and Housing Assistance Payment (HAP) contract are signed. The assisted families' circumstances are reviewed annually to determine whether their incomes still permit them to qualify for assistance under the program and to adjust the family's portion of the rent.

Units are re-inspected annually to ensure compliance with HQS. We are currently funded to assist approximately 651 families in Henderson (~451 households) and Transylvania (~200 households) Counties. A listing of affordable rental units in the community is posted on our website and made available to the general public through the department.

### **The Family Self-Sufficiency Program (FSS)**

The Family Self-Sufficiency Program (FSS) The Family Self-Sufficiency Program (FSS) enables families in the HCV program to progress, with case management, from dependency to independence of Governmental assistance while escrowing money which can ultimately be used as a down-payment for homeownership or other life-improving purposes. We have 40 slots available.

#### **About The Staff**

This department includes: Housing Director, Housing Specialists, and the FSS Coordinator and serves Transylvania and Henderson Counties.

FUNDING SOURCE: Department of Housing and Urban Development (HUD)



## **STEPS TO BECOME A PARTICIPATING LANDLORD**

- Find an eligible tenant (i.e. a Housing Choice Voucher holder).
- Approve the tenant for your unit (do your own screening process).
- Complete the Request for Tenancy Approval form and submit to WNCSource along with a sample copy of your lease.
- WNCSource reviews proposed unit for affordability and comparability.
- WNCSource schedules a HUD Housing Inspection with a qualified inspector. Landlords are encouraged to be present during the inspection.
- Once the unit passes inspection, the lease and assistance may begin. Collect the security deposit and present WNCSource with a signed copy of the lease. Prorate first month's rent if necessary.
- WNCSource prepares the Housing Assistance Payment (HAP) contract for signature by the landlord/property manager. HAP payments begin the following month with any prorated amounts included in this initial payment.



# HOUSING CHOICE VOUCHER FACTS

## WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies [PHAs] that receive federal funds from the U.S. Department of Housing and Urban Development (HUD). This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program. A brief summary of each party's role is below:

**HUD:** HUD provides funds to allow PHAs to make housing assistance payments on behalf of the HCV tenants. HUD also pays the PHA a fee for the costs of administering the program. HUD monitors PHA administration of the program to ensure program rules are properly followed.

**Public Housing Agency:** The PHA administers the HCV program locally and provides the HCV tenant with the housing assistance. The PHA must examine the tenant's income, household composition and ensure that their housing unit meets minimum housing quality standards. The PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family.

**Landlord:** The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. The Landlord enters into a lease agreement with the tenant.

**Tenant:** When a tenant selects a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

**Rent:** The PHA determines a payment standard that is between 90% and 110% of the Fair Market Rents regularly published by HUD representing the cost to rent a moderately-priced dwelling unit in the local housing market. The housing voucher tenant must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard, the tenant required to pay the additional amount.

### HCV Households

- **8.5 years** is the average household time in the program
- **28.1%** are elderly (older than 62)
- **26%** are non-elderly disabled
- **44.7%** are single person
- **Over 73,000 HCVs** are designated for Veteran Affairs Supportive Housing

### HCV Unit Type\*

- **25.1%** are single family detached
  - **11.5%** are semi-detached
  - **17.4%** are rowhouse/townhouse
  - **33.5%** are low-rise buildings
  - **10.1%** are high-rise buildings
  - **2%** are manufactured homes
- Does not include MTW agency data*

### HCV Unit Location

- **59.2%** are in central cities
- **37.6%** are in suburbs
- **3%** are in rural areas

*The data in this document is current as of December 2019.*

Revised July 2020



# INTERESTED IN BECOMING A HOUSING CHOICE VOUCHER (HCV) LANDLORD?

The role of the landlord in the HCV program is to lease decent, safe, and sanitary housing to a tenant at a reasonable rent. The housing unit must pass the program's housing quality standards (HQS) and be maintained up to those standards as long as the owner receives housing assistance payments [HAPs].

## 1. CONTACT YOUR LOCAL PUBLIC HOUSING AUTHORITY (PHA)

Landlords who would like to rent to voucher holders should contact their local PHA(s). The PHA may provide you details on the local process and the method for posting your vacant units. The PHA may also share locally used websites or platforms for advertising available rental units. Use the following link to find your local PHA's contact information: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/pha/contacts](https://www.hud.gov/program_offices/public_indian_housing/pha/contacts).

## 2. SELECT A TENANT

The PHA admits eligible families to its HCV program. Select and approve one of these voucher holders based on your own rental criteria, then fill out the voucher holder's Request for Tenancy Approval form. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

## 3. MAKE SURE HOUSING MEETS MINIMUM STANDARDS

An inspector will conduct an HQS inspection. All housing units with HCV tenants must meet the following thirteen (13) HQS performance requirements both at commencement of assisted occupancy and throughout the assisted tenancy:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

## 4. SIGN LEASE AND HAP CONTRACT, AND START RECEIVING PAYMENTS

Once you and the tenant sign a lease and you submit the signed lease to your local PHA, you will receive a HAP contract from the PHA to sign. Once the HAP contract between you and the PHA is executed, you will begin to receive monthly HAPs from the PHA and the remainder of the rent payment from the tenant.

### Resources

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/landlord](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord)

## Security Deposit Information

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WNCSOURCE'S Housing Choice Voucher Program does not assist with security deposits to landlords. There are some organizations in the community that may have available funds. Ask your Housing Specialist for more information.

For purposes of the Rental Assistance Program, the Federal Regulations state:

**24 CFR 982.313 Security Deposits: Amounts owed by tenant.**

- A. "The owner may collect a security deposit from the tenant.
- B. The Housing Agency (HA) may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.
- C. **When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.**
- D. The owner must give the tenant a written 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 refund promptly the full amount of the unused balance to the tenant.
- E. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant."

North Carolina State Law addresses security deposits with the following:

**N.C.G.S. 42-15 Permitted uses of the deposit.**

"Security deposits for residential dwelling units shall be permitted only for the tenant's possible nonpayment of rent, damage to the premises, nonfulfillment of rental period, and any unpaid bills which become a lien against the demised property due to the tenant's occupancy, cost of re-renting the premises after breach by the tenant, costs of removal and storage of tenant's property after a summary ejectment proceeding or court costs in connection with terminating a tenancy. Such security deposit shall not exceed an amount equal to two weeks' rent if a tenancy is week to week; one and one-half month's rent if a tenancy is month to month, and two months' rent for terms greater than month to month. These deposits must be fully accounted for by the landlord as set forth in G.S. 42-52."



# TENANT SELECTION

II.

## LIST OF USEFUL HINTS FOR LANDLORDS

- Always have potential tenant sign a release authorizing a criminal background check. You can seek more local criminal check through the Administrative Offices of the Court.
- Conduct the same type of check for any counties the applicant has resided in for the past ten years, at least.
- Check with the applicant's past landlords (at least the last three).
- Conduct an on-site inspection of the applicant's present home.
- Check with the applicant's present employer. Inquire as to applicant's neatness, dependability, and income to determine if applicant is able to meet financial obligations.
- Find out why the applicant is seeking to re-locate his or her place of residency.
- Check with nearby residents to see what complaints or concerns they may have.
- Have applicant agree to quarterly scheduled inspections of your property.
- Seek assistance in acquiring a lease from your attorney, a local Realtor, or WNCSource.
- Include conditions that prohibit activities such as large crowds congregating, loud noise, excessive late night visits (which could indicate illegal drug activity), willful damage to property, unauthorized inhabitants, illegal drugs, acts of domestic or other types of violent conduct or other activities that could result in arrests, citizen complaints, or neighborhood decline.
- Update your lease at renewal periods.

SOURCE: HENDERSONVILLE POLICE DEPARTMENT

## LANDLORD'S LIST OF RED FLAGS TO WATCH FOR

- Complaints of numerous parties of a loud and boisterous nature.
- Numerous visitors at late night hours (especially short term visits consisting of only a few moments or seconds).
- Excessive vehicular and pedestrian traffic.
- Large and sometimes unruly crowds congregating and stopping passersby.
- Litter consisting of beer and wine bottles and cans (often used to smoke crack cocaine).
- Fights and other acts of disorderly conduct.
- Little or no daytime activity, yet highly noticeable activity during the evenings and early morning hours.
- Numerous complaints from neighbors requiring police response to calls for service.
- Overall decline in property's appearance.
- Curtains always drawn shut.
- Tenants who obtain lease as being single and then invite partners and their children to reside in the home.
- Constantly late in payment of rent with different excuses each time or use of avoidance tactics.

- NOTE:

Police often encounter many similar crimes, problems, signs at residences where drugs are sold or used. This list does not imply that anytime you encounter any of the above that illegal drugs are being sold but it does imply that the landlord/property owner should keep a closer watch to better protect his/her property. Remember that if you suspect there is illegal activity occurring at property owned by you or under your control, you should contact your local law enforcement agency as soon as possible.

SOURCE: HENDERSONVILLE POLICE DEPARTMENT

## WHAT QUESTIONS CAN BE ASKED IN

### TENANT SELECTION?

A housing provider may ask questions and request information designed to determine whether a person meets the basic requirements that govern admission to the rental property. The same information should be requested from all applicants. These inquiries can address such issues as the applicant's ability to pay rent (eg. Income information); past rental and credit history; past behavior regarding disturbances to neighbors, destruction of property, or living or housekeeping habits at prior residences which may be adversely affect health, safety or welfare of other tenants; and past criminal convictions involving crimes of physical violence to persons or property or other criminal convictions which would adversely affect the health, safety or welfare of other tenants.

It is **strongly** recommended that a landlord use an application form for these inquiries. It is also suggested that a landlord visit a prospective tenant's present unit. This visit can indicate the housekeeping habits of a tenant.

EQUAL HOUSING

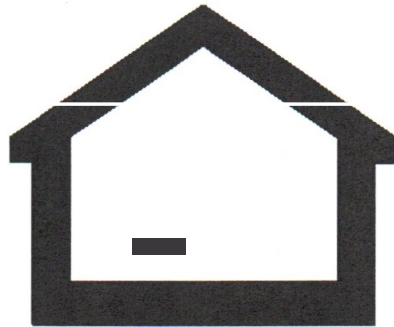
OPPORTUNITY

## **WHAT IS DISCRIMINATION?**

**DEFINITION:** Prejudice against a person because of his/her race, color, creed, religion, sex, national origin, disability, or familial status.

### **Examples of Discrimination:**

- Landlord refusing to rent to a person because of his/her color or ethnic background.
- Landlord refusing to rent to a person because of his/her religion.
- Landlord refusing to rent to a single female with children.
- Landlord asking for more rent and/or security deposit because there are children in the family.
- Landlord refusing to rent to a handicapped or disabled person.



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or  
residential lots

In the provision of real estate  
brokerage services

In advertising the sale or rental  
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

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Anyone who feels he or she has been  
discriminated against may file a complaint of  
housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**

DWELLING

STANDARDS

IV.



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

## 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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure

### **Presence of lead-based paint or lead-based paint hazards (initial one statement below):**

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

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

### **Records and reports available to the lessor (initial one statement below):**

\_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and lead-based hazards in the housing (list documents below).

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

## **Lessee's Acknowledgment (initial one statement below):**

\_\_\_\_\_ Lessee has received copies of all information listed above

\_\_\_\_\_ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

## **Agent's Acknowledgment**

\_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her 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 the signatory is true and accurate.

Lessor \_\_\_\_\_ Date \_\_\_\_\_ Lessor \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

## INFORMATION REGARDING LEAD-BASED PAINT REGULATIONS

The U.S. Department of Housing and Urban Development (HUD) published lead-based paint regulations that took effect on September 15, 2000. The regulation, which is at 24CFR Part 35, requires public housing agencies and landlords to take practical steps to control lead-based hazards in housing units receiving federal assistance.

**The regulation only affects housing units built before 1978 that have a child younger than six years of age residing in the unit.** It requires that a landlord conduct paint stabilization repairs, clearance, and risk assessment tests prior to signing a new lease, and at annual re-inspections when paint defects are cited. HUD has given the local housing agency (WNCSource) the responsibility to ensure that landlords comply with this rule.

HUD requires every landlord to conduct repairs and testing when the following conditions are present:

- a) Whenever there are chipping, peeling, cracking surfaces greater than 2 sq. ft. on the interior and 20 sq. ft. on the exterior of the unit or in common areas, a landlord must use paint stabilization to repair the surfaces. A qualified person who must use safe work practices must do the repairs.
- b) Whenever paint stabilization repairs are completed, a landlord must conduct a clearance test to ensure that no lead dust exists in the unit. A trained or certified inspector must do clearance tests.
- c) Whenever WNCSource is notified that a child with an environmental intervention blood lead level (EIB) is living or plans to live in the unit, a certified risk assessor must do a risk assessment test. A risk assessment means an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards.

HUD has exempted the following properties from the regulation:

- a. Units built after January 1, 1978.
- b. Units exclusively for the elderly or disabled.
- c. Zero bedroom units.
- d. Properties already found to be free of lead-based paint by a certified inspector.
- e. Properties where all lead-based paint has been removed.

For these units, landlords are not required:

- a. To abate the unit.
- b. To use safe work practices or to do clearance inspections on surfaces less than 2 sq. ft. and 20 sq ft. on interior and exterior of the unit.
- c. To do anything if the unit has no visible chipping, peeling or cracking surfaces.

## ADDITIONAL LOCAL HOUSING QUALITY STANDARDS

In an effort to improve the quality of units accepted for rental assistance to our Section 8 families, the Board of Directors of WNCSOURCE adopted the following for inclusion in the Section 8 Housing Choice Voucher Program Administrative Plan:

- 1) All mobile homes with wood-burning stoves inside the unit will be rejected for participation in the Program. Allowed exception would be an added-on room in which a stove was safely and permanently installed with a proper chimney installed. All wood-burning stoves and heaters must be professionally cleaned annually by "certified" chimney sweeps. Verification to be via paid receipt for service to assisted unit.
- 2) For new units, cleaning must have occurred within last 3 months or show a history of annual cleaning. Recertification inspections will consider a history of certified cleanings, if indicated.
- 3) All windows in mobile homes must be in operating order and form a reasonably tight seal when closed (i.e., no windows are to be screwed shut).
- 4) The Housing Inspector and Housing Director will have the ultimate authority to reject "marginal units" for acceptance to participate in the Rental Assistance Program. "Marginal units" are those units which technically pass minimum Housing Quality Standards, but which are in a poor state of condition and/or repair and exhibit repairs/maintenance done in an unprofessional/shoddy manner so that the condition of the unit barely meets minimum standards to pass, but would probably not be passable in 6 months (Examples: a square of vinyl flooring nailed over indoor/outdoor carpeting to cover a hole deemed to be a tripping hazard to an older gentleman who uses crutches; a closet/cabinet door replaced with a piece of paneling cut to fit and hinges and hook and eye added; kitchen cabinet doors and drawers removed when damaged and not replaced/repared; handrails constructed sloppily from scraps of lumber nailed together). A unit may also be considered "marginal" if, upon initial inspection, a mobile home over 10 years old is found to have 10 or more fail items, or a house or apartment over 20 years old is cited for 10 or more fail items.

SUMMARIES OF FAMILY,  
OWNER, AND  
WNCSOURCE RESPONSIBILITIES

## RESPONSIBILITIES OF THE FAMILY

Are specified in the Federal Regulations (24CFR 982), the Housing Voucher (Form HUD-52646), and the Lease.

### The family must:

Supply any information that the HA or HUD determines is necessary in the administration of the program including the submission of required evidence of citizenship or eligible immigration status, "Information" includes any requested certification, release or other documentation;

Supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements;

Disclose and verify social security numbers and must sign and submit consent forms for obtaining information.

- Any information supplied by the family must be true and complete.
- The family is responsible for an HQS breach caused by the family.
- The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
- The family may not commit any serious or repeated violation of the lease.
- The family must notify the HA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- The family must promptly give the HA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by HA. The family must promptly inform the HA of the birth, adoption, or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
- The family must promptly notify the HA if any member no longer resides in the unit.
- If the HA has given approval, a foster child or a live-in aide may reside in the unit.
- Members in the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
- The family must not sublease or sublet the unit.

### The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

The family must not own or have any interest in the unit.

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

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

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

## OWNER RESPONSIBILITIES

Are specified in Federal Regulation (24 CFR 982), in the Housing Assistance Payments Contract (HAP Contract) (HUD-52641), and the Lease.

The Landlord is responsible for the following according to regulations:

- All management and leasing functions, including tenant selection and termination of tenancy
- Enforcing tenant obligations under the lease
- Provision of all utilities and services required under the lease
- Ordinary and extraordinary maintenance
- Rent collection
- Security deposit collection
- Collection of any charges for unit damage by the family
- Provision of information required under the HAP contract

The HAP Contract specifies the following owner responsibilities:

- Use of a PHA-approved lease
- Maintenance of minimum Housing Quality Standards (HQS)
- Leasing the unit only to the family specified in the lease for use solely as their principal place of residence
- Not committing fraud
- Not receiving side payments
- Not receiving payments for a unit in which the family or the HA has an interest
- Adherence to HUD and state/local security deposit procedures and HUD procedures for:
  - Security deposit reimbursement
  - Termination of tenancy
- Permit HA/HUD access to premises and records
- Not transfer the contract without written consent of the HA
- Comply with Equal Opportunity requirements

## WNCSOURCE RESPONSIBILITIES

Regulations (24CFR 982) cover Housing Agency (HA or WNCSOURCE) responsibilities to complete the following program functions.

The HA must comply with the consolidated ACC, the application, HUD regulations and other requirements, and the HA administrative plan.

### **HA must:**

- Publish and disseminate information about the availability and nature of housing assistance under the program
- Explain the program to owners and families
- Seek expanded opportunities for assisted families to located housing outside areas of poverty or racial concentration
- Affirmatively further fair housing goals and comply with equal opportunity requirements
- Make efforts to help disabled persons find satisfactory housing
- Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher or certificate to each selected family, provide housing information to families selected
- Determine who can live in the assisted unit, at admission and during the family's participation in the program
- Obtain and verify evidence of citizenship and eligible immigration status
- Review the family's request for approval of the unit and lease
- Inspect the unit before assisted occupancy and at lease annually during the assisted tenancy
- Determine the amount of housing assistance payment for a family
- Determine the maximum rent to the owner, and whether the rent is reasonable
- Make timely housing assistance payments to an owner in accordance with the HAP contract
- Examine family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information
- Establish and adjust HA utility allowance
- Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action, as determined by the HA, if the owner defaults (e.g., HQS violation)
- Determine whether to terminate assistance to a participant family for violation of family obligations
- Conduct informal review of certain HA decisions concerning applicants for participation in the program
- Conduct informal hearings on certain HA decisions concerning participant families
- Provide sound financial management of the program, including engaging an independent public account to conduct audits
- Administer an FSS program (if applicable)

FORMS AND  
GUIDELINES

VI.





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)



Empowering people, transforming lives

### Property Ownership/Authorization Form

PART I Declaration of Ownership  
PROPERTY ADDRESS: \_\_\_\_\_

I/WE DECLARE THAT THE RECORDED PROPERTY OWNERS ARE:

1. Name. _____	2. Name. _____
Address _____	Address _____
_____	_____
Day Phone _____	Day Phone _____
Email: _____	

PART II Owner's Authorized Agent (manager, realtor, etc., if applicable)  
THE FOLLOWING INDIVIDUAL/AGENCY IS MY/OUR DESIGNATED  
AUTHORIZED REPRESENTATIVE & IS AUTHORIZED TO ACT ON MY/OUR  
BEHALF:

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Day Phone \_\_\_\_\_ Email: \_\_\_\_\_

PART III Rent Payment Instructions  
THE HOUSING ASSISTANCE PAYMENT CHECK (Rent Check) IS TO BE  
COMPLETED AS FOLLOWS:

Payee \_\_\_\_\_ (New Owners Complete IRS W-9 Form)

Address. \_\_\_\_\_

SIGNATURES: OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

**WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department of Agency of the United States as to any matter within its jurisdiction.**

PROPERTY OWNERSHIP Rev. 2022

# WNCSource

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## SECTION 8 LANDLORD CERTIFICATION

RE:

\_\_\_\_\_  
Street Address of Assisted Unit

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### Ownership of Assisted Unit

I certify that I am the legal or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

### Approved Residents of Assisted Unit

I understand that the family members listed on the dwelling lease agreement as approved by WNCSOURCE are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

### Relations

I certify that I and/or 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.

### Housing Quality Standards

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

I understand that **unvented** gas or liquid fuel fired space heaters (includes natural or bottled gas, kerosene or fuel oil, and kerosene heaters) regardless of size, are prohibited for use in any room of the assisted unit.

### Security Deposit and Tenant Rent Payments

I understand that the amount of security deposit and the tenant's portion of the contract rent are determined by WNCSOURCE, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by WNCSOURCE.

### Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant, I am responsible to notify WNCSOURCE immediately, iD. writing.

### Computer Matching Consent

I understand the Housing Assistance Payment Contract permits WNCSOURCE or HUD to verify my compliance with the Contract. I consent for WNCSOURCE or HUD to conduct computer matches to verify my compliance, as they deem necessary. WNCSOURCE and HUD may release and exchange information regarding my participation in the Section 8 program with other Federal and State agencies.

### Administrative and Criminal Actions for International Violations

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments Contract are grounds for termination and participation in the Section 8 Program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law.

\_\_\_\_\_  
Signature of Landlord/Agent

\_\_\_\_\_  
Date

**WARNING--Title 18 US Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or Agency of the United States. State law may also provide penalties for false or fraudulent statements.**

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

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

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

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

**Instructions for use of HAP Contract**

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

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

- Part A Contract information (fill-ins).
- See section by section instructions.
- Part B Body of contract
- Part C Tenancy addendum

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

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

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

1

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

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

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

**7. Initial Housing Assistance Payment**

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

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

8. Utilities and Appliances

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

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

**Signatures**

**Public Housing Agency**

**Owner**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

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

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

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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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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

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

criminal act in connection with the mortgage or loan.

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

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

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

**12. Exclusion of Third Party Rights**

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

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

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

**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

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

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(6)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(6)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

**1. Actual and Imminent Threats:**

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

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

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

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

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

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

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

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

**n. Confidentiality.**

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

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

#### **10. Eviction by court action**

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

#### **11. Owner notice of grounds**

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

#### **12. Lease: Relation to HAP Contract**

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

#### **13. PHA Termination of Assistance**

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

#### **14. Family Move Out**

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

#### **15. Security Deposit**

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

#### **16. Prohibition of Discrimination**

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

#### **17. Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and



regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

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

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

# Request for Rent Increase

**NOTE: The Rent to Owner may not be raised within the first 12 months of the lease or more often than annually thereafter. WNCSource must receive this form at least 60 days prior to your requested effective date. Please submit the completed form via email to [rhooper@wncsource.org](mailto:rhooper@wncsource.org) or FAX to 828/697-4277, or by US Mail to WNCSource-Attn. Housing Director, P.O. Box 685, Hendersonville, NC 28793-0685.**

## 1. Tenant/Landlord Information

Tenant Name: .....

Address of Rental Unit: \_\_\_\_\_  
Street Address Apt. No.

\_\_\_\_\_   
City, State, Zip Code

Name of Owner/Agent: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address Apt. No.

\_\_\_\_\_   
City, State, Zip Code

Phone Number: \_\_\_\_\_  
Home Cell

## 2. UnitType

Check	Dwelling type	Definition
<input type="checkbox"/>	Single family	One family unit.
<input type="checkbox"/>	Duolex	Two units in one building with at lease one unit being on one floor.
<input type="checkbox"/>	Row House	A dwelling unit in a line of dwelling units attached at the side or rear by means of common walls.
<input type="checkbox"/>	Garden/Walkup Apartment/ Multifamily	Building has 2-4 stories.
<input type="checkbox"/>	Manufactured/ Mobile Homes	A house that is assembled in a factory.

## 3. Condition of Unit Pursuant to H S

Excellent  Good  Fair

#### 4. Unit Size

<input type="checkbox"/> Large	<input type="checkbox"/> Medium	<input type="checkbox"/> Small	<b>Square footage</b>
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<b>5. Number of Bedrooms</b>	<b>6. Number of Bathrooms</b>
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#### 7. Age of Unit

Year constructed:	Year Remodeled:
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#### 8. Owner Provided Amenities

Check	Description
<input type="checkbox"/>	Balcony, patio or deck
<input type="checkbox"/>	Cable/satellite TV and/or internet provided
<input type="checkbox"/>	Carpeting
<input type="checkbox"/>	Ceiling fans
<input type="checkbox"/>	Central air conditioning
<input type="checkbox"/>	Close to public transit
<input type="checkbox"/>	Close to shopping
<input type="checkbox"/>	Common Laundry facility outside of unit
<input type="checkbox"/>	Covered Parking
<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Off Street Parking
<input type="checkbox"/>	Handicap Accessible
<input type="checkbox"/>	Hardwood floors
<input type="checkbox"/>	Heat pump
<input type="checkbox"/>	Laminate floor coverings
<input type="checkbox"/>	Large yard/playground
<input type="checkbox"/>	Lawn care provided
<input type="checkbox"/>	Outside storage closet/shed
<input type="checkbox"/>	Range provided
<input type="checkbox"/>	Refrigerator provided
<input type="checkbox"/>	Screened porch
<input type="checkbox"/>	Screened windows/doors
<input type="checkbox"/>	Storm windows/doors
<input type="checkbox"/>	Vinyl floor coverings
<input type="checkbox"/>	Washer/Dryer hookups
<input type="checkbox"/>	Washer/Dryer provided
<input type="checkbox"/>	Window Air conditioning
<input type="checkbox"/>	Working fireplace

**9. Location**

Check	Item
D	Inside city limits
D	<del>Close</del> proximity to city limits
D	Rural - >1 mile from city limits

**10. Owner Paid Utilities**

Check	Item
D	Heating
D	Cooking
D	Other Electric
D	Air Conditioning
D	Water Heating
D	Water
D	Sewer
D	Trash Collection
D	None

**11. Requested Monthly Rent: \$** \_\_\_\_\_

**12. Requested Effective date:** \_\_\_\_\_

**13. Maintenance**

Check	Item
D	On-site maintenance staff
D	Off-site maintenance staff

***By signing below, all parties involved acknowledge the proposed rent increase in accordance with the terms and conditions of the lease agreement. All other covenants, terms and conditions of the lease agreement remain the same.***

\_\_\_\_\_  
**Owner Signature** **Date**

\_\_\_\_\_  
**Tenant Signature** **Date**