



Housing Choice Voucher Program

Owners Information Guide

A General Guide to HCVP Policies, Procedures and Regulations for Landlords, Property Owners and Managers in Cuyahoga County.





Owners Information Guide

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CMHA's Housing Choice Voucher Program provides reasonable accommodations to persons with disabilities so they may participate in our programs, services and activities. If you need an accommodation, including auxiliary aids and/or services, please contact Customer Service at (216) 431-1471 (voice) or 1-800-750-0750 (Ohio Relay Service).

HCVP Contact Information:

The Housing Choice Voucher Program (HCVP) is a large operation.

The best way to reach us with questions is to contact the HCVP Customer Service Team at (216) 431-1471. This team is trained to answer most of the questions they receive. If it is necessary to direct a caller to one of our specialized divisions, Customer Service will make the appropriate referral.



CUYAHOGA METROPOLITAN HOUSING AUTHORITY
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This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. It is distributed with the understanding that the Cuyahoga Metropolitan Housing Authority is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

Dear Owner:

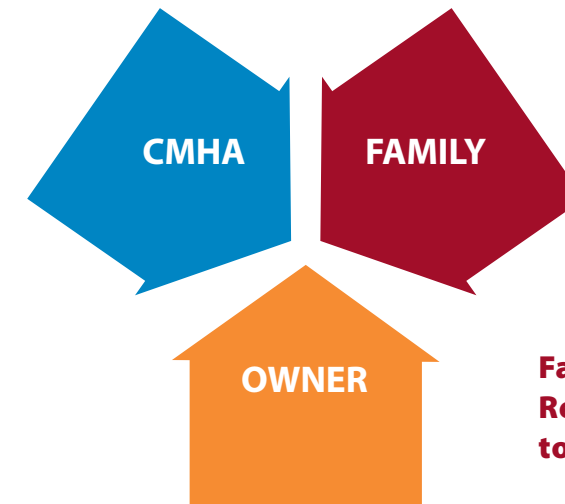
Thank you for your interest in the Cuyahoga Metropolitan Housing Authority (CMHA) Housing Choice Voucher Program. This is a general guide to Housing Choice Voucher Program policies, procedures, and regulations. The Housing Choice Voucher Program is designed to fill the gap between what a family can afford to pay in rent and the actual rent payment. The success of the Housing Choice Voucher Program depends on CMHA being able to contract with property managers and Owners who have quality, affordable rental units. All Housing Choice Voucher Program participants—families and owners—are subject to federal rules and regulations. CMHA will make every effort to inform you of Housing Choice Voucher Program rules, and advise you of how any new or revised rules affect you.

We look forward to you becoming a partner in CMHA's mission to provide affordable housing to low-income families in Cuyahoga County. We invite you to visit our website at www.cmha.net for program information and for a link to list your rental unit on www.HousingCleveland.org. If you have any questions after reviewing the enclosed material, please contact CMHA Housing Choice Voucher Program at (216) 431-1471.

Welcome to the HCVP,

Priscilla Pointer-Hicks, Director
 Housing Choice Voucher Program
 Cuyahoga Metropolitan Housing Authority

**CMHA HOUSING CHOICE VOUCHER PROGRAM'S
 THREE-WAY PARTNERSHIP**



CMHA's Responsibilities:

- Determine Family eligibility for participation in the Housing Choice Voucher Program
- Approve units and leases
- Determine the rental amount for a unit
- Determine a family's portion of rent to owner
- Determine family eligibility annually
- Inspect subsidized unit annually
- Ensure that owners and families comply with program rules
- Provide families and owners with prompt, professional service
- Issue Housing Assistance Payments in a timely manner

Owner's Responsibilities:

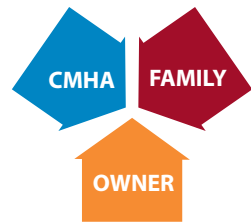
- Screen families who apply to determine their suitability as renters
- Comply with fair housing laws
- Maintain the housing unit by making necessary repairs
- Comply with the terms of the Housing Assistance Payment (HAP) Contract
- Collect the rent due from the Family and comply with and enforce the lease

Family's Responsibilities to the Owner:

- Abide by the terms of the lease
- Pay rent on time and take care of the housing unit
- Provide any utilities which are not furnished by the Owner
- Provide and maintain any appliances which the Owner does not furnish
- The Family is responsible for damages to the unit or premises beyond normal wear and tear which result in a breach of the housing quality standards

I. The Housing Choice Voucher Program

The Housing Choice Voucher Program (HCVP) provides rental assistance to help low-income families afford decent and safe rental housing. Housing Choice Voucher Programs are funded by the United States Department of Housing and Urban Development (HUD), and administered by public housing agencies authorized under Federal or State law to operate housing programs within an area or jurisdiction. The Cuyahoga Metropolitan Housing Authority (CMHA) is a housing agency that administers a Housing Choice Voucher Program throughout Cuyahoga County.



The CMHA HCVP is a three way partnership between **CMHA, the owner of the housing unit, and the family**. CMHA, the Family and the Owner all have responsibilities within the program. Each also has different contractual relationships with each other. (See chart on page 5.)

Housing Choice Voucher Program Owners Help:

- Maintain housing stock in the community
- Foster mobility for low-income families
- Foster stability of neighborhoods, and
- Provide housing in neighborhoods that are safe for children.

CMHA's Right to Disapprove a Unit or Owner:

CMHA is not permitted to approve a unit if:

- CMHA has been notified by HUD that the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.

CMHA also has discretion to disapprove an owner for any of the following:

- The owner has violated obligations under a housing assistance payment contract.
- The owner has committed fraud, bribery, mortgage fraud, or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has not paid state or local real estate taxes, fines, or assessments.



II. Steps to Becoming a Housing Choice Voucher Program Landlord

As an Owner participating in the HCVP, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standard guidelines. The owner is responsible for screening and selecting a tenant, executing the lease, signing the Housing Assistance Payment Contract, collecting a security deposit, and collecting the family's portion of rent.

You can become a Housing Choice Voucher Program Landlord in six simple steps:



STEP 1: ADVERTISE YOUR UNIT

A family must locate a housing unit that meets the program rules. A family may choose to move anywhere within Cuyahoga County, provided the unit meets Housing Quality Standards, the rent is deemed "reasonable" by CMHA and acceptable to the owner.

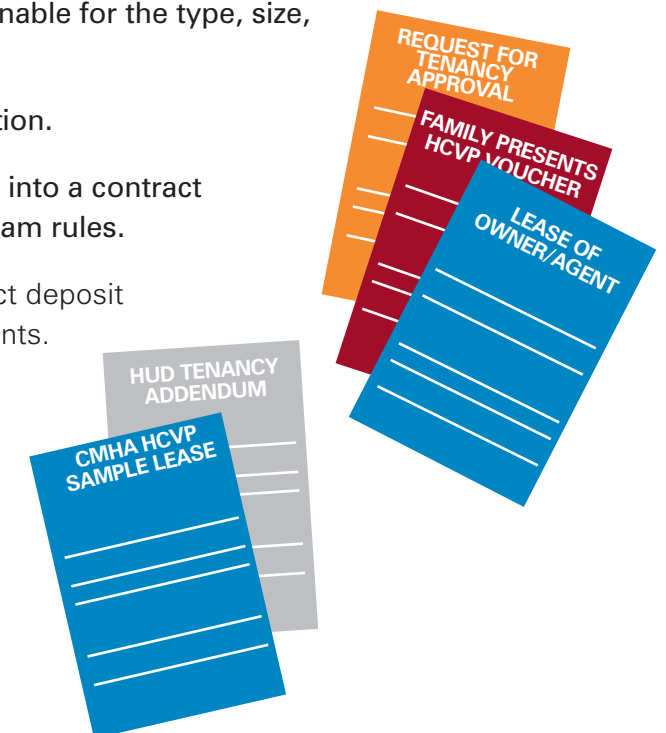
While CMHA does not assist with the marketing of units, you are free to advertise with one or more of the following ways:

1. List your unit on one or more of the following websites:
 - a. Housing Cleveland by visiting www.housingcleveland.org or by calling (800) 428-8844
 - b. Ohio Housing Locator by visiting ohiohousinglocator.org
2. Bring a printed ad to the HCVP offices to place on available bulletin boards.
3. Call the customer service line to get the schedule for Mover's Sessions where landlords are able to advertise to potential tenants currently looking for units.

CMHA will issue the family a voucher. The owner should check the expiration date on the voucher and the bedroom size for which the family is approved. Generally, CMHA's occupancy standards require that two family members share each bedroom in a unit.

For a unit to be approved, it must meet the following requirements:

1. The rent for the unit must be reasonable for the type, size, condition, and location of the unit.
2. The unit must pass an HQS Inspection.
3. The owner must be willing to enter into a contract with CMHA and comply with program rules.
4. The owner is required to be on direct deposit for their Housing Assistance Payments.



STEP 2: OWNER SCREENS AND SELECTS A TENANT

Once a unit is located and the owner finds the family suitable, the Family is required to submit a **Request for Tenancy Approval (RFTA)** packet. The owner should review the family's voucher for bedroom size approval, and complete the RFTA documentation. The owner must also submit a lease to CMHA for approval. The HUD Tenancy Addendum must be attached to all leases submitted by owners. A sample copy of the CMHA model lease is included in the RFTA packet. Owners can obtain additional copies by visiting the CMHA website at www.cmha.net or the HCVP office.

The owner is responsible for screening and selecting a family for tenancy. CMHA certifies that the family is eligible to receive Housing Choice Voucher Program assistance, but the Owner must screen for suitability.

The owner should use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to a Housing Choice Voucher Program family, however, the owner may not discriminate against any prospective tenant on the basis of race, creed, color, sex, religion or national origin or familial status.

Upon request, CMHA will supply a prospective landlord with the family's current address as well as current and prior HCVP landlords' addresses (if applicable).

If the owner determines that the family is suitable, the RFTA documentation must be completed and returned to CMHA. **The tenant will provide the RFTA packet to the owner.** An unsigned lease should be submitted with the RFTA. Once a RFTA is submitted, an inspection will be scheduled to take place within 7-10 days.



According to Ohio law (OH ST s4112.02 (18)(a)), a landlord shall permit, upon request, at the expense of a person with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the person with a disability, if the modifications may be necessary to afford the person with a disability full enjoyment of the housing accommodations.

STEP 3: ATTEND A NEW LANDLORD BRIEFING

All new owners must attend a New Landlord Briefing prior to coming under contract with the Housing Choice Voucher Program. This is a free training class that provides more information about program policies and procedures. This class is mandatory for new landlords who have submitted a RFTA packet to CMHA.

The New Landlord Briefing will provide information and resources to develop a better understanding of the HCVP. Topics will include advertising available units, screening applicants, understanding the RFTA process, security deposits, the inspection process, rent reasonableness, the responsibilities of landlords and tenants, and more.

STEP 4: CMHA APPROVES TENANCY AND UNIT PASSES HQS

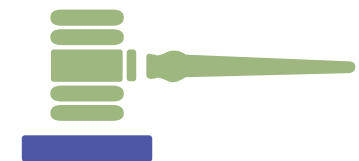
THE LEASE

HUD requires certain language in any lease signed by a Housing Choice Voucher Program tenant. CMHA must review the lease before it is signed.

You must submit your proposed lease, unsigned, with the RFTA paperwork. CMHA will review the lease to ensure that it does not contain any provisions that conflict with Program rules.

The lease must include all the terms of the lease, including length of lease, lease renewal terms, security deposit amount, and total amount of rent to owner for the unit. The HUD Tenancy Addendum will be attached to all leases.

- The lease must:
- comply with State and Local law,
 - initially be for at least one year
 - specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family,
 - remain unchanged unless a lease revision has been approved in writing by CMHA.



UNIT APPROVAL

All units must pass a **Housing Quality Standard (HQS) Inspection** prior to the execution of the Housing Assistance Payment Contract. The unit must also pass the HQS inspection at least annually. Housing Quality Standards are the minimum, nationwide standards established by HUD.

If the unit passes the HQS inspection, CMHA will approve the unit for assistance at the rent CMHA determines to be reasonable. If the unit does not pass the initial inspection, the Owner will be given a reasonable period of time to correct any failed items.

The HQS guidelines and Inspection have been provided at the back of this Information Guide. CMHA encourages Owners to be present for the HQS inspection. In any event, someone over the age of 18 **must** be present, and sign, when the inspection is completed.

STEP 5: HAP CONTRACT AND LEASE SIGNING

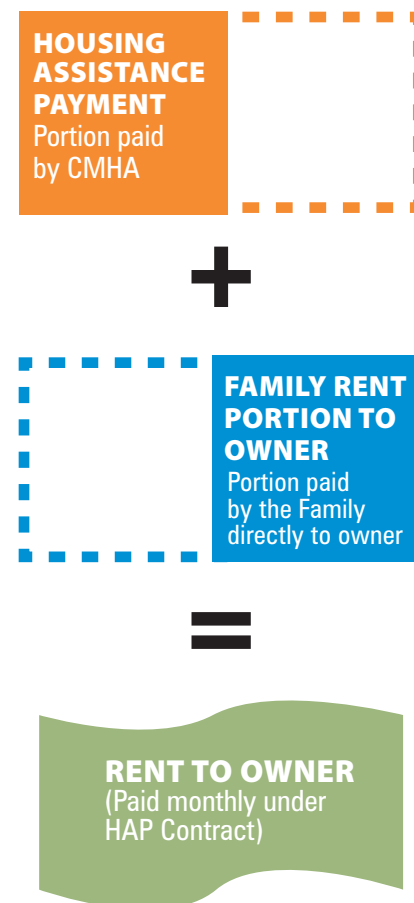
When the unit passes the HQS inspection, and the rent deemed reasonable by CMHA is accepted by the owner, then CMHA will offer the owner a **Housing Assistance Payment Contract (HAP Contract)** and the owner will offer the family a lease.

The **RENT TO OWNER** or Contract Rent, is the monthly rent payable to the Owner under the lease. The Rent to Owner consists of the Housing Assistance Payment plus the Tenant Rent:

The **HOUSING ASSISTANCE PAYMENT** is the monthly assistance payment by CMHA to the owner for rent under the lease.

The **FAMILY RENT TO OWNER** is the amount payable monthly by the family as rent to the owner. Generally, the family pays 30% of their adjusted gross income. However, this amount will vary based on the family's income and responsibility for utility payments.

To determine if the rent proposed by the Owner is reasonable, CMHA is required to compare the proposed rent to rents charged for comparable "unassisted" or unsubsidized units in the area. CMHA will compare location, size, type, amenities, and facilities of the unit with others in the area.



HUD TERMS USED FOR RENT DETERMINATIONS

Utility Allowance

A Utility Allowance is the estimate of the average monthly utilities needed for a household. If all utilities are included in the rent, there is no allowance. Allowances will vary by unit size and type of utilities.

Fair Market Rent (FMR)

HUD-determined figures, which represent the middle value for rents in the area, according to bedroom size. This amount also includes utility costs.

Payment Standards

The maximum HCVP assistance payment for a family is based on the bedroom size of the unit the family is qualified for. CMHA's payment standards are set between 90-110% of FMR.

HOW HCVP DETERMINES RENT

1. Reasonable rent is determined by using information obtained about rents in Cuyahoga County.
2. The landlord's **requested rent** is compared to CMHA's **reasonable rent** adjusted by the estimated utility rates. The lower of these two numbers is the gross rent.
3. The tenant's portion is limited to 30% of their adjusted gross income; or the tenant's portion is 30% plus the amount by which the gross rent exceeds their respective payment standard.
4. A utility allowance is an estimate of the monthly utility expense for a unit based on the structure type and number of bedrooms. A tenant can only be obligated to pay for a utility if the utility is separately metered for the tenant's specific unit. Frequently, a tenant pays for gas and electricity. The tenant can only be made responsible for water in units with separate water meters.



The lease is executed between the owner and the family, and it runs concurrently with the Housing Assistance Payment (HAP) Contract. The HAP Contract is executed between CMHA and the owner. When either contract ends, so does the other.

- The initial term of the lease must be for **at least one year**.
- The lease agreement must specify the renewal terms (e.g. month-to-month, year-to-year).

CMHA will not authorize the family to move during the first year of the lease. After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to CMHA approval.

Rent Adjustments

1. The owner may not request an increase in rent during the initial lease term. After the first year of the lease and annually thereafter, the owner may request a rent adjustment, if stated in the initial lease.
2. Requests for rent adjustments must be made to CMHA and the tenant, in writing. Requests may be submitted no sooner than 60 days prior to the contract anniversary date. All requests for rent increases must have the signed approval of the tenant. If the unit has a year-to-year lease the rent may not change after the year has commenced.
3. The owner should request a reasonable amount. All rent increases are subject to rent reasonableness, which could result in a rent decrease if rates have gone down.
4. CMHA will provide written notice to the owner and the family of any changes in the family's and CMHA's rent amount.

SECURITY DEPOSITS: Families are responsible for paying security deposits if charged by the owner. In the CMHA Housing Choice Voucher Program, the security deposit may not exceed those charged to unassisted tenants (nor the maximum prescribed by state or local laws.)

STEP 6: HOUSING ASSISTANCE PAYMENT (HAP) TO OWNER

Once the HAP Contract and lease are signed, CMHA will make the initial payment and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

CMHA will make Housing Assistance Payments directly to the owner. The owner is responsible for collecting the Family's portion of rent.



STEP 7: REGISTER FOR THE LANDLORD PORTAL

After an owner has become a landlord with the HCVP, they are able to register on the Landlord Portal. This online tool allows owner to access a variety of information regarding their HCVP properties 24-hours a day. Some of the resources available on the portal are:

Inspections

- Accessing failed inspection items within 72-hours of the failed inspection.
- Receiving e-mail and/or text notifications of newly scheduled inspections.
- Submitting an inspection extension requests and viewing the request status.

Contracts and Leases

- Viewing current Housing Assistance Payment Contracts.
- Receiving e-mail and/or text notifications of tenant rent portion changes.

Payment Information

- Accessing payment statements for the previous 2 years.
- Accessing 1099 information for the previous 3 years.

General

- Submitting contact information change requests electronically.
- Submitting both general and specific account questions to the HCVP.

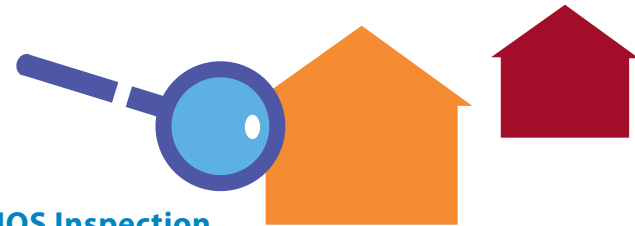
Landlords can register for an account by visiting www.cmha.net/LLportal. Registration is fast and simple. Once an account has been created owners can view their information, export it to Excel, and manage their properties at their own convenience.

III. Annual Requirements of the Housing Choice Voucher Program

HUD requires that the following events take place annually:

Annual Recertification

The family must be recertified to determine continued eligibility for the program and the correct level of assistance based on income and family composition. The owner will receive notice of any change in the Tenant Rent or Housing Assistance Payment.



Annual HQS Inspection

The unit must be inspected and meet Housing Quality Standards (HQS) at least annually. However, an inspection may occur more frequently if a life-threatening violation is reported or if a municipality or tenant requests a special inspection.

If the unit fails an HQS Inspection, the owner must take corrective action within the time period specified by CMHA.

If an HQS violation is life-threatening, the owner must correct the defect within 24 hours. If corrective action is not taken, CMHA will abate (stop) the HAP payment.

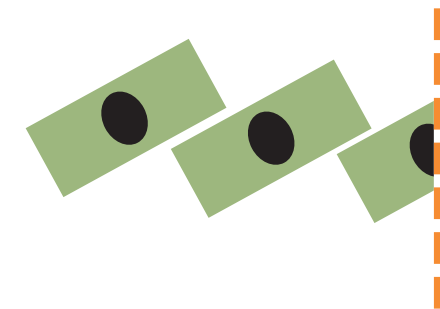
If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days.

If an HQS breach caused by the family is life-threatening, the Family must correct the defect within 24 hours. If corrective action is not taken, CMHA may terminate the family's assistance.

If a unit is non-compliant with HQS for more than 60 days, the HAP Contract may be terminated.

Abatement Means Stop Payment of All Landlord Checks

According to the HAP Contract, the owner is responsible for ensuring that the unit meets HQS during the entire term of the HAP Contract. If at any time it is determined that the unit does not meet HQS, CMHA will notify the owner in writing and provide the owner with a reasonable period of time to make repairs. If the repairs are not made within that time period, CMHA is required to abate payments. If a payment is abated, the Family is still responsible for their share of the rent; however CMHA will not make the HAP payment.



If a unit is abated, HAP payments will not resume until the repairs are made. Furthermore, there will be no retroactive payments for the period of time that the unit was in abatement for non-compliance with HQS. If a unit is in abatement for more than 30 days, the HAP Contract may be cancelled.

Local Housing Codes

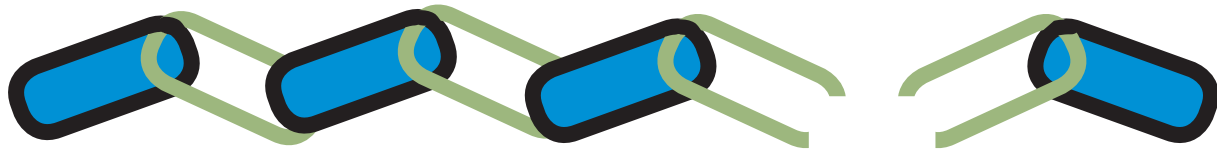
CMHA will conduct an inspection to ensure compliance with HUD's HQS guidelines; however, owners are also responsible for meeting local and state housing codes that apply to rental properties. This means that passing CMHA's inspection is not sufficient to ensure that the rental unit is in compliance with housing laws.

All owners should contact the building department of their municipality to be sure that they are not violating local housing codes. The building department may require a separate inspection and the issuance of a rental permit or Certificate of Occupancy. Each municipality has different requirements, so it is important that owners check with the city in which the unit is located to verify compliance.

If CMHA is notified that a unit has been cited for housing code violations the owner will be required to prove the deficiency has been corrected within 30 days, or the property will be abated. After 30 days of abatement, the HCVP contract may be cancelled.

IV. Lease and HAP Contract Termination

The owner's approved lease and the HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; if the HAP Contract ends, the owner's lease ends. **The HAP Contract terminates if:**



The Owner Evicts the Family

The owner may evict only by instituting a court action. The owner must give the family written notice of grounds for eviction before commencement of the eviction action. The owner must give CMHA a copy of any eviction notice given to a Family.

The Family Terminates the Tenancy

The family may terminate the tenancy any time after the end of the initial term of the lease with proper notice to the owner. Proper notice is defined in the lease.

The Family Moves from the Unit

A family is required to give the owner notice in accordance with the lease terms before moving from the unit. This is usually 30 days. After the initial term of the lease, CMHA will allow a family to move if they have not entered into a new one-year lease. Upon request, a family will be issued a voucher. We will notify an owner if a family returns an RFTA for another unit.

CMHA Terminates the Family's Assistance

CMHA will provide the owner and the family with advance written notice if the family is being terminated from the program. When the family is terminated from the Housing Choice Voucher Program, the HAP Contract automatically terminates. The lease becomes "unassisted."

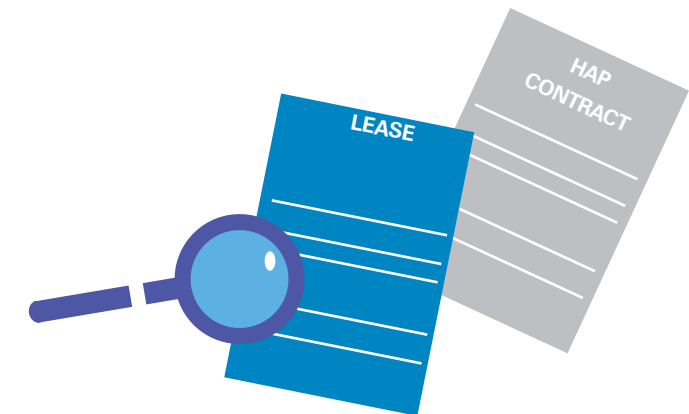
The Owner Terminates the Tenancy

The Owner may terminate the tenancy at the end of the initial term, or any consecutive term with proper notice in accordance with the lease.

The owner may terminate the tenancy during the initial term of the lease (or any extension term) if the family commits serious and repeated violations of the lease; violates Federal, State, or Local law relating to use or occupancy of the unit; demonstrates other good cause for termination, (e.g., history of disturbance of neighbors, destruction of property, etc.); or abuses alcohol in a manner that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

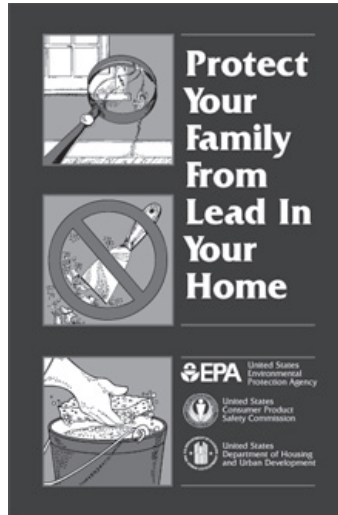
The owner may terminate the tenancy of a family who has engaged in drug-related, violent criminal activity, or other criminal activity on or near the premises that threatened the health, safety, or peaceful enjoyment of other tenants, owner's employees, or residents of the neighborhood.

The owner may terminate tenancy if a tenant is fleeing prosecution or incarceration for a felony or for violating parole.



V. Lead-Based Paint Regulations

Lead-based paint rules apply to all housing constructed before 1978.



All tenants must be provided with a copy of the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home." Copies of the document, EPA747-K9401, are available through the Government Printing Office.

The owner and family must complete and sign a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." This form must be kept by the owner for at least three years. The owner must disclose any known lead-based paint hazards to the family. Copies of both the **"Protect Your Family from Lead in Your Home"** and a blank disclosure form are included in the Request for Tenancy Approval packet.

CMHA must complete a visual assessment for deteriorated paint during the initial and annual inspection. Deteriorated paint is

chipped, cracked, peeling, or otherwise defective. (For more information on the project-based requirements, and on lead-based paint in general, see the HUD web page at www.hud.gov.)

During inspections, all deteriorated paint will be assumed to be lead-based paint (LBP) unless it has been tested and cleared by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by a person who has been certified in Lead Safe Work Practices. Stabilization must be completed within 10 days for initial inspections, and within 30 days for annual inspections.

At the completion of any work involving LBP or paint assumed to be LBP, the owner must have lead swipe samples secured by a licensed Risk Assessor, and the dust levels must be below HUD defined levels. The owner is required to provide a signed Contractor Certification form and a passed lead risk assessment test to the HCVP within the allotted compliance period. These documents can only be submitted using one of the following methods:

1. By e-mailing the documentation to hcvplead@cmha.net, or
2. Hand delivering the documentation to an Inspections Team Leader at 3400 Hamilton Ave., Door B, Cleveland, OH 44114.

Owners seeking a licensed Lead Risk Assessor should call 216.263.5323, for properties located within the City of Cleveland, or 216.201.2001 ext. 3, for properties located in a suburb of Cuyahoga County.

If there is a child with an Elevated Blood Level (EBL) under age six in the unit, a Lead Risk Assessment of the unit and common areas must be completed within 15 days of notification. A child with an EBL is one determined to have excess lead levels in the blood stream. The assessment must be performed by a licensed Risk Assessor.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD

Lead Warning Statement

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

Lessor's Disclosure

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing. (Explain)
 - (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b) Records and reports available to the lessor (check (i) or (ii) below):
 - (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) Lessor has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Disclosure (Initial)

- c) Lessee has received copies of all information listed above.
- d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent Acknowledgement (Initial)

- e) Agent has informed the lessor of the lessee's obligations under 42.U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

VI. Most Common Owner Violations

To avoid the most common program violations, an owner should:



- Always maintain the unit in accordance with HQS standards
- Never accept payments from CMHA for a vacant unit
- Never demand or accept unauthorized side payments from the subsidized occupants (A side payment is any money paid by a tenant to the owner for rent that is above the approved Contract rent.)



VISIT OUR WEBSITE AT

www.cmha.net

Property owners/managers can list available rental units, and families can look for rental units on our website. There is also other information about HCVP such as rent determination processes and Housing Quality Standards for inspections. CMHA is committed to providing excellent service to Families and Owners participating in the Housing Choice Voucher Program. The success of the CMHA Housing Choice Voucher Program depends on CMHA being able to contract with property Owners and property managers who have quality affordable housing.

If you have any questions regarding the Housing Choice Voucher Program, please call our Customer Service Center at **(216)431-1471**.

VII. Glossary of HCVP Terms

ABATEMENT: The period of time when Housing Assistance Payments are not made to the owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not made for the time the unit is noncompliant. If the HAP is abated, the tenant is still responsible only for their share of the rent.

DRUG RELATED CRIMINAL ACTIVITY: Drug trafficking, illegal use, or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substances Act.

DRUG TRAFFICKING: The illegal manufacture, sale, distribution, or possession with intent to manufacture, sell, or distribute a controlled substance.

EXCEPTION RENT: An amount that exceeds the published Fair Market Rent.

FAIR MARKET RENT: The rent, including the cost of utilities (except phone) as established by HUD for units of varying sizes that must be paid in the housing market area to rent privately owned, decent, safe, and sanitary rental housing of modest nature with suitable amenities.

FAMILY/PARTICIPANT: A family that has been admitted to the HCVP program, and is currently assisted in the program.

FAMILY SHARE: The portion of the rent and utilities paid by the Family.

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

HOUSING AGENCY (HA/PUBLIC HOUSING AGENCY): Any state, county, municipality, or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for low-income families.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by an HA which includes:
1. A payment to the owner for rent under the family's lease, and;
2. An additional payment to the family if the total assistance payment exceeds the Rent to Owner.

HOUSING ASSISTANCE PAYMENT CONTRACT: A written contract between the PHA and the owner for the purpose of providing housing assistance payment to the owner on behalf of an eligible family. It defines the owner and PHA responsibilities and is referred to as the HAP Contract.

HOUSING QUALITY STANDARDS: The HUD minimum quality standards for housing assisted under the Housing Choice Voucher Program.

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

LANDLORD: Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE: A written agreement between an owner and an eligible Family for the leasing of a housing unit.

LOW-INCOME FAMILY: A family whose Annual income does not exceed 80% of the median income for the area as determined by HUD.

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

PARTICIPANT/FAMILY: A family that has been admitted to the HA program, and is currently assisted in the program.

PAYMENT STANDARD: The maximum subsidy payment for a family in the Housing Choice Voucher Program. CMHA's payment standard is 100% of the Fair Market Rent.

PORTABILITY: The ability of a family to move to a dwelling unit with HCVP assistance that is outside the jurisdiction of the housing authority that initially issued the Voucher.

REASONABLE MODIFICATION OF RENTAL UNIT: The Fair Housing laws allow persons with disabilities to make adjustments to their rental units at their own expense.

REASONABLE RENT (RENT REASONABLENESS): A rent to owner that is not more than either:
1. The rent charged for comparable units in the private unassisted market, or
2. The rent charged by the owner for a comparable unassisted unit in the building or premises.

RECERTIFICATION: Also called a reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the Family.

RENT ADJUSTMENT: At the request of the owner, in accordance with HUD regulation, an increase or decrease in Rent to Owner. Requests for rent adjustments may be made annually, at least 60 days before the anniversary date. When an adjustment is made, the HA will determine whether the unit complies with HQS, and the rent is reasonable.

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

REQUEST FOR TENANCY APPROVAL (RFTA): A form provided by the PHA, to be completed by the owner and family, which is used by the PHA to determine that the unit is eligible and complies with program requirements.

SECURITY DEPOSIT: A dollar amount which can be collected from the family by the owner to be used for amounts owed under the lease according to State and local law.

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

TENANCY ADDENDUM: A HUD-designed addition to an owner's lease that includes, word for word, all HUD-required language.

TENANT: The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT: The amount payable monthly by the family as rent to the owner in the Housing Choice Voucher Program.

TOTAL TENANT PAYMENT: The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT: Residential space for the private use of a family. The size of the unit is based on the number of bedrooms contained within the unit.

UTILITY ALLOWANCE: The PHA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

VERY LOW-INCOME FAMILY: A low-income Family whose annual income does not exceed 50% of the median income for the area.

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

VOUCHER (RENTAL VOUCHER): A document issued by the PHA to a Family selected for admission to the voucher program. The voucher contains the term of the voucher, authorized bedroom size, and family obligations. Describes the procedures for PHA unit approval.

VIII. Housing Choice Voucher Program Inspections Checklist

Please use the following checklist as a guide to preparing for the Housing Quality Standards Inspection.

Each unit must pass inspection before going under contract.

LIVING ROOM, BEDROOM, DINING ROOM, & OTHER LIVING SPACE REQUIREMENTS	✓
Door	
Door is weather tight.	
Locking mechanism is present and properly installed.	
Door is not broken and closes properly.	
Door, frame, and jamb do not have holes or defective paint.	
Electrical	
Must have either two working outlets, or one outlet and a permanently installed light fixture.	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	
Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	
Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
Floor does not have any tripping hazards or holes.	
Floor is not damaged and is properly supported.	
Floor does not have defective paint.	
Wood trim is present, properly installed, and not damaged.	
Baseboard is present, properly installed, and not damaged.	
Windows	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells, sashes, trim, sills, and ledges are free of defective paint.	
Other	
There is a heating source in the room. If no duct work present, source must be permanently hard-wired baseboard. Cannot be a space heater.	
Vent covers are present.	
Entire room is clear of defective paint and/or defective varnish.	
KITCHEN REQUIREMENTS	✓
Appliances	
Owner supplied appliances are present at time of inspection.	
Oven, stove, and range are in proper working condition.	
Oven, stove, and range have no missing components.	
Refrigerator is in proper working condition.	
Refrigerator has no missing components.	

Plumbing	
Sink is present and properly installed.	
Sink has no leaks or clogs.	
Faucet is present and properly installed.	
Faucet does not have any leaks.	
Hot and cold water both work properly.	
Cabinets and Counters	
Cabinets are properly installed.	
Cabinets do not have broken, missing or damaged components.	
Countertop is present and properly installed.	
Countertop does not have any broken, missing or damaged components.	
Door	
Door is weather tight.	
Locking mechanism is present and properly installed.	
Locking mechanism for exterior doors is a turn-style deadbolt.	
Door is not broken and closes properly.	
Door does not have holes or defective paint.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	
Outlet/Switch cover plates are present, and not cracked, or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	
Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
Floor does not have any tripping hazards or holes.	
Floor is not damaged and is properly supported.	
Floor does not have defective paint.	
Wood trim and baseboards are present, properly installed, and not damaged.	
Windows	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells, sashes, trim, sills, and ledges are free of defective paint.	
Other	
There is a heating source in the room.	
Vent covers are present.	
Entire room is clear of defective paint.	
BATHROOM REQUIREMENTS	✓
Plumbing	
Tub is present, properly installed, maintained, caulked and glazed.	
Tub has no leaks or clogs.	
Sink is present and properly installed.	
Sink has no leaks or clogs.	
Faucets are present and properly installed.	
Faucets do not have any leaks.	
Toilet is present, properly installed, and secure.	

Toilet has no leaks or clogs.	
Hot and cold water both work properly.	
Cabinets and Counters Cabinets are properly installed.	
Cabinets do not have broken, missing or damaged components.	
Countertop is present and properly installed.	
Countertop does not have any broken, missing or damaged components.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	
Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	
Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
Floor does not have any tripping hazards or holes.	
Floor is not damaged and is properly supported.	
Floor does not have defective paint.	
Wood trim is present, properly installed, and not damaged.	
Baseboard is present, properly installed, and not damaged.	
Ventilation & Windows	
Room has a openable window or a ventilation fan.	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells, sashes, trim, sills, and ledges are free of defective paint.	
Other	
There is a heating source in the room.	
Vent covers are present.	
Entire room is clear of defective paint.	
Common Areas, Hallways, and Stairways , REQUIREMENTS	✓
Handrails & Stairs	
Handrails are present for 4 or more consecutive steps, including the landing.	
Handrails are properly installed and are not loose.	
Stairs are not damaged, missing, or loose.	
Door	
Door is weather tight.	
Locking mechanism is present and properly installed.	
Locking mechanism for exterior doors is a turn-style deadbolt.	
Door is not broken and closes properly.	
Door, frame, and jamb do not have holes or defective paint.	
Door does not have holes or defective paint.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	

Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	
Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
Floor does not have any tripping hazards or holes.	
Floor is not damaged and is properly supported.	
Floor does not have defective paint.	
Wood trim is present, properly installed, and not damaged.	
Baseboard is present, properly installed, and not damaged.	
Windows	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells and sashes are free of defective paint.	
Other	
Entire room is clear of defective paint.	
GENERAL HEALTH AND SAFETY	✓
Fire Safety	
There is at least one smoke detector on each floor of the unit.	
All smoke detectors have batteries and function properly.	
3rd floor sleeping areas must have an alternate means or fire escape (e.g. fire ladder)	
New construction units must have smoke detector in each bedroom.	
If the unit has a clothes dryer, the dryer must be vented.	
General	
Unit is free of rodent or roach infestation.	
There is no mold present in unit.	
There are no city or county violations on the property.	
All windows designed to open, must open.	
Unit has a valid Certificate of Occupancy, if applicable.	
The unit is vacant at time of inspection.	
A representative over 18 years old is present to provide unit entry.	
Entire unit, both interior and exterior, is clear of defective paint.	
BASEMENT	✓
Handrails & Stairs	
Handrails are present for 4 or more consecutive steps, including the landing.	
Handrails are properly installed and are not loose.	
Stairs are not damaged, missing, or loose.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	
Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	

Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
Floor does not have any tripping hazards or holes.	
Floor does not have defective paint.	
Windows	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells and sashes are free of defective paint.	
Hot Water Tank Hot water tank is present and properly installed.	
Hot water tank is not damaged and has no leaks.	
Hot water tank vent stack is angled upward and properly sealed.	
Hot water tank drip leg is 2"-6" from floor.	
Hot water tank pressure release valve is present and not damaged.	
Furnace Furnace is present and properly installed.	
Furnace flue pipe is angled upward and sealed properly.	
Furnace is not damaged and has no missing components.	
Other	
Entire room is clear of defective paint.	
EXTERIOR	✓
Handrails, Stairs, and Porch	
Handrails are present for 4 or more consecutive steps, including the landing.	
Handrails are properly installed and are not loose.	
Stairs are not damaged, missing, or loose.	
Porch does not have damaged, missing, or loose floor boards.	
Porch ceilings and floors are properly supported.	
Porch rails are secure, undamaged, and not missing components.	
Gutters, Downspouts, and Roof	
Gutters and Downspouts are present and properly installed.	
Gutters and downspouts not loose or damaged.	
Roof is not leaking, damaged, or missing shingles.	
Door	
Door is weather tight.	
Locking mechanism is present and properly installed.	
Locking mechanism is a turn-style deadbolt.	
Door is not broken and closes properly.	
Door does not have holes or defective paint.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly.	
Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
A permanently installed light fixture is present and working properly.	
Permanently installed light fixture is not damaged and has no missing components.	

General	
Walls do not have any water damage, holes, large cracks, or defective paint.	
There is no missing or damaged siding.	
Foundation is not damaged or missing components.	
Chimney is not damaged or missing components.	
Trim is not damaged or missing components.	
Windows & Doors	
Windows are weather tight and properly installed.	
Storm windows or double-paned windows are present and properly installed.	
Storm doors are present and properly installed.	
Other	
Driveway and apron do not have large cracks or holes.	
Yard is clear of overgrowth and debris.	
Address is present, complete, and visible.	
Mailbox is present and undamaged.	
Entire Exterior is free of defective paint.	
Multi-family unit owners must provide proper refuse disposal.	
GARAGE REQUIREMENTS	✓
Doors	
Doors are weather tight	
Locking mechanism is present and properly installed.	
Doors are not broken and close properly.	
Doors do not have holes or defective paint.	
Electrical	
All three-pronged outlets are properly grounded.	
All outlets are present and in proper working condition.	
GFCI is functioning properly. Outlet/Switch cover plates are present.	
Outlet/Switch cover plates are not cracked or broken.	
Ceiling, Walls, and Floor	
Ceiling does not have any missing or damaged tiles.	
Ceiling does not have any water damage, holes, large cracks, or defective paint.	
Ceiling is properly supported.	
Roofing is not damaged.	
Walls do not have any water damage, holes, large cracks, or defective paint.	
There is no missing or damaged siding.	
Floor does not have holes, cracks, or uneven pavement.	
Floor does not have defective paint.	
Windows	
Windows are weather tight and properly installed.	
Windows do not have broken or missing glass, controls, or locking mechanisms.	
Windows open properly and remain up.	
Window wells and sashes are free of defective paint.	

IX. Sample HUD and HCVP Forms

SPECIAL NOTE:

These forms are being included within this document so that landlords may become familiar with their content. These forms have been resized and are smaller than normal to fit the size of this publication. **DO NOT USE ANY OF THE FORMS DIRECTLY FROM THIS BOOK.** The Housing Choice Voucher Program staff will provide you with original forms.

Additionally, HUD forms are located on the HUD website as editable Adobe Portable Format Document files at <http://www.hud.gov/offices/adm/hudclips/forms/>.

The sample forms that appear in this publication are:

FORM NUMBER	FORM NAME	NUMBER OF PAGES
HUD-52646	HCVP Voucher	2
HCVP RFTA	Request For Tenancy Approval	3
HUD-52641	Housing Assistance Payment Contract	11
HUD-52641-A	Tenancy Addendum	5
HCVP BRF	HCVP Building Rent Form	3



HOUSING CHOICE VOUCHER PROGRAM
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Board Of Commissioners
 Ronald V. Johnson Jr., Chairman ■ Doris V. Jones, Vice-Chairperson
 Robert E. Davis ■ Ronnie A. Dunn, Ph.D. ■ Natoya Walker Minor

Chief Executive Officer: Jeffery K. Patterson
 HCVP Director: Priscilla Pointer-Hicks

Voucher Housing Choice Voucher Program

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

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

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

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

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

INSTRUCTIONS FOR PROCESSING REQUEST FOR TENANCY APPROVALS

Dear Owner:

Thank you for your interest in the Housing Choice Voucher Program. Enclosed are forms that should be completed and returned once you have agreed to lease your unit under the Housing Choice Voucher Program. Before returning these papers to the Housing Choice Voucher Program the unit must be ready for inspection and occupancy. Enclosed is an inspection checklist of the most common reasons found for a unit to fail housing quality standards (HQS). If the unit is not ready or if someone is living in the unit, the perspective tenant has been advised to continue the housing search.

Once you have agreed to lease the unit, working together, you and the perspective tenant must complete the following forms and return to CMHA:

- The Request For Tenancy Approval**
- Landlord Fraud Letter**
- Landlord Certification**
- The W-9**
- If applicable, the Agency Form**
- Proposed lease/tenancy addendum**
- Lease Addendum For Drug Free Housing**
- Disclosure of Information on Lead-Based Paint and/or Lease-Based Paint Hazard**
- Inspection Checklist**
- If Applicable, Building Rent Form. Effective September 1, 2004 all multifamily units, high-rise or walk-up with three or more units must have established building rent.**



The proposed lease is a sample lease that may be used. Please note that the lease must include a provision for requesting a rent increase after the initial term of the lease. In addition, if the housing unit is located in one of the suburban communities: Cleveland Heights, Lakewood, Maple Heights or Shaker Heights, you will be required to provide a rental registration.

What happens next? Once we receive the papers, an inspection will be scheduled. When the unit passes inspection a rent determination will be completed. Once the rent determination is completed we will contact you for rent acceptance. If you accept the rent a move in date will be established.

New contract effective dates will be the later of one of the following: **1.** The date the unit passes HQS inspection—This date can only be used for new applicants who were previously living in your unit before receiving the Housing Choice Voucher. **2.** The date the rent is offered AND accepted by the owner – This date can only be used if the client is living in the unit when this action occurs or the owner has given the participant access to the unit and has a signed dated lease. **3.** The date the client moves into the unit—We should attempt to set this date for the 1st of the next month, if possible.

When the rent is agreed upon and the contract is executed, at no time during the lease term can you increase the rent or accept any amount above the contract from the tenant or from anyone else on behalf of the tenant.

The owner is responsible for screening the applicant for suitability of tenancy.

Revision Date: 09-10-04

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 1. The proposed unit or lease is disapproved for specified reasons, and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request PHA written approval to add any other family member as an occupant of the unit.

10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
 11. Give the PHA a copy of any owner eviction notice.
 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
 - D. The family (including each family member) must not:
 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a 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. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

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.

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

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

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____
During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

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

**Signatures:
Public Housing Agency**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

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

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

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

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

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

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

10. Owner's Breach of HAP Contract

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

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

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

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

12. Exclusion of Third Party Rights

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

13. **Conflict of Interest**

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

14. **Assignment of the HAP Contract**

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

- grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 - f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
 - g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.
15. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.
16. **Entire Agreement: Interpretation**
- a. The HAP contract contains the entire agreement between the owner and the PHA.
 - b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. **Section 8 Voucher Program**

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

2. **Lease**

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

3. **Use of Contract Unit**

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

4. **Rent to Owner**

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

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. **Family Payment to Owner**

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

6. **Other Fees and Charges**

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

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

a. **Maintenance**

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

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

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

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

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

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

a. **Maintenance**

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

b. **Utilities and appliances**

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

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

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

8. **Termination of Tenancy by Owner**

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

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

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

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including

property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;

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

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

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and

local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

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

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

11. Family Move Out

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

12. Security Deposit

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

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color,

religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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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.)

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

BUILDING RENT FORM INSTRUCTIONS

Effective immediately, Building Rent Forms will be used for all buildings that have 3 or more units. If the owner has established rent that meets the rent reasonableness test, then CMHA will adopt the rent. ALL Housing Choice Voucher Program (HCVP) participants who desire to move into the building/complex shall be charged the same rent.

Completing the Building Rent Form

The form must be filled out completely. If an incomplete form is submitted, the processing of your contract will be delayed. The different areas of the form are identified below:

Building/Complex Street Address(es): Indicate the address(es) of the building/complex.

City/Zip: Indicate the city and zip code of the building.

Building/Complex Name: Indicate the name of the building/complex.

TOTAL UNITS UNDER LEASE: The number of units under lease at this location, including the HCVP units.

TOTAL VACANT UNITS: The number of vacant units at this location.

TOTAL UNITS ON THE HCVP(Section 8): The number of units under lease at this location that receive assistance from the Housing Choice Voucher Program (HCVP).

Does your building have a passenger elevator: Indicate yes or no.

of Units: The number of unassisted (non-HCVP) units under lease by bedroom size.

Monthly Rate: The amount charged for monthly rent for the unassisted units. If the monthly rates for bedroom sizes are shown in ranges, e.g. \$500-\$550, then the landlord must complete the area of the form for rent differences.

If there is a rent difference within bedroom categories, please specify the unit and the reason for the difference: This area must be completed if you have different rents for units that have the same bedroom size. Identify the unit number and the reason for the difference.

Utilities/Appliances Responsibility: The landlord must indicate who is responsible for paying each individual utility and whether it's gas or electric, and also who provides the appliances.

Please sign and print your name, position, phone and fax numbers, mailing address, city and zip, vendor number, and date the form.

Note: This form is not to be used for a rent increase request.

Revised: 09-15-04

HOUSING CHOICE VOUCHER PROGRAM (HCVP)

Building Rent Form

(Basis for comparability within multi-family complexes)

Note: The Housing Choice Voucher Program will approve contracts at the rates stated below **only** if allowable within HUD limitations. Supplying false information, which results in an inflated HCVP contract may result in sanctions against such owners/managers. Effective September 1, 2004, if the unit is a multi-family building (3 or more suites) you must submit an annual rent schedule for the property by unit size. If you do not have an established rent, one must be established based on "rent reasonableness" before the execution of the Housing Assistance Payment Contract. Please complete this form and attach your rent schedule. You may email or fax it to the address/fax number indicated below.

Building/Complex Street Address(es) _____
City/Zip: _____

Building/Complex Name: _____
Parcel No(s)-REQUIRED: _____

TOTAL UNITS UNDER LEASE	TOTAL VACANT UNITS	TOTAL UNITS ON HCVP (Sec. 8)

Does your building have a passenger elevator? Yes _____ No _____
Indicate the monthly rental rate and number of units in the section below. **Only include the information based on your UNASSISTED UNITS.** The sum of your "# of Units" indicated below should add up to the number of unassisted units at your building or TOTAL UNITS UNDER LEASE minus TOTAL UNITS ON THE HCVP (Section 8).

# of Units	BEDROOM SIZE	MONTHLY RATE	REASONABLE RENT (HCVP use only)	Please indicate the <u>month</u> of the year that the annual rent increases for your building(s) go into effect. Month: _____
	EFFICIENCIES			
	1 BEDROOM			
	2 BEDROOMS			
	3 BEDROOMS			
	4 BEDROOMS			

Apt #	Rent Difference Explanation									

Utilities/Appliances Responsibility:
Indicate whom pays/provides the following and whether it is gas or electric (CIRCLE ONE for each category):

a. Space Heat	Owner	Tenant	Gas or Electric
b. Water Heating	Owner	Tenant	Gas or Electric
c. Cooking Fuel	Owner	Tenant	Gas or Electric
d. Electricity	Owner	Tenant	
e. Stove or Range	Owner	Tenant	
f. Refrigerator	Owner	Tenant	

Return this form to:	Owner Signature:
Cuyahoga Metropolitan Housing Authority (CMHA) Housing Choice Voucher Program Attn: Finance Department 3400 Hamilton Avenue Cleveland, Ohio 44114 Phone: (216) 426-2908 Fax No.: (216) 432-3971	Name (Printed):
	Position/Title:
	Phone No. and Fax No.:
	Mailing Address:
	City/Zip:
	Vendor No.:
	Date of Reply:

Office Use:
Census Tract:
Date Entered:
Processor:

