



Greenville Housing Authority

Landlord Packet

Housing Choice  
Voucher Program

Revised July 2012

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# Five Major Steps to Putting a Unit under the Section 8 Program

1. Completely fill out the “GHA Landlord Information for Available Units.”
2. Once a tenant is interested in your unit, they will give you a call.
3. Completely fill out the “Request for Tenancy Approval Form” that the tenant presents to you.
4. Once the tenant brings the “Request for Tenancy Approval Form” back to the caseworker and it is approved, rent must be determined to be reasonable.
5. The inspection Department schedules an inspection within 15 days of the submission of the “Request for Tenancy Approval Form.”
  - a. If the unit passes – the caseworker will contact the landlord for documentation about the unit and tax information.
  - b. If the unit fails the inspector will mail a letter of repairs to be completed. If repairs are not completed within 30 days, the caseworker will encourage the tenant to seek other housing units. The clock is still ticking on the Housing Choice Voucher.

Dear Property Owners:

It gives me pleasure to present you with the Greenville Housing Authority's Property Owners Guidebook. It contains advice and helpful tips to help keep your residents safe, decrease your costs and provide you with a greater opportunity to learn more about the Housing Choice Voucher Program.

This guidebook also helps assure fair treatment and efficient service for everyone who depends on rental assistance through the Housing Choice Voucher Program. The guidebook includes a historical review of the resident-based rental assistance program, discusses program requirements in detail and provides helpful administrative practices currently used by GHA.

Many changes have been made in the Housing Choice Voucher Program because of new legislation and HUD regulations. Please read through these pages to see if you are affected.

Best wishes,

The Greenville Housing Authority Section 8 Staff

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## Introduction

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### **Greenville Housing Authority's Service Commitment**

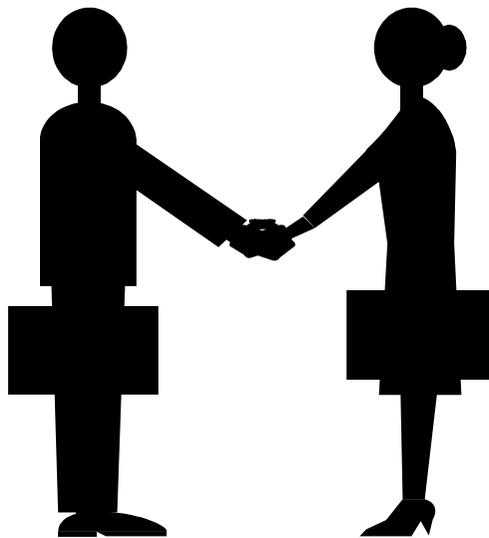
As a public service agency, the GHA's goal is to provide quality service to the families and owners participating in the Housing Choice Voucher Program. The GHA will make every effort to inform you of the program's rules and to advise you of how these rules affect you. Since federal regulations are not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

Do not hesitate to contact a GHA representative if you have a question or concern. You may contact the Housing Choice Voucher Program Office at (252) 329-4008, (252) 329-4009 (TDD) or the Central Office at (252) 329-4000.

### **Getting in Touch with You**

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

Your cooperation is essential to the GHA's being able to serve you and any family you may select as a renter.



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## Chapter 1: General Program Information

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### **Responsibilities Within the Housing Choice Voucher Program**

The Housing Choice Voucher Program is a three-way partnership among the Greenville Housing Authority (GHA), the resident, and the owner or landlord of the housing unit (you).

#### **Greenville Housing Authority's Job**

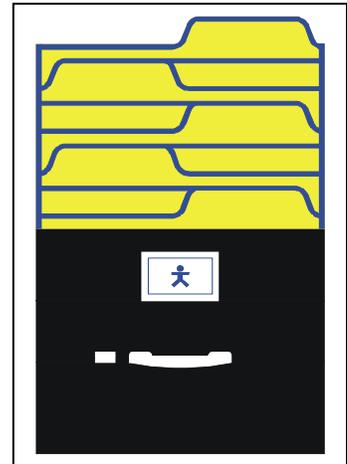
In order for the program to work, the GHA must do the following:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all the rules of the program to all of the families who qualify.
- Issue a Voucher and, if necessary, assist the family in finding a place to live.
- Approve the unit, the owner, and the tenancy.
- Make housing assistance payments to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide families and owners with prompt, professional service.



## **Waiting List and Resident Selection**

The GHA is responsible for establishing an application and selection process that treats applicants fairly and consistently and provides an effective method for determining eligibility. Program regulations provide flexibility for the GHA to develop an application and selection process tailored to our particular circumstances. The design of these processes must result in consistent determinations as to which applicants should be placed on the waiting list, issued a voucher, or determined ineligible to participate in the program, and comply with HUD rules on non-discrimination.



Conducting outreach, as needed, and maintaining an up-to-date waiting list is an important GHA responsibility. An up-to-date and well-managed waiting list promotes fair and consistent treatment of families, ensures that needy families receive assistance as quickly as possible, and is a first step in helping the GHA maintain a high leasing rate.

## **Eligibility and Denial of Assistance**

The GHA strives for objectivity and consistency when applying criteria to evaluate the eligibility of families who apply for assistance. The GHA must provide families applying for assistance the opportunity to explain their circumstances, furnish additional information if required, and receive an explanation from the GHA of the basis for any decision regarding their eligibility.

## **Owner's Job**

In order for the program to work, the owner has a right and a responsibility to:

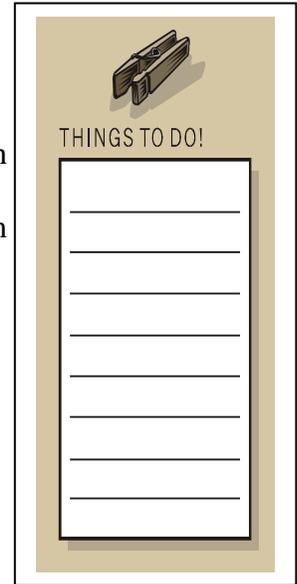
- Screen families who apply to determine if they will be good renters. The GHA can supply you with the current and previous address and landlord information. The GHA may also provide additional information pertaining to a resident's performance as a renter.
- Consider a family's background regarding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

- Comply with the terms of the Housing Assistance Payments (HAP) Contract with the GHA.
- Collect the rent due by the resident and otherwise enforce the lease.

**Family’s Job**

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

- Provide the GHA with complete, accurate, and updated information
- Make their best effort to find a place to live that is suitable for them and qualifies for the program
- Cooperate in attending all appointments scheduled by the GHA
- Take responsibility for the care of their housing unit.
- Comply with the terms of their lease with the owner
- Comply with the family obligations of their Voucher



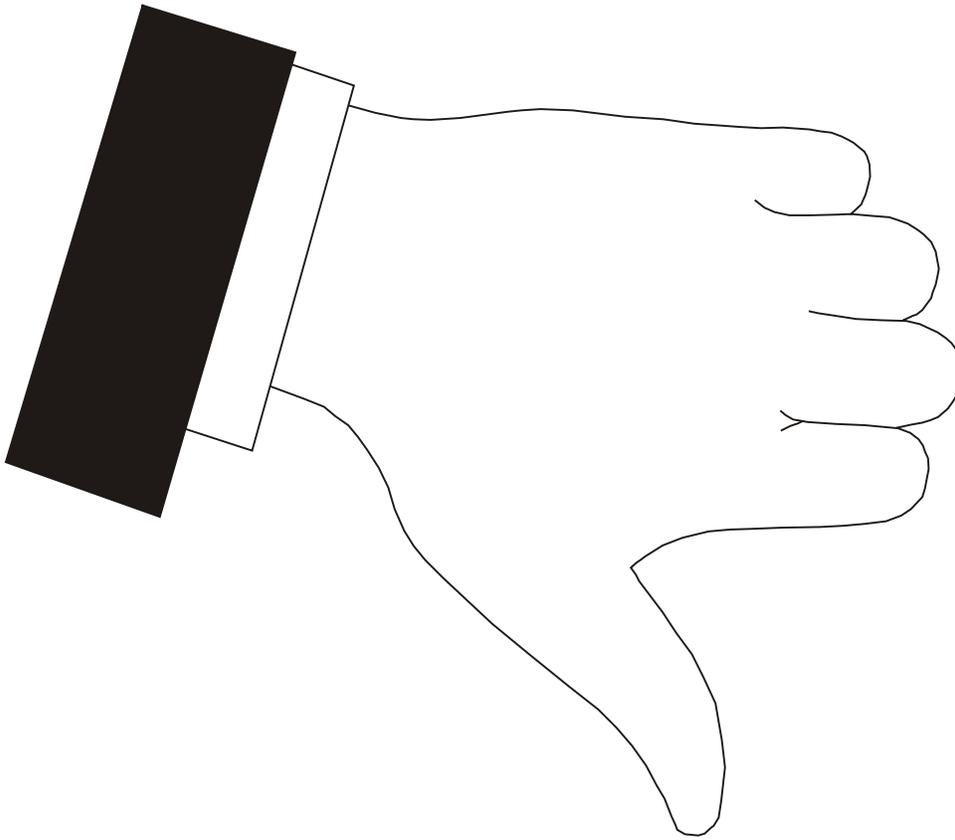
**Housing Search and Leasing**

Housing search and leasing are critical activities in the administration of the housing choice voucher program. Until the family finds a unit that meets both its needs and program requirements, the family cannot benefit from the many opportunities offered by the housing choice voucher program. At the same time, the GHA cannot earn the administrative fee needed to operate the program until a unit is leased and under HAP contract. When a family receives adequate information about program rules and GHA expectations and assistance during the housing search and leasing processes, both the family and the GHA benefit. Families are likely to lease units more quickly and better understand program requirements, while the GHA increases its ability to meet SEMAP leasing requirements, improve its leasing success rate, and control costs.

The voucher is the family’s authorization to search for housing. The family receives it after the GHA selects the family from the waiting list, determines its eligibility for assistance, and conducts the program briefing. Upon issuance of a housing choice voucher, the housing search process begins. Once the family finds a suitable unit, the GHA begins its process of approving or denying the assisted tenancy. If the tenancy is approved, leasing activities begin.

## **GHA Disapproval of Residents**

If the family chooses a unit with a gross rent greater than the payment standard and their share exceeds 40% of their monthly adjusted income, the GHA is not permitted to approve tenancy.



## **GHA Disapproval of Owner**

The GHA is not permitted to approve a unit for any of the following reasons:

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

The GHA has discretion to disapprove an owner for any of the following reasons:

- The owner has violated obligations under a Housing Choice Voucher Program Housing Assistance Payments Contract.
- The owner had committed fraud, bribery, or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug-related or violent criminal activity.
- The owner has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The owner has a history or practice of failing to terminate the leases of residents of units assisted under Housing Choice Voucher Program or any other HUD program for activity by the residents, household members, or guests that:
  - Threatens the right to peaceful enjoyment of the premises by other residents
  - Threatens the health or safety of other residents or GHA employees
  - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
  - Is drug-related or violent criminal activity.
- 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.

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## Chapter 2: Becoming a Participating Landlord

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### **Steps for Interested Owners**

If you have one or more rental units and are interested in the program, you may call the Greenville Housing Authority at any time during business hours. The GHA will mail you a packet of information about the Housing Choice Voucher Program and may offer to schedule an owner orientation for you. If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you offer under the program. This is one of HUD's requirements for the program.

### **Step 1: Resident Found**

A prospective resident may come to you with a Voucher in hand, or you can list your available unit with the GHA.

When a family is determined to be eligible for the program and funding is available, the GHA issues the family a Housing Choice Voucher. The family receives the Voucher at the resident briefing. They then begin looking for a unit.

If you wish, the GHA will give your name and general information about your rental unit(s) to families who have been issued a Voucher. Any interested families will then contact you for an appointment to see your housing unit(s). The GHA will not steer families to specific owners or rental units, but they will furnish families with information on units that are available. This is done by the GHA distributing a Landlord List of current Housing Choice landlords to families issued a Voucher.

When you first see a Housing Choice family, they will already have been issued a Voucher.

### **Payment Standard**

In the Housing Choice Voucher Program, the maximum amount that the GHA will pay is an amount equal to the payment standard minus the total resident payment.

Payment standards are used to calculate the housing assistance payment (HAP) that the GHA pays to the owner on behalf of the family leasing the unit. The GHA has latitude in establishing its schedule of payment standard amounts by bedroom size. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule for the FMR area in which the GHA has jurisdiction. FMRs are based on either the 40<sup>th</sup> or 50<sup>th</sup> percentile of rents charged for standard rental housing in the FMR area. The GHA may set its payment standard amounts from 90 percent to 100 percent of the published FMRs, and may set them higher or lower with HUD approval.

The level at which the payment standard amount is set directly affects the amount of subsidy a family will receive, and the amount of rent paid by program participants.

If the family leases a unit with a gross rent at or below the payment standard for the family, the family's share of the rent will be its TTP. If the rent for the unit is higher than the payment standard, the family's share will be higher than the TTP.

If the payment standard amount is too low:

- Families may need to pay more than they can afford; or
- Families may have a hard time finding acceptable units or units in more desirable areas;
- Housing choices will be narrowed and the GHA's efforts to affirmatively further fair housing will be undermined.

If the payment standard is too high, owners may be encouraged to ask for higher than reasonable rents.

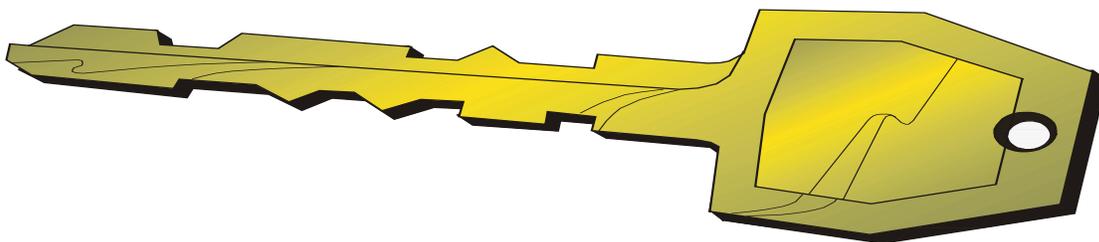
Payment standard amounts should be high enough to allow families a reasonable selection of modest, decent, safe, and sanitary housing in a range of neighborhoods in the GHA's jurisdiction. To meet that objective and to support families wishing to move to areas with lower concentrations of poor and minority households, the GHA may establish higher payment standard schedules for certain areas within its jurisdiction so that program families can rent units in more desirable areas.

## **Step 2: Resident Approved by Owner**

Even though a family is determined by the GHA to be eligible for the program, the owner must approve the family as a suitable renter. The GHA knows that the owner has approved the family when a Request for Tenancy Approval (RFTA) form is submitted.

### **Request for Tenancy Approval**

The family was given a Request for Tenancy Approval (RFTA) form at its resident briefing. When you send the signed RFTA to the GHA, it will be reviewed to determine if the unit is the correct size and the proposed rent is approvable.



## Tenancy Addendum

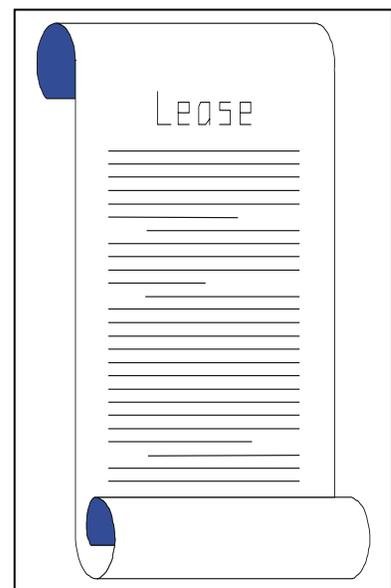
In addition to the RFTA, you must submit to the GHA your standard lease for unassisted residents with the HUD-required Tenancy Addendum attached to it.

## Leasing Process

You must submit your own lease to the GHA along with a Request for Tenancy Approval (RFTA) form. The GHA may review the lease to make sure it does not contain any provision that conflicts with program rules or state law.

The lease must specify all of the following:

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



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

## **Important Information About the Lease Agreement**

- The lease agreement must comply with state and local law.
- The Housing Assistance Payments (HAP) Contract between the GHA and the owner begins the first day of the term of the lease and ends on the last day.
- The initial term of the lease must be for at least one year unless the GHA approves a shorter term. The GHA may approve a shorter term under the following two conditions:
  - A shorter term would improve housing opportunities for the resident.

- Shorter terms are the prevailing market practice.

You should use the same diligence in screening a potential Housing Choice resident as you would any other resident. To start, ask to see his or her Voucher.

- Review the Voucher
  - Check the expiration date to determine whether the Voucher is still valid. Vouchers expire 60 days after issuance unless they have been extended by the GHA.
  - Check the unit bedroom size for which the family has been approved. It will be stated in the Voucher.
- Screen the Family
  - When you are contacted by a prospective renter, evaluate him or her as you would any other renter.
  - Make sure that your resident selection standards are based on subjective, business-related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.

Owners must apply the same standards of resident selection to any family that applies, whether the family is a prospective Housing Choice renter or not. Resident selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

The GHA does not screen families for their suitability as renters. That is the job of the owner.

### **Security Deposits**

The owner may collect a security deposit. The GHA has the discretion to prohibit security deposits that are in excess of State Real Estate Law.

### **Step 3: Tenancy and Unit Approved by GHA**

After a family finds a suitable housing unit and the owner approves the family, the GHA needs to determine if the unit qualifies for the Housing Choice Voucher Program. This includes a Housing Quality Standards (HQS) inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs.

HUD requires that any lease signed by a Housing Choice Voucher Program resident must include the HUD Tenancy Addendum, and the GHA must approve the tenancy before the lease is signed.

#### **Step 4: Contract and Lease Signed**

If the unit meets the program requirements and the tenancy can be approved, the GHA will enter into a Housing Assistance Payments (HAP) Contract with the owner, and the family will enter into a lease with the owner.

#### **Housing Assistance Payments (HAP) Contracts**

The HAP contract is a written agreement between the GHA and the owner of a unit occupied by a housing choice voucher program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, the GHA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit. The GHA uses its payment standard schedule to calculate the monthly HAP payments to the owner.

Prior to GHA approval of the assisted tenancy and the execution of a HAP contract, the GHA must ensure that the following program requirements have been met:

- Owner is eligible;
- Unit is eligible;
- Unit has been inspected by the GHA and meets HQS;
- Lease includes the tenancy addendum; and
- Rent charged by the owner is reasonable.

Upon approval of the assisted tenancy, the owner and the GHA can execute the HAP contract. Housing assistance payments are due to the owner on the first day of each month. The owner's right to receive housing assistance payments depends on compliance with all the provisions of the HAP contract. The owner's endorsement of the HAP check signifies that the owner has agreed to and is in compliance with the terms of the HAP contract. NO payments may be made to the owner after the family moves out of the unit or the lease term ends.

#### **Calculating Rent and HAP Payments**

The determination of the family's share of total housing costs and the GHA's housing assistance payment (HAP) is a two-step process. When the housing choice voucher is issued, the applicant or participant must be given information on the minimum the family is expected to contribute to housing costs and the maximum subsidy that the GHA can pay. Because the family has the option of selecting a unit with a rent that is more or less than the GHA payment standard, the final calculation of the family's share of the housing costs and the HAP amount cannot be completed until the family has selected a unit.

## Rent Reasonableness

The GHA must ensure that rents charged by owners to housing choice voucher program participants are reasonable. This determination involves two comparisons. First, the GHA must compare the rent for the voucher unit to rents for similar unassisted units in the marketplace. Second, the GHA must compare the rent to rents for similar units on the premises.

Ensuring rent reasonableness is very important for effective program operations. If the GHA approves rents that are too high, government funds are wasted, limited housing subsidies are squandered, and speculators may exploit the program to outbid potential homeowners. If rents are approved at levels lower than comparable units in the private market, the better owners do not participate in the program, or they participate only with their lowest-cost and lowest-quality units. In addition, families may be inappropriately restricted in where they can live.

Doing a good job of determining rent reasonableness is especially critical when the GHA uses its authority to set a payment standard higher than the FMR for all or a portion of its jurisdiction. Some owners will apply pressure to increase their rents to, or closer to, the payment standard.

## Step 5: Housing Assistance Payments Made

After the HAP Contract and lease are signed, the GHA makes the initial HAP payments to the owner as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program.

A blank check form with a light green background and a double-line border. The form contains the following fields and text:

- Top right: \_\_\_\_\_ 19 \_\_\_\_\_
- Left side: PAY TO THE ORDER OF \_\_\_\_\_
- Right side: \$ \_\_\_\_\_
- Bottom right: \_\_\_\_\_ DOLLARS
- Bottom left: FOR \_\_\_\_\_

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## Chapter 3: Housing Quality Standards

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The goal of the housing choice voucher program is to provide “decent, safe, and sanitary” housing at an affordable cost to low-income families. To accomplish this, program regulations set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS defines “standard housing” and establishes the minimum criteria necessary for the health and safety of program participants.

HQS regulations provide performance requirements and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes, congregate housing, single room occupancy (SROs), shared housing and group residences (GRs).

### **Housing Quality Standards General Requirements**

At least annually, it is the responsibility of the GHA to conduct inspections of units to determine compliance with HQS prior to the execution of the entire term of the assisted lease. Inspections may be completed by GHA staff or by contract personnel. HQS consists of the following thirteen (13) performance requirements:

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



### **Inspection Process**

On receipt and review of the Request for Tenancy Approval, the GHA will notify you and your resident of the date and time of the Housing Quality Standards inspection. You or your respective resident should be there.

If the unit passes the initial inspection and the rent is reasonable, the GHA will prepare the necessary paperwork, and resident assistance will begin. The GHA executes HAP contracts only on the first of the month.

### **Meeting Housing Quality Standards (HQS)**

Before the GHA can make payments to you on behalf of a resident family, the unit must meet HUD's minimum Housing Quality Standards. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards. The booklet "A Good Place to Live" describes the general aspects of a unit that must be inspected for compliance with HQS. You may obtain much more detailed information from your GHA representative about additional standards that may be required under local code.

### **Prepare Unit for Inspection**

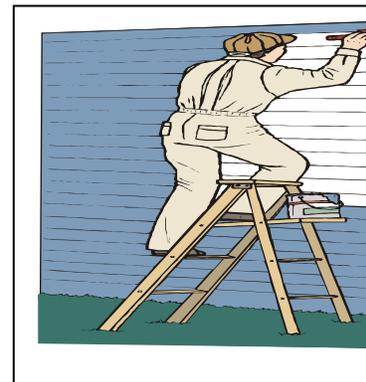
Review the information of HQS as you evaluate your rental unit. Try to correct any HQS violations before the inspection. At the time of the inspection, the unit should be "move-in" ready. This will prevent delays in the beginning of the family's rental assistance. If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.

### **Participate in the Inspection**

You and the family will receive written notification of the date and time of the unit inspection. Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how best to prepare for other inspections. Once you go through an inspection, you will have a keener eye for what the inspector is looking for. If you have ever had to have a housing inspection to get a mortgage, many of the items are similar.

### **Make Prompt Repairs**

If the housing unit does not pass the initial inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the GHA will reinspect the unit. The GHA is not responsible for any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, they are responsible for the full amount of the monthly rent.



## Areas Inspected

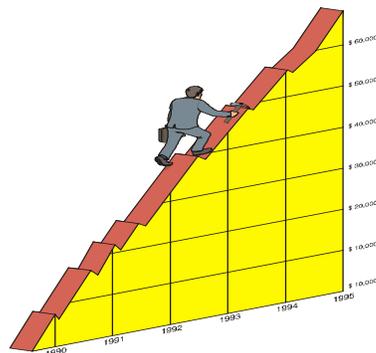
Eight areas must be reviewed for HQS compliance:

- Living room
- Kitchen
- Bathroom
- Other rooms used for living and halls
- Secondary rooms (not used for living, such as a laundry room)
- Building exterior
- Heating and plumbing
- General health and safety

## Ratings

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

- Pass means the conditions meet the minimum requirements
- Inconclusive means that more information is needed for the inspector to make a determination. For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark “inconclusive” until service is turned on and verified.
- Fail means that the condition does not meet the minimum requirement and must be brought up to the standard before the resident can receive rental assistance on the unit. All fail items must be corrected and approved prior to the execution of the Housing Assistance Payments Contract.

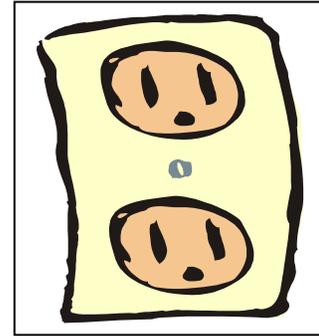


## HQS Checklist

The following is a listing of the conditions that must be verified by the housing inspector:

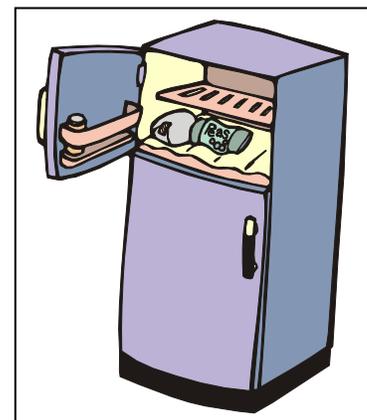
### Living Room

- Is there a living room?
- Are there at least two working outlets or one working outlet and one working light fixture?
- Is the room free of electrical hazards?
- Can all windows and doors accessible from the outside be locked?
- Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six. Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.



### Kitchen

- Is there a kitchen?
- Are there at least one working outlet and one working, permanently installed light fixture?
- Is the kitchen free of electrical hazards?
- Can the windows and doors accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- Is there space to store, prepare, and serve food?



- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six. Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- Is there a working oven and a stove (or range) with working burners? If not, is there a microwave oven? If so and the microwave is owner-supplied, do other residents have microwaves instead of ovens and stoves (or ranges)?

### **Bathroom**

- Is there a bathroom?
- Is there at least one permanently installed light fixture?
- Is the bathroom free of electrical hazards?
- Can all windows and doors accessible from the outside be locked?
- Are all windows free of signs of deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Is there a working toilet in the unit for the exclusive private use of the resident?
- Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- Is there a working tub or shower with hot and cold running water in the unit?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six. Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- Is there a window that can be opened or a working vent system?



### **Other Rooms Used for Living and Halls**

- If the room is used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If the room is not used for sleeping, is there a means of illumination?
- Is the room free of electrical hazards?

- Can all windows and doors accessible from the outside be locked?
- If the room is used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- Are the walls, ceilings, and floors in good condition and free of hazardous defects?
- Are painted surfaces free of defective paint or adequately treated? Of special concern is potential lead poisoning of children under six. Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of the Fire Administration Authorization Act of 1992.
- In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

#### **All Secondary Rooms (Not Used for Living)**

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

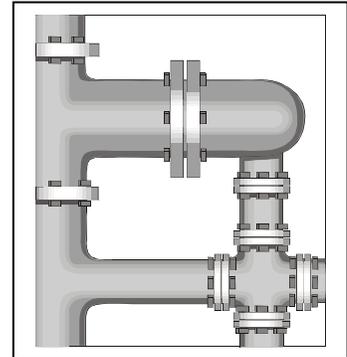
#### **Building Exterior**

- Is the foundation sound and free of hazards?
- Are all the exterior stairs, rails, and porches sound and free of hazards?
- Are the roof, gutters, and downspouts sound and free of hazards?
- Are exterior surfaces sound and free of hazards?
- Is the chimney sound and free of hazards?
- Are painted surfaces free of defective paint and adequately treated? Of special concern is potential lead poisoning of children under six. Dwelling units constructed before 1978 will be visually inspected by the HQS inspector.
- If the unit is a manufactured home, is it properly placed and tied down?



## Heating and Plumbing

- Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?
- Is the unit free of unvented fuel-burning space heaters and other unsafe heating conditions?
- Do the windows allow for adequate ventilation and cooling, or is there a working cooling system?
- Is the water heater safely located, equipped, and installed?
- Is the unit served by an approved public or private sanitary water supply?
- Is the plumbing free of major leaks or corrosion that causes serious and persistent levels of rust or contamination in the drinking water?
- Is the plumbing connected to an approved public or private disposal system, and is it free of sewer back-up?



## General Health and Safety

- Can the unit be entered without having to go through another unit?
- Is there an alternative fire exit from the building that is not blocked and that meets local or state regulations as an acceptable exit?
- Is the unit free of rats and severe infestations of mice or vermin?
- Is the unit free of heavy accumulation of garbage or debris inside and outside?
- Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- Are interior stairs and common halls free of hazards (e.g., inadequate lighting, missing or insecure railings, and loose, broken, or missing steps)?
- If local practice requires it, do all elevators have a current inspection certificate? If local practice does not require it, are all elevators working and safe?



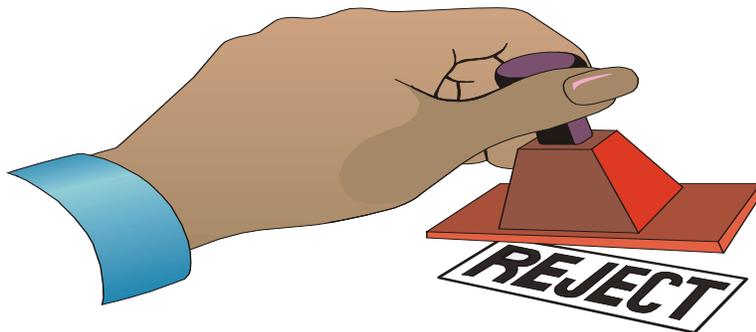
- Is the unit free of abnormally high levels of air pollution from vehicular exhaust?  
Are the site and immediate neighborhood free of conditions that would seriously and continuously endanger the health or safety of the residents?

### **Other Requirement**

- Are resident-supplied utilities separately metered?

### **Most Common Fail Conditions**

- Nonfunctional smoke detectors
- Missing or cracked electrical outlet cover plates
- No railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (carpet/vinyl)
- Cracked or broken windowpanes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heaters
- No concrete walkway leading to front entrance steps



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## Chapter 4: Watch Out for Lead Paint Poisoning

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New lead-based paint regulations effective September 15, 2000 have been implemented to incorporate Title X of the Housing and Community Development Act of 1992. These regulations consolidate all lead-based paint requirements under one section of the Code of Federal Regulations (24 CFR Part 35), stress identification of lead-paint hazards, notification to occupants of the existence of these hazards, and control of lead-based paint hazards to reduce lead poisoning among young children.

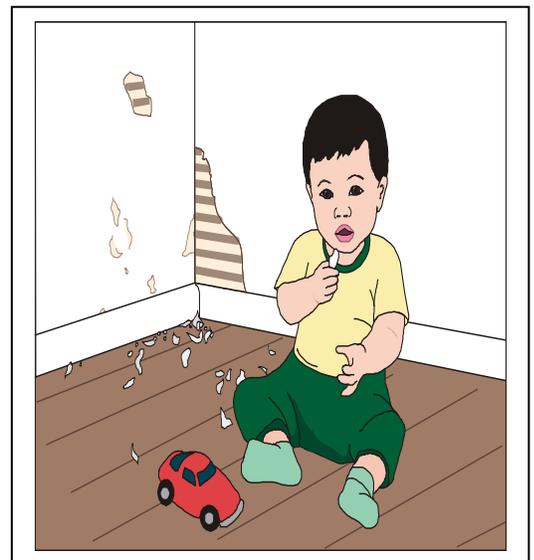
Housing choice voucher program units are subject to the following subparts of 24 CFR Part 35:

- Subpart A, Disclosure;
- Subpart B, General Lead-Based Paint Requirements and Definitions for All Programs;
- Subpart M, Tenant-Based Rental Assistance; and
- Subpart R, Methods and Standards for Performing Lead Hazard Evaluation and Reduction Activities.

### Exempt Units

Exempt housing includes:

- Units built after December 31, 1977;
- Zero (0) bedroom and SRO units;
- Housing built for the elderly or persons with disabilities, unless a child of under age six (6) resides or is expected to reside in such housing;
- Property for which a paint inspection was completed in accordance with the new regulations and certified to have no lead-based paint;
- Property in which all lead-based paint was identified, was removed, and received clearance in accordance with the new regulations.



For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six, lead-based paint requirements apply to:

- The unit interior and exterior paint surfaces associated with the assisted unit; and
- The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

### **Basic Lead-Based Paint Requirements**

The GHA is the responsible party for the following activities:

- Visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;
- Assuring that clearance examination is conducted when required;
- Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
- Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
- Record keeping.

Unit owners have responsibilities to:

- Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
- The owner must also provide all prospective families with a copy of *Protect Your Family From Lead in Your Home* or other EPA approved document;
- When necessary, perform paint stabilization to correct deteriorated paint;
- Each time such an activity is performed, notify tenants about the conduct of lead hazard reduction activities and clearance (if required);
- Conduct lead hazard reduction activities when required by the GHA;
- Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
- Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking occupants to report

deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

### **Notification and Disclosure of Lead-Based Paint Hazards Prior to Occupancy**

Before the execution of the lease the owner or owner's agent is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978, to all prospective residents. The GHA will keep a copy of the disclosure notice executed by the owner and tenant in the tenant file. The owner should not send the GHA the original disclosure notice executed by the owner and tenant.

### **Visual Assessment for Deteriorated Paint**

During the conduct of initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age, the GHA will conduct a visual inspection for deteriorated paint surfaces at these locations:

- All unit interior and exterior painted surfaces with the assisted unit; and
- Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

Deteriorated paint surfaces are defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture.

The inspection may be conducted by an HQS inspector or other party designated by the GHA, but all inspectors must be trained in visual assessment in accordance with procedures established by HUD. A visual assessment training course is available on the Office of Healthy Homes and Lead Hazard Control's website.

### **Stabilization of Deteriorated Paint Surfaces**

When the visual inspector identifies deteriorated paint surfaces, the GHA will notify and require the owner to perform stabilization of the surfaces within thirty (30) days of notification in occupied units and before commencement of an assisted tenancy. When weather conditions prevent stabilization of deteriorated paint surfaces on exterior surfaces within 30-day period, stabilization may be delayed for a reasonable time.

Owner requirements for compliance with GHA's paint stabilization notice differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are characterized as above or below de minimis levels. De minimis deteriorated paint surfaces are as follows:

- 20 square feet on exterior surfaces;
- 2 square feet on an interior surface in a single room or interior space; or

- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

Owner must perform paint stabilization on all deteriorated paint surfaces *regardless of the size of the deteriorated surface*.

If the amount of deteriorated paint is below the de minimis level, the owner must perform paint stabilization. Owners are not required to perform lead-safe work practices and clearance.

Correction of deteriorated paint above de minimis levels requires owners to perform additional activities to gain compliance with HUD lead-based paint requirements, including:

- Conducting the stabilization activities with trained staff;
- Employing acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;
- Dry sanding and dry scraping is not permitted except within one (1) square foot of electrical outlets;
- Protecting the occupants and their belongings from contamination;
- Notifying the occupants within fifteen (15) calendar days of the stabilization activity and providing the results of the clearance examination; and
- HUD has provided funds to the GHA to cover the cost of the first clearance examination. The owner covers funds for the cost of subsequent tests.
- The GHA is responsible for clearance activities. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

- Open flame burning and torching;
- Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
- Heat guns operating above 1,100 degrees Fahrenheit

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract. The HQS violation for paint stabilization is considered closed when the GHA receives an executed copy of the Lead Based Paint Owner's Certification.

### **Ongoing Maintenance**

In addition to the visual assessment completed by the HQS inspector, the owner is required to conduct a visual assessment for deteriorated paint and failure of any hazard reduction measures at unit turnover and every 12 months of continued occupancy.

The owner is required to make corrections of deteriorated paint and any failed lead hazard reduction measures. Correction methods are the same as those for paint stabilization activities discussed earlier.



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## Chapter 5: Obligations

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### **HUD-Required Annual Activities**

There are two HUD-required annual activities:

- Recertification of family income and household composition
- Inspection of housing units

### **Recertification of Family**

The GHA is required to recertify families at least annually. Each family is required to furnish information to the GHA about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment to the owner will change, but the total amount received by the owner from both the GHA and the family will not be affected.

### **Changes in Payments**

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

On occasion, a family fails to cooperate in the recertification process and, as a result, loses its rental assistance. The GHA will notify the owner if the family's rental assistance is being terminated. The GHA will not make a housing assistance payment to the owner for any amount after the month when the family moves out.

### **Annual Inspection of Units**

Every unit must be inspected by the GHA at least once a year. The GHA will provide advance written notice to the owner and family of the date and time of the annual inspection. Written notice will also be given of the results of the inspection.

If the unit does not pass the inspection, a reasonable time will be given to make repairs.

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

### **Abatement of Payments**

According to the HAP Contract, the owner is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, the GHA will notify the owner in writing and provide a reasonable time for repairs. If the repairs are not made within that time, the GHA is required to abate payments.

### **Voucher Program Rent Increases**

After the initial term of the lease, the owner may increase the rent with 60-day written notice to the family and the GHA. The proposed increase must be reasonable. Check with your GHA representative for information on the GHA's policy on rent increases in the Voucher Program.

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

### **Other Changes in the Lease**

If the resident and owner agree to any changes in the lease, the changes must be in writing, and the owner must immediately give the GHA a copy of the changes. Some changes in the lease will not require a new lease or HAP Contract. However, the following will all require the owner and resident to request GHA approval of a new tenancy:

- Any changes in lease requirements governing resident or owner responsibilities for utilities or appliances
- Any changes in the term of the lease
- Any moves from one unit to another (including moves to a different unit within the same building or complex)

If the GHA approves the new tenancy, a new lease and HAP Contract will be required.

### **Reexaminations**

The GHA is required to reexamine the income and composition of housing choice voucher families at least annually. The annual reexamination determines the continued eligibility of the family and establishes the housing assistance payment (HAP) to be made on behalf of the family. The GHA may require families to report interim changes in family income or family circumstances as well. A family's failure to comply with GHA reexamination requirements is grounds for terminating assistance.

The GHA must establish reexamination procedures that allow for proper and timely verification of all information and advance notification to the family of any rent change.

## **Family Obligations to Owner**

The family obligations to the owner are contained in the lease agreement. Families are obligated to pay the rent on time and to take care of the housing unit. Make sure that as a part of your resident selection process, you review the lease agreement with the family carefully. The family is required to pay its portion of the rent to the owner on time and otherwise in accordance with the terms of the lease. Generally, the owner is required to make repairs and provide routine maintenance, but the family bears some responsibility for ensuring that the unit passes the annual Housing Quality Standards inspection.

- Utilities

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

- Appliances

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

- Damages

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

## **Family Obligation to GHA**

Families who participate in the Housing Choice Voucher Program Housing Choice Voucher Program are required by HUD to comply with certain family obligations. These obligations are listed below as well as on the Housing Choice Voucher.

- Required Information

The family must supply any information that the GHA or HUD determines is necessary for the administration of the program or for certifying or recertifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household composition (the people living in the family's unit).

- Social Security Numbers

The family must disclose and verify social security numbers and must sign and submit consent forms allowing the GHA to obtain information.

- Truthfulness

Any information provided by the family must be true and complete.

- HQS Violations

The family is responsible for curing any HQS violations caused by any of its household members or any of their guests.

- Unit Inspections

The family must allow the GHA to inspect the unit at reasonable times and after reasonable notice.

- Lease Violations

The family may not commit any serious or repeated violation of the lease.

- Moving

The family must notify the owner and the GHA in writing before moving out of the unit or terminating its lease.

- Eviction

The family must promptly give the GHA a copy of any eviction notice it receives from the owner.

- Housing Use

The family must use the assisted unit primarily as a residence, and the unit must be the family's only residence.

- Family Composition

The members of the family must be approved by the GHA. The family must promptly inform the GHA of the birth, adoption, or court-awarded custody of a child, and it must request GHA approval to add any other family member as an occupant of the unit.

- Other Household Occupants

A foster child or live-in aide may reside in the unit if the family obtains the approval of the GHA.

- Reduction in Family Size

The family must promptly notify the GHA if a family member no longer resides in the unit.

- Profit-Making Activities

Family members may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as the family's residence. The lease may contain additional restrictions.

- Subleasing

The family may not sublease or sublet the unit.

- Assigning or Transferring

The family may not assign the lease or transfer the unit to anyone else.

- Absences

The family must supply any information or certification requested by the GHA for the purpose of verifying that the family is actually living in the unit. It must also promptly notify the GHA in writing when it intends to be away from the unit for any extended period.

- Ownership or Interest

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

- Corruption

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

- Other Housing Assistance

The members of the family may not receive Housing Choice Voucher Program assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

- Alcohol or Substance Abuse

The members of the family may not engage in the illegal use of a controlled substance and may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **Owner and Housing Agency Communication**

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



## **Owner Obligations to Family**

- **Nondiscrimination**

All rental property owners are subject to federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, or disability.

Violations of fair housing and nondiscrimination laws will result in denial termination of participation in the Housing Choice Voucher Program and could result in civil penalties.

It is in your best interest as an owner to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the GHA will furnish you with additional information pertaining to fair housing requirements.

- **Reasonable Modifications for Disabilities**

An owner cannot discriminate against a disabled family and should be aware of his or her obligation to make reasonable modifications to a rental unit for a disabled family at the family's expense. Such modifications are required in the private rental market by the Fair Housing Act.

Notify the GHA if you have, or know of an owner who has, units accessible to persons with disabilities.

## **Owner Obligations to GHA**

### **Program Integrity**

Most owners who participate in the Housing Choice Voucher Program comply with the program rules and the terms of the HAP Contract, but occasionally some do not. It is always unpleasant when an owner violates the rules and becomes subject to administrative or other, more severe sanctions. The GHA's goal is to prevent any embarrassment or expense that may result from owner violations by making sure that the program rules are understood.

### **Common Owner Violations**

- **Failing to Maintain a Unit**

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

- **Accepting Payments for a Vacant Unit**

If a family moves in violation of its lease, the owner must notify the GHA immediately.

- **Demanding or Accepting Side Payments**

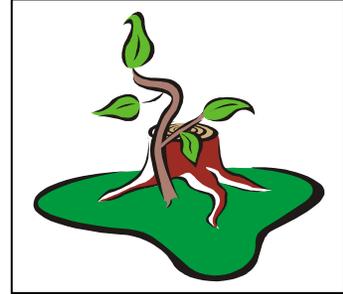
The GHA determines the amount a family pays for rent. Any additional payments must be approved by the GHA.

## City of Greenville Ordinance

### Weeds, Vegetation, and Other Public Health Nuisance

Weeding, and tidying of premises, cutting of right-of-way; required.

Any person owning real property within the city is hereby required to cut and remove therefrom all weeds and grass from both the property and adjoining right-of-way before it reaches a height of twelve (12) inches, to keep such property and right-of-way free from trash and refuse matter at all times, and to keep such property and right-of-way free from the conditions enumerated in next section.



### Nuisance Prohibited; Enumeration.

The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the health and safety of the inhabitants of the city and are found, deemed and declared to be public nuisance wherever the same may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful:

- a. Any condition which is a breeding ground or harbor for mosquitoes or a breeding ground or harbor for rats or other pests; or
- b. A place of heavy growth of weeds, grasses, vines or other vegetation over twelve (12) inches in height; or
- c. A place of growth of poison sumac, poison ivy, poison oak, or other noxious vegetation; or
- d. A open place of collection of stagnant water where insects tend to breed; or
- e. Any concentration of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags, or any other combustible materials or objects of a like nature

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## Chapter 6: Terminations

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### Link Between Contract and Lease

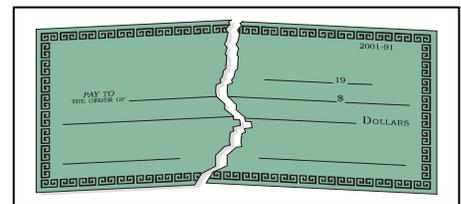
The HAP Contract is an agreement between the owner and the GHA. It runs concurrently with the lease and terminates automatically when the lease terminates.

A HAP Contract may also end when a family's income increases to the point that a GHA payment to the owner is no longer necessary. The HAP Contract terminates automatically 180 calendar days after the last assistance payment is made to the owner.

### Breach of Contract

Any of the following actions by the owner will be considered a breach of the HAP Contract:

- Violating the terms of any HAP Contract
- Failing to fulfill any owner obligations under the HAP Contract, including HQS.
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program.
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connection with a mortgage insured or a loan made by HUD.
- Engaging in any drug-related criminal activity.
- Engaging in any violent criminal activity.



### Change of Ownership

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

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

### **Termination of Tenancy by Family**

The family may terminate tenancy in accordance with the lease and Tenancy Addendum. The family must give the owner and the GHA notice of termination of tenancy before moving from the unit.

### **Termination of Tenancy by Owner**

During the term of the lease, the owner may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease.
- Violations of federal, state, or local law that impose obligations on the resident in connection with the use or occupancy of the unit or premises.
- Other good causes, such as the following:
  - Failure by the family to accept the offer of a new or revised lease
  - Family history of disturbance of neighbors, destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.
  - The owner's desire to use the unit for personal or family use or for nonresidential purposes.
  - Business or economic reasons, such as the sale of the property, renovation of the unit, or the desire to lease the unit at a higher rent.

The owner may not terminate for "good cause" during the initial term of the lease unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

### **Criminal Activity**

Cause for termination of tenancy includes any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related or violent criminal activity on or near the premises.



### **Owner Notice to Terminate Tenancy**

The owner may evict a resident only by instituting a court action. The owner must give the resident written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in or combined with any eviction notice the owner gives to the family. The owner must also give a copy of the eviction notice to the GHA.

### **Termination of Housing Assistance by Housing Agency**

If the GHA terminates program assistance to a family, the HAP Contract for the family terminates automatically. The GHA will always provide the owner with advance written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if it seriously or repeatedly violates the lease.

### **Informal Reviews and Hearings**

Families seeking admission to or already participating in the housing choice voucher program have the right to receive an informal review or hearing in most circumstances in which the GHA makes a decision affecting their eligibility or amount of assistance. The purpose of an informal review or hearing is to resolve applicant or participant disputes with the GHA without legal action and to correct GHA errors that might have occurred in the decision-making process.

With the exception of decisions related to restrictions on non-citizens, an informal review is for program applicants and an informal hearing is for program participants. Decisions related to restrictions on assistance to non-citizens always require an informal hearing regardless of whether the family is an applicant or participant.

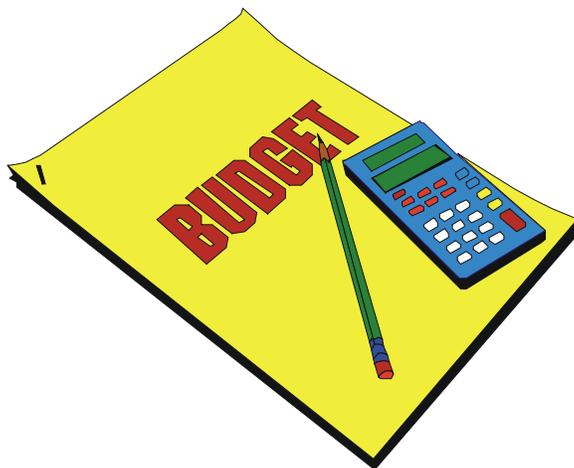


## **Allowances for Utilities and Other Services**

In calculating the gross rent for units leased under the housing choice voucher program, as well as the HAP payment for which the family qualifies, the GHA must consider not only the contract rent that is paid to the owner, but also the anticipated cost of any utilities that the resident family is required to pay. The request for tenancy approval submitted by the owner and the prospective resident tells the GHA the utilities that are included in the rent. These provisions are incorporated into the lease and the HAP contract. Any time a change is made in the responsibility for payment of utility expenses, the owner and the resident must report the change to the GHA so that the contract rent and the utility allowance can be adjusted accordingly.

The GHA is responsible for establishing and maintaining a utility allowance schedule that provides reasonable allowances for resident-paid utilities. The utility allowance is intended to enable participating families to pay typical costs for utilities and services paid by energy-conserving households occupying units of similar size and type in the same locality. If the family is extravagant in its use of utilities, the additional costs incurred are not the responsibility of the GHA. A family complaining that its utility allowance is inadequate should be counseled about reasonable conservation measures, such as turning down the thermostat at night or setting the air conditioner at a higher temperature during the day when family members are out of the unit. Many utility companies also provide useful materials on energy conservation and/or energy audit services that can help participants identify conditions or practices that result in high utility bills.

Payment of bills for resident-paid utilities is the responsibility of the family, and any interruption or termination of utility services because of the family's failure to pay is considered a breach of the family's obligations under the housing choice voucher program.



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## Chapter 7: Portability

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An eligible family that has been issued a housing choice voucher may use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This feature of the program is referred to as portability. This chapter describes eligible families and the procedures for moving from one jurisdiction to another using portability.

The PHA that issues the voucher to a portable family that wants to move to a different jurisdiction is referred to as the “initial” PHA. The PHA in the jurisdiction to which the family wishes to relocate is called the “receiving” PHA.



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## Chapter 8: Family Self-Sufficiency

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The Family Self-Sufficiency (FSS) program is intended to promote the development of local strategies for coordinating the use of housing choice vouchers with public and private resources to help eligible families achieve economic independence. The program is open to families participating in the housing choice voucher program who are unemployed or underemployed. The objective of the program is to assist these families in obtaining employment that will allow them to become self-sufficient, that is, not dependent on welfare assistance.

Participation in the FSS program is voluntary for families and is open to current housing choice voucher program participants. Families entering the FSS program work with a case manager to develop goals that will, over a 5-year period, lead to self-sufficiency. These goals may include education, specialized training, job readiness and job placement activities, and career advancement objectives. Goals for each participating family member are set out in Individual Training and Services plans that are attached to the FSS contract of participation.

When the family meets its goals and completes its FSS contract, the family becomes eligible to receive funds deposited in an escrow account on its behalf throughout the family's participation in the FSS program. The amount credited to the family's escrow account is based on increases in the family's earned income during the term of the FSS contract.

FSS program success can be broadly defined, encompassing both the number of participating families who achieve self-sufficiency and the number of family members who are helped to:

- Obtain a first job or obtain a higher paying job;
- Gain independence from public assistance;
- Obtain a high school diploma or higher education degree; or
- Accomplish similar goals that will assist the family in obtaining economic independence.



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## Chapter 9: Sample HUD Program Forms

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The following sample forms have been included so that you may familiarize yourself with their content. **Do not use these forms directly from this book.** The GHA will provide you with original forms.

- Sample Housing Voucher
- Sample Request for Tenancy Approval
- Sample Disclosure Form on Lead-Based Paint

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## Glossary of Housing Choice Voucher Program Terms

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

**Admission:** Admission is the effective date of a resident's lease in a public housing program or the execution of a resident's HAP Contract in a resident-based program.

**Annual Income:** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income.

**Applicant:** A family that has applied for admission to a housing program but has not yet been admitted to the program.

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

**Child Care Expenses:** Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

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

**Contract Rent:** See rent to owner.

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

**Dependent:** A member of a family (excluding the family head, spouse, and any foster child) who is under 18 years of age, is a disabled person, or is a full-time student.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled Person:** See person with disabilities.

**Displaced Person:** A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

**Drug-Related Criminal Activity:** Drug trafficking or the 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, or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act.

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

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Person:** A person who is at least 62 years of age.

**Excess Medical Expenses:** Any nonreimbursable medical expenses incurred by an elderly family in excess of 3% of the family's annual income.

**Extremely Low-Income Family:** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Fair Market Rent (FMR):** The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. FMRs are established by HUD. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

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

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

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

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

**Full-Time Student:** A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution he/she attends, which may include a vocational school offering a diploma or program as well as an institution offering a college degree.

**Gross Rent:** The sum of the Rent to Owner plus any utility allowance. If there are no resident-paid utilities, the Rent to Owner equals the Gross Rent.

**Head of Household:** The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

**Housing Agency (HA):** Same as Public Housing Agency (PHA).

**Housing Assistance Payment (HAP):** The monthly assistance payment by a PHA, which includes:

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

**Housing Choice Voucher:** See Voucher.

**Housing Choice Voucher Program:** Effective October 1, 1999, the Section 8 Tenant-Based Rental Assistance Program that completes the merger of the Section 8 Certificate and Voucher Programs into a single new Section 8 Voucher Program.

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

**Housing Unit:** Same as unit.

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

**Imputed asset:** An asset disposed of for less than fair market value during two years proceeding certification or Recertification.

**Imputed income:** The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

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

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

**Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**Lease Addendum:** See Tenancy Addendum.

**Live-in aide:** A person who resides with an elderly or disabled person and who (a) is determined by a PHA to be essential to the care and well-being of the person, (b) is not obligated for support of the person, and (c) would not be living in the unit except to provide necessary supportive services.

**Low-income family:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Medical expenses:** Total medical expenses that are anticipated during the period for which annual income is computed and are not covered by insurance. (Only elderly families or disabled families qualify.)

**Minor:** A member of a family (excluding the head, spouse, live-in aide, or foster child/adult) who is under 18.

**Monthly adjusted income:** One-twelfth of annual income after allowances.

**Monthly income:** One-twelfth of annual income before allowances.

**Net family assets:** The value of equity in savings, checking, IRA, and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

**Owner:** Any person or entity (including a principal or other interested party) with the legal right to lease or sublease a unit to a participant.

**Owner orientation:** A meeting with a PHA representative for the purpose of learning the rules and procedures for participating as an owner in the Section 8 Program.

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

**Payment standard:** The maximum subsidy payment for a family under the Voucher Program. The PHA sets a payment standard between 90% and 100% of the current HUD-published FMR.

**Person with disabilities:** A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

**Portability:** The ability of a family to move with its Section 8 tenant-based assistance from the jurisdiction of one PHA to that of another.

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

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

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

**Reasonable modification:** The fair housing requirement that allows persons with disabilities to make adjustments to their rental units as their own expense.

**Reasonable rent:** 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 on the premises.

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

**Remaining member of tenant family:** Person left in assisted housing after other family members have left.

**Rent reasonableness:** See reasonable rent

**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 (RTA):** A PHA form completed by an owner and family and used by the PHA to determine whether a unit is eligible and a lease complies with program requirements.

**Resident:** See tenant.

**Security deposit:** A dollar amount that can be collected from a family by an owner and used for amounts owed under a lease according to state or local law.

**Single person:** A person living alone or intending to live alone.

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

**Spouse:** The marriage partner of a head of household.

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

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

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

**Tenant rent:** The amount payable monthly by a family as rent to a PHA in a public housing program or to an owner in a Section 8 Program.

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

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

**Utility allowance:** A PHA's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

**Utility reimbursement:** The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total tenant payment.

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

**Voucher:** A document issued by a PHA to a family selected for admission to the Section 8 Housing Choice Voucher Program. The Voucher describes the program and the procedures for PHA approval of a unit selected by the family.

**Voucher Program:** See Housing Choice Voucher Program.

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

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval 2577-0169 (Exp. 04/30/2014)**

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

**Instructions for use of HAP Contract**

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

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

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

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

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Part A of the HAP Contract: Contract Information

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

**1. Contents of Contract** This

HAP contract has three parts:

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

**2. Tenant**

**3. Contract Unit**

**4. Household**

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
	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Heating	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Cooking	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Water Heating	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:**

**Public Housing Agency**

**Owner**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

**Mail Payments to:**

Name

\_\_\_\_\_  
Address (street, city, State, Zip)

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

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

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

**1. Purpose**

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

**2. Lease of Contract Unit**

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

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

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

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

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

**4. Term of HAP Contract**

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

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

#### 5. Provision and Payment for Utilities and Appliances

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

#### 6. Rent to Owner: Reasonable Rent

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

#### 7. PHA Payment to Owner

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

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

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

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

#### c. Amount of PHA payment to owner

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

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

#### e. Limit of PHA responsibility.

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

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

#### 8. Owner Certification

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

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

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

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

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

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

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

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

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

#### 12. Exclusion of Third Party Rights

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

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

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

the Fair Housing Act or other Federal equal opportunity requirements.

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

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

**16. Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

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

**b Utilities and appliances**

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

**c Criminal activity or alcohol abuse.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

**g. Owner notice of grounds**

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

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

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

**10. PHA Termination of Assistance**

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

**11. Family Move Out**

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

**12. Security Deposit**

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

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

### 13. Prohibition of Discrimination

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

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

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

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

### 17. Definitions

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

### 16. Notices