



Housing Choice Voucher Program Landlord Participation Guide





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Cuyahoga Metropolitan Housing Authority



Established in 1933 as the first chartered public housing authority in the country, the Cuyahoga Metropolitan Housing Authority (CMHA) owns and manages property and administers rent subsidy programs to provide eligible low-income individuals and families quality, safe, affordable housing in Cuyahoga County.

MISSION STATEMENT: To create safe, quality, affordable housing opportunities and improve the quality of life for the communities we serve.

VISION STATEMENT: To be a leader in cultivating safe, sustainable, and dynamic communities of choice where everyone can strive for success.

CMHA Cares

The values of Commitment, Accountability, Respect, Excellence and Safety (CARES) each include several guiding principles.

COMMITMENT

mission-focused | sustainability | collaboration | teamwork

ACCOUNTABILITY

fiscal responsibility | transparency | integrity | stewardship

RESPECT

customer service | treat with dignity | honorable | consideration

EXCELLENCE

superior performance | cutting-edge | innovative | creative

SAFETY

secure | free from danger | managed risk | trust

The Housing Choice Voucher Program

The Housing Choice Voucher Program (HCVP) provides rental assistance to help low-income families; the elderly; and persons with disabilities afford decent and safe rental housing. The Housing Choice Voucher Program is federally funded by the Department of Housing and Urban Development (HUD). The Cuyahoga Metropolitan Housing Authority administers it in Cuyahoga County. Through this program, participants receive assistance in paying rent. CMHA pays a portion of the rent directly to the landlord and participants pay the balance directly to their landlord.

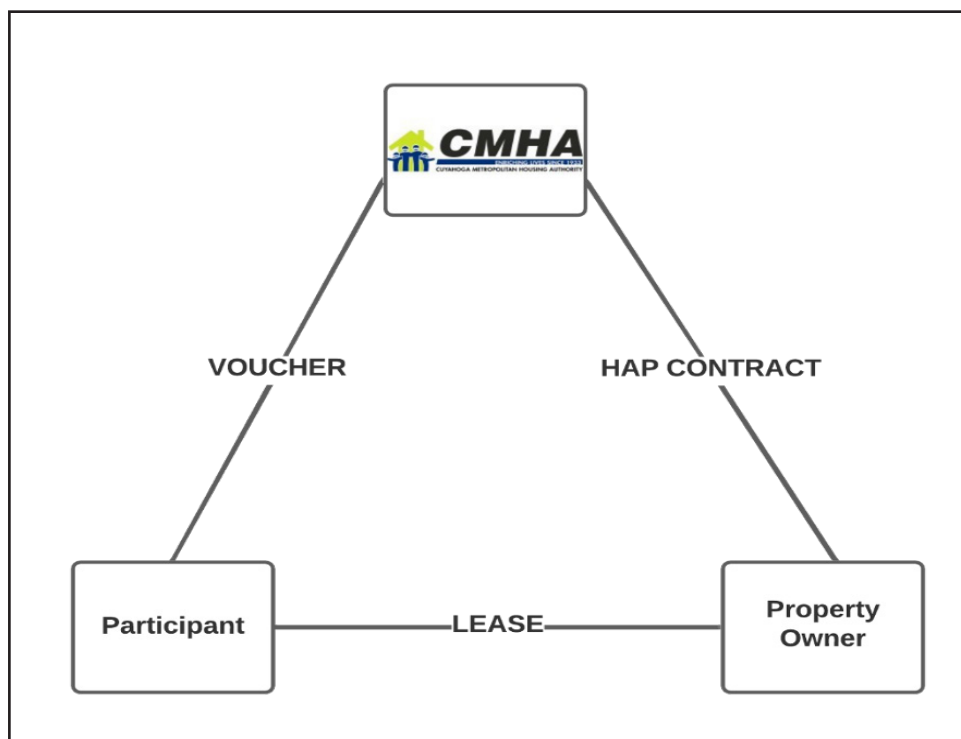
Three-Way Partnership

The Housing Choice Voucher Program is a three-way partnership between CMHA, the property owner, and the family. The graphic below explains how CMHA, property owners and program participants work together within the HCV program.

Participant and CMHA: After successfully completing the application and eligibility determination process, applicants receive a voucher.

Property Owner and CMHA: When the property owner wants to rent a unit to a participant, CMHA and the property owner enter into a Housing Assistance Payment (HAP) contract. In the HAP Contract, CMHA agrees to make HAP payments on behalf of the eligible family.

Property Owner and Participant: Property owners and participants enter into a lease. The lease and Tenancy Addendum govern the relationship between the two parties.



Roles & Responsibilities

The HCV program is made possible by the combined effort of CMHA, landlords and participants.

CMHA

- Establish local policies to administer the program
- Determine family eligibility; conduct Re- Examinations for continued eligibility
- Approving applicants, preliminary criminal background screenings and issuing vouchers
- Determine family share of rent and amount of the housing assistance payment (HAP); Pay Housing Assistance Payments to property owner
- Approving units, including assuring compliance with Housing Quality Standards (HQS) and determining the reasonableness of rent
- Ensure compliance with fair housing and equal opportunity requirements, HUD regulations and requirements, HUD- approved applications for program funding, CMHA's administrative plan, and state, federal and local laws
- Identify and expand housing opportunities for assisted families outside of areas of concentrated poverty

Landlords

- Screen families and lease the unit
- Collect family share of rent, security deposit and other charges (e.g., damage to the unit)
- Comply with HAP contract, lease and tenancy addendum
- Comply with Fair Housing, landlord and tenant laws
- Ensure property taxes are current and property is not in foreclosure
- Maintain unit compliance with HQS
- Maintain current Certificate of Occupancy and/or Rental Registration (if required by city)
- Enforce lease

Participants

- Pay rent and family-supplied utilities according to lease
- Recertify income and family size each year with CMHA
- Communicate with property owner and CMHA
- Comply with HCV Program rules and regulations, and the terms of the Lease and Tenancy Addendum.
- Allow CMHA and the property owner to inspect the unit at reasonable times and after reasonable notice
- Maintain unit, ensure unit is in safe and sanitary condition

We Need You!

The success of the Housing Choice Voucher program depends on the participation of private market landlords – YOU! Your participation provides participants with decent, safe and affordable housing.

Housing Choice Voucher Landlords Help:

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

Why Should You Partner With CMHA?

- CMHA is one of the largest housing authorities in the country, serving over 15,000 participants, ensuring a large pool of prospective tenants
- Pre-screened tenants- all families are subject to a criminal background check
- Tenant responsibilities are defined in the Lease Addendum
- Voucher tenants are incentivized to maintain their unit and pay rent on time or risk losing their subsidy
- If a tenant loses part or all of their income, CMHA will increase their subsidy to cover the loss of income
- Landlords can use their own lease and go month-to-month after the initial lease term
- Biennial inspections help landlords preserve their investment by identifying issues early
- CMHA's Landlord Outreach Coordinator is available to landlords to answer questions, provide guidance and solve problems

Did You Know?

Research on the impact of the HCV Program has found:



- Housing vouchers reduce homelessness and housing instability.
- Housing vouchers lift families out of poverty.
- Moving to lower-poverty neighborhoods significantly improves college attendance rates and future earnings for children.
- Moving to lower-poverty neighborhoods results in better health outcomes for adults, including lower prevalence of diabetes, obesity, physical limitations and psychological distress.

Steps to Become an HCVP Landlord



Step 1: Advertise Your Property

Step 2: Screen Applicants



Step 3: Complete & Submit RFTA

Step 4: Accept Rent Offer



Step 5: Pass HQS Inspection

Step 6: Sign Lease & HAP Contract



Step 7: Manage & Enforce Lease

Step 1: Advertise Your Property

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

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

- Online at affordablehousing.com (Free)
- Register with ohiohousinglocator.org (Free)
- Cleveland.com
- Craigslist.com

If possible, add pictures to your listing!

Step 2: Screen Applicants

Screen applicants just as you would unsubsidized applicants. It is the responsibility of the property owner to determine suitability of prospective tenants. Property owners are encouraged to screen potential tenants based on tenancy history, including factors such as:

- Past rent and utility bill payment history
- Eviction history
- Respecting the rights of other residents
- History of caring for the property
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with essential conditions of tenancy.

CMHA will provide prospective owners with the family's current address and if known to CMHA, the name and address of the landlord at the family's current and prior address.

Part of screening the tenant includes reviewing the voucher. Be sure to check the expiration date (180 days from the issue date) to ensure the voucher is still valid and review the unit size. The unit size represents the number of bedrooms CMHA expects a family will rent. The unit size determines the amount of subsidy CMHA will provide.

Fair Housing

What is Fair Housing?

As a federally funded housing provider, we are subject to many laws regarding fair housing. Federal Fair Housing Laws prohibit the discrimination of potential tenants on the basis of:

- Race/Color
- National Origin
- Religion
- Sex/Gender
- Familial Status
- Disability

In addition to federally protected classes, Ohio Fair Housing Laws protect people based on ancestry and military status. Cities may have additional fair housing protections (e.g., age, sexual orientation, and source of income).

Why is Fair Housing Important?

Fair Housing impacts access to:

- Quality Schools
- Health and Food
- Jobs and Healthcare

Zip codes determine:

- Life outcomes
- Upward mobility
- Living with Environmental Hazards

Landlords should apply consistent screening criteria, lease agreements and security deposits for all applicants (assisted and unassisted).

Fair Housing for People with Disabilities

Federal law (the Fair Housing Amendments Act of 1988) and state law (Ohio Revised Code Chapter 4112) prohibit discrimination in housing based on disability. Individuals with disabilities are afforded additional protections: reasonable accommodations, and reasonable modifications.

Reasonable Accommodation: an exception or change that a housing provider makes to rules policies, services, practices, or regulations that will assist a resident or applicant with a disability in taking advantage of a housing program or dwelling.

- Ex.: allow live-in aide | allow service animal despite 'no pet' policy | reserved parking spot

Reasonable Modification: a change to the physical premises allowing a person with a disability to overcome physical obstacles that interfere with his/her use of the dwelling or common areas.

- Ex.: widening doorways | installing grab bars | install door level handles
- In most situations, it would be the responsibility of the tenant to pay for the modification.

Step 3: Complete and Submit RFTA

Once the applicant family has been screened and approved by the Landlord, the applicant will provide the landlord with the Request for Tenancy Approval (RFTA) packet. The packet must be completed by the landlord and signed by both the landlord and applicant.

The Request for Tenancy Approval Packet includes:

- The Request for Tenancy Approval
- HUD Tenancy Addendum
- Landlord Fraud Letter
- Landlord Certification
- Drug-Free Housing Lease Addendum
- Lead-based Paint Disclosure
- Direct Deposit Form (If applicable)
- W-9 Form (New Vendors Only)
- Agent Form (If applicable)

Once the full packet is completed, it can be returned in the following ways: in person at 8120 Kinsman Rd, Cleveland, OH 44104 or via email at rfta@cmha.net.

Once the RFTA packet is completed, CMHA will review the RFTA packet, verify ownership through the Auditor's website, confirm that the unit is not in foreclosure and is current with property taxes.

Instructions for completing the other key forms will be included in the Appendix.

Reminder:



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

The New Landlord Briefing will provide information and resources to develop a better understanding of the HCVP. Topics will include understanding the RFTA process, security deposits, the inspection process, and more.

Step 4: Accept Rent Offer

Once received, the RFTA will be reviewed for completeness and accuracy. CMHA will use the information provided to perform a rent reasonableness determination. HUD regulations define reasonable rent as one that does not exceed rent charged for comparable; unassisted units in the same market area. CMHA compares the proposed unit to three un-assisted units with similar specifications. Several factors are taken into consideration when determining rent comparability, including:

- Location
- Quality
- Size
- Unit Type
- Age
- Amenities
- Maintenance
- Housing services

Any unit that is not rent reasonable is ineligible for the HCV program. **No federal funds may be used for any part of rent that is not reasonable.**

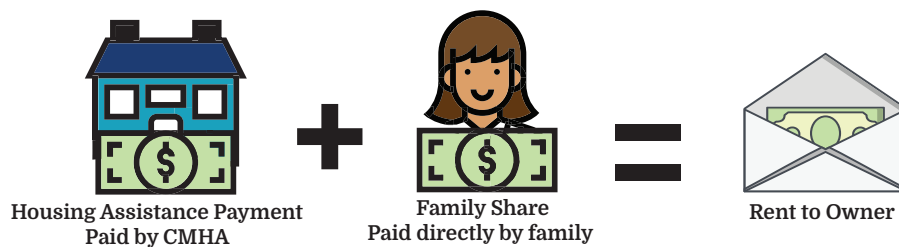
After the rent reasonableness determination and calculation of the HAP and family share, CMHA will contact the landlord to offer the contract rent. If the landlord accepts the rent offer, CMHA will send the HAP contract to the landlord for signature.

Understanding Rent Determination

We get a lot of questions from landlords about how rent is determined within the program. This section will be dedicated to an indepth explanation of the rent determination process.

First let's start with the basics:

In the Housing Choice Voucher program, rent consists of the Housing Assistance Payment (HAP) made by CMHA to the landlord, and the tenant's portion of the rent, also known as 'Family Share', paid directly to the landlord by the family.



The family generally pays 30% of their adjusted monthly income toward rent and utilities. Families could pay as much as 40% of their adjusted monthly income towards rent and utilities. This is known as the **Maximum Initial Rent Burden** or the maximum amount a family is expected to contribute during the first year in the unit. Rent must both be reasonable under HUD regulations and affordable to the family. CMHA offers a [Rent Affordability Calculator](#) for new contracts on our website.

Understanding Rent Determination

There are several key terms used for rent determinations.

Fair Market Rent (FMR): HUD- determined figures, which represent the cost to rent a moderately priced unit in the local housing market. This amount also includes utility costs.

Gross Rent: represents total housing costs, including the monthly rent charged, and the cost of any tenant-paid utilities or utility allowance.

Housing Assistance Payment (HAP): The monthly amount CMHA pays to the landlord, on behalf of the family.

HAP Calculation: The lesser of the following:

- The Maximum Subsidy (Payment Standard minus TTP)
- Gross Rent minus TTP

Payment Standards: The maximum amount of subsidy that CMHA can pay on behalf of a family. Payment standards are based on Fair Market Rents (FMRs). CMHA has established payment standards between 90% and 110% of the FMRs established by HUD.

Payment Standards are NOT equal to the amount a landlord can charge for rent. The payment standards are used to calculate:

- The amount of the HCV rent subsidy will pay me units rented through the program
- The maximum contribution that a tenant can afford to pay for the unit.

Please note that Fair Market Rents (FMRs) and payment standards may change annually.

Utility Allowance: To determine total housing costs for units in which utilities are not included in the rent, CMHA estimates the average monthly cost for all tenant-paid utilities and other tenant-paid services (e.g. trash collection). Utility allowances are not intended to reflect the total cost of a unit's utilities, but rather serve as an estimate of the monthly cost of a reasonable consumption of utilities and other services. If utilities are included in rent, there is no utility allowance for the unit.

Total Tenant Payment (TTP): The minimum amount the family must contribute towards rent and utilities.

TTP Calculation: The greater of the following:

- 30% of monthly adjusted income
- 10% of gross monthly income
- CMHA's minimum rent of \$50

Did You Know?



Families are advised of the unit size for which they are eligible based on the family size and composition. Families may select a larger or smaller unit than the unit size listed on their voucher. If the family selects a unit with a different size than is listed on their voucher, CMHA will apply the payment standard and utility allowance for the smaller of the two. (unit size on voucher or size of unit chosen)

Determining Rent and Housing Assistance Payments

There are a series of calculations that must be made in order to determine the family share of housing costs and CMHA's housing assistance payment. These calculations are made at two separate times: 1) When a voucher is issued and 2) When a unit is selected. To better understand this process we will follow a family through calculations.

Calculations at Voucher Issuance

Mary Jones and her two children have been approved to participate in the HCVP program and have received a 3 bedroom voucher. Mary's annual income is \$12,000.

First we need to determine the adjusted annual income. HUD regulations allow for the deduction of \$480 per dependent child. This information is used to calculate the Total Tenant Payment (the family's portion of the rent).

Example 1: Adjusted Annual Income Calculation		
Total Annual Income		\$12,000
Dependent Deduction (\$480 per child)	-	\$960
Adjusted Annual Income	=	\$11,040

In order to calculate the Total Tenant Payment, we first need to calculate the adjusted monthly income and gross monthly income.

The Adjusted Annual Income is divided by 12 to determine **Adjusted Monthly Income**.

- Mary's Adjusted Monthly Income ($\$11,040/12$) is \$920.

Total Annual Income is divided by 12 to determine **Gross Monthly Income**.

- Mary's Gross Monthly Income ($\$12,000/12$) is \$1,000.

Example 2: Total Tenant Payment Calculation	
30% of monthly adjusted income ($\$920 \times .30$)	\$276
10% of gross monthly income ($\$1,000 \times .10$)	\$100
CMHA minimum rent	\$50

Mary's TTP is \$276.

We can also calculate Mary's Maximum Initial Rent Burden.

Example 3: Maximum Initial Rent Burden	
30% of monthly adjusted income ($\$920 \times .30$)	\$276
40% of monthly adjusted income ($\$920 \times .40$)	\$368

The minimum amount Mary will contribute to rent and utilities is \$276, and the maximum amount is \$368.

Sample Rent Determination Calculations

Calculations after Unit Selection

Mary Jones and her two children have been issued a 3-bedroom voucher. As previously calculated, her Total Tenant Payment is \$276. CMHA's Payment Standard for a 3-bedroom unit in the area is \$1,337.

Scenario 1:

Mary found a 3-bedroom duplex and the landlord is asking for \$950 per month in rent. The utility allowance for the unit is \$109.

Example 4: Gross Rent Calculation		
Asking Rent		\$950
Utility Allowance	+	\$109
Gross Rent	=	\$1,059

Because gross rent (\$1,059) is less than the payment standard (\$1,337) for the area, gross rent will be used to calculate the Housing Assistance Payment (HAP).

Example 5: HAP Calculation		
Gross Rent		\$1,059
Total Tenant Payment	-	\$276
HAP	=	\$783

Outcome: Mary can afford this unit because CMHA's subsidy (\$783) plus her TTP (\$276) would cover gross rent.

Scenario 2:

Mary found a 3-bedroom house and the landlord is asking for \$1,500 per month in rent. The utility allowance for the unit is \$306. The payment standard for 3-bedroom unit in this area is \$1,337.

Example 6: Gross Rent Calculation		
Asking Rent		\$1,500
Utility Allowance	+	\$306
Gross Rent	=	\$1,806

Because gross rent (\$1,806) is more than the payment standard (\$1,337) for the area, the lesser of the two (the payment standard) will be used to calculate the Housing Assistance Payment (HAP).

Example 7: HAP Calculation		
Payment Standard		\$1,337
Total Tenant Payment	-	\$276
HAP	=	\$1,061

Outcome: Mary cannot afford this unit because CMHA's subsidy combined with Mary's TTP (\$276) would not cover gross rent. Even Mary's maximum initial rent burden (\$368) would not cover the gross rent.

Payment standards and utility allowances can be found on CMHA's website.

Step 5: Pass HQS Inspection

Initial Inspections

Initial inspections occur each time a new RFTA packet is submitted to CMHA. All units must pass a Housing Quality Standards (HQS) Inspection prior to the execution of the Housing Assistance Payment Contract. The initial inspection is the responsibility of the landlord.

Notification: All notices will be sent to the address that is current in CMHA's system. Please make sure phone numbers are correct.

Timing: The initial inspection will be scheduled within 15 days of receipt of the RFTA, if has been properly processed, and the owner deems the unit "Move-in Ready"

Representation: The property owner, or a representative of the property owner, aged 18 or older, must be present during the entire inspection

Re-inspections: If the rental unit cannot meet all requirements within two inspection visits, the unit will final fail and the HCVP will provide the participant with a new Request for Tenancy Approval packet and instructions to find another unit. The initial re-inspection will occur within 7-10 days of the last failed inspection.

Lead-Based Paint Regulations

Units built before January 1, 1978 that are cited for defective paint and that have a child under 6 years old that is residing or will reside in the unit must meet the following requirements:

- The landlord has up to 30 days fom the annual inspection and 10 days from initial move-in inspection to provide a "passed" lead clearance test and proof the repairs were completed by a certified lead abatement contractor.
- All other inspection violations must be corrected during this time period

Read about additional lead-based paint requirements [here](#).

New Lead Safe Certificate Regulations for Cleveland

Beginning in March 2021, owners of residential rental units built before 1978 and located in the City of Cleveland, are required to obtain lead-safe certification. To obtain the recertification, the landlord must provide a clearance examination or a lead risk assessmeent. Private state-certified professionals will perform inspections.

The Lead Safe Certification will be rolled out in phases by zip code. For additional information about the new Lead Safe Certificate Regulations, visit: www.lead safecle.org.

CHN Housing Partners, in partnership with the Lead Safe Coalition will provide loans, grants, and incentives to help property owners obtain their lead safe certification.

To learn more visit: www.chnhousingpartners.org/lead/

Step 6: Sign Lease and HAP Contract

After accepting the rent offer, the next step is to sign the Housing Assistance Payment Contract, lease, and Tenancy Addendum. The landlord will be contacted via email with the HAP contract for review and signature. A copy of the lease must be provided and must match the information in the HAP contract.

Lease

The lease is executed between the landlord and the family, and it runs concurrently with the Housing Assistance Payment (HAP) Contract. The HAP Contract is executed between CMHA and the owner. When either contract ends, so does the other. The initial term of the lease must be for at least one year. The lease must specify the renewal terms.

CMHA will not authorize the family to move during the first year of the lease. After the first year of the lease, a family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to CMHA approval. Any revisions to the lease must be signed by both the landlord and tenant.

The landlord's policy on their security deposit should be in writing and in accordance with Ohio's Landlord-Tenant Law. Families are responsible for paying their own security deposit. The amount must not exceed those charged to unassisted tenants.

Register for the Landlord Portal

After an owner has become a LL with HCVP, they are able to register on the Landlord Portal via a registration code provided by CMHA. This online tool allows owners to access a variety of information regarding their HCVP properties 24-hours a day.

With the portal, CMHA landlords can:

General

- Update contact information
- View & upload documents
- View tenant caseworker information
- Access links to forms such as: rent adjustment form, change in utility responsibility form and building rent form, and 1099s

Inspections

- Access failed inspection items within 72 hours of failed inspection, including photos
- Inspection history

Payment Information

- View HAP payment information & HAP payment calendar
- Access to ledger and ability to export to excel and PDF
- Update Bank Account Information

CMHA Landlords can access the portal at www.applications.cmha.net.

Step 7: Manage and Enforce the Lease

Congratulations! You are now a Housing Choice Voucher landlord! After signing the HAP Contract, a Contracting Eligibility Specialist will establish a move-in date.

Do not let the family move in prior to the CMHA approved date.

Once the HAP Contract has been executed, landlords will begin to receive payments.

- It is illegal to receive payments beyond from tenants beyond what is approved by CMHA. These illegal payments are known as 'side payments'.
- Side payments are actionable offenses under federal law and anyone found guilty of violating this act can be heavily fined.

Additional Policies and Procedures

Annual Re-examinations: CMHA requires that HCV participants re-verify household income and composition annually in a process known as annual re-examination. In addition, participants are also required to notify CMHA of any changes in household income or family composition. If CMHA is notified of such a change, an interim re-examination is required.

Biennial Inspections: Biennial Inspections occur once every two years and are typically scheduled within 60-120 days prior to the anniversary date of the last inspection.. The inspection ensures that a housing unit continues to meet HQS Inspections protocol throughout the tenancy of the HCV participant. For an inspection to occur, a representative from either the owner of HCV participant family (18 years or old) must be present during the entire inspection. Pets (if applicable) must be contained prior to the start of the inspection. Notification of the upcoming inspection will be made via mail and on the respective portals. Up to three inspections are allowed.

Other Inspections:

Emergency Inspections are initiated for life threatening issues such as a gas leak, disconnection of lights, gas, or water, or inoperable smoke detectors. A representative from either the owner or the HCV participant family (18 years or older) must be present during the entire inspection. A representative from CMHA's Inspections Department or Metro Inspections will contact both the owner and the HCV participant to make them aware of the inspection. The information will also be on the respective portals. Up to three inspections allowed.

- If corrective action is not taken, CMHA will abate (stop) the HAP payments.
- If it is determined that the family caused the HQS breach and corrective action is not taken CMHA may terminate the family's assistance.

Special Inspections can be initiated for any non-emergency issue that occurred since the last inspection. If initiated by tenant, a representative from the HCV participant family must be present. If initiated by the landlord, the landlord must provide representation. Notification of the inspection will be made via mail and on the respective portals. Up to three inspections are allowed.

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

Additional Policies and Procedures Continued

Abatement: The owner is responsible for ensuring the unit meets HQS requirements during the entire term of the HAP Contract. If at any time it is determined that the unit does not meet HQS standards, CMHA will notify the owner in writing and provide a reasonable amount of time to make repairs. If repairs are not made in that time period, CMHA is required to abate (stop) payments. If payments are abated, the family is still responsible for providing their share of the rent; however CMHA will not make the HAP payment and HAP payments will not resume until repairs are made. **There will be no retroactive payments for the period of time that the unit was in abatement for non-compliance with HQS.** If the unit is in abatement for more than 30 days, the HAP Contract may be cancelled.

Local Housing Code: Owners are responsible for meeting local and state housing codes that apply to rental properties.

All owners should contact the building department of their municipality to be sure they are in compliance with local housing codes. The building department may require a separate inspection and the issuance of a rental permit or Certificate of Occupancy. Each municipality has different requirements, so it is important that owners check with the city in which the unit is located to verify compliance.

Rent Increase Requests: All rent-adjustment related forms should be submitted via the Landlord Portal. Prior to submission of the request a Notice of Landlord Rent Adjustment Request form signed by the property owner and client must be submitted.

The following criteria must be met in order for the process to begin

1. The HAP Contract must be at least one year old.
2. There must be a passed annual inspection within 12 months of the rent adjustment effective date.
3. Our participant/your tenant must have an up-to-date annual recertification effectuated within 12 months of the rent adjustment effective date.
4. It must be at least 12 months since the last rent adjustment was approved.
5. The requested amount must be deemed rent reasonable.

Lease and Contract Termination

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

The Landlord Evicts the Family

It is the landlord's responsibility to initiate the termination of any lease or eviction of any participant. Property owners must do so in accordance to state and local law, and the HAP contract. In the event an eviction is initiated, a copy of the eviction notice must be provided to CMHA.

Ohio law requires that the landlord not receive payment during the eviction process. Upon request from a landlord, CMHA will put HAP payments on hold until we are notified by the landlord that the eviction process is complete. CMHA cannot provide legal advice to property owners. We recommend you seek the advice of an attorney.

Lease and Contract Termination Continued

The Family Terminates the Tenancy

The family may terminate tenancy any time after the initial lease term (1 year) of the lease with proper notice to landlord. Proper notice should be defined in the lease.

The Family Moves from the Unit

Families are permitted to move after the initial lease term (1 year). If a family wishes to move, the family must provide written notice to CMHA and the owner before moving out of the unit or terminating the lease. Families are required to give the property owner at least a 30 day notice to vacate (or more if indicated by the lease). Failure by the tenant to give notice to the landlord in accordance with the lease is a lease violation.

It is the responsibility of both the tenant and landlord to stay in close communication during the move-out process. Tenant move-in dates should fall on the first of the month. Thus, tenants should be moved out of their previous unit by the end of the month prior to the move-in date for the new unit. If the tenant is not moved out by the end of the month, they will be responsible for the rent in the previous unit. Any excess HAP payments must be returned to CMHA.

CMHA Terminates the Family's Assistance

CMHA will provide the owner and the family written notice if the family is being terminated from the program. When the family is terminated from the Housing Choice Voucher Program, the HAP Contract automatically terminates. The lease becomes "unassisted" and the HAP payments will no longer be provided.

The Landlord Terminates the Tenancy

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

The landlord may terminate the tenancy during the initial term of the lease (or any extension term) if the family:

- Commits serious or repeated violations of the lease;
- Violates Federal, State or local law relating to the use or occupancy of the unit;
- Demonstrates good cause for termination (e.g., history of disturbance of neighbors, destruction of property) or abuses alcohol in a manner that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

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

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

Resources

Questions? Contact Aleksandra Tyler, Mobility and Landlord Outreach Coordinator:

Email: tylera@cmha.net

Phone: 216- 271-2599

Contact CMHA's Housing Choice Voucher Program:

Hours: Monday - Friday, 8 a.m. to 5 p.m.

Address: 8120 Kinsman Rd, Cleveland, OH 44104-3101

Phone: 216-431-1471

Fax: 216-348-4925

Visit www.cmha.net for:

- Answers to Frequently Asked Questions (FAQs)
- Forms, publications, and newsletters
- Administrative plans
- HQS Inspection list
- Rent Affordability Calculator
- Landlord Resources

Fair Housing Information

Fair Housing Center: www.thehousingcenter.org

Disability Rights Ohio: www.disabilityrightsohio.org

Lead Safe Information

Lead Safe Hotline: 833-601-5323

Lead Safe Cleveland Coalition: www.leadsefacle.org

GLOSSARY

ABATEMENT: The period of time when Housing Assistance Payments are not made to the owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not made for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible only for their share of the rent.

ADJUSTED INCOME: Annual income minus any HUD allowable deductions and expenses.

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.

CONTRACT RENT: The amount of rent the property owner agrees to accept during the rent determination process. This rent is the sum of CMHA's Housing Assistance Payment (HAP) and the tenant's portion of the rent. See "Rent to Owner".

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

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

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

FAMILY SHARE: The portion of rent and utilities paid by a family.

GROSS RENT: The sum of the rent to owner plus any utility allowance.

HOUSING ASSISTANCE PAYMENTS (HAP): The monthly assistance payment made by a PHA which includes:

1. A payment to the owner for rent under the family's lease, and;
2. An additional payment to the family if the total assistance payment exceeds the Rent to Owner.

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

HOUSING QUALITY STANDARDS: The HUD established minimum quality standards for housing assisted under the Housing Choice Voucher Program. Units must meet HQS standards. HQS Inspections are required before the HAP Contract is signed and at least annually during the term of the contract.

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.

MONTHLY ADJUSTED INCOME: One-twelfth of annual income after allowances.

MONTHLY INCOME: One-twelfth of annual income before allowances.

PAYMENT STANDARDS: The maximum subsidy payment for a family in the Housing Choice Voucher Program. CMHA's payment standards are set between 90-110% of FMR.

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

GLOSSARY CONTINUED

REASONABLE RENT (RENT REASONABLENESS): A rent to owner that is not more than either:

1. The rent charged for comparable units in the private unassisted market, or
2. The rent charged by the owner for a comparable unassisted unit in the building or premises.

REASONABLE ACCOMMODATION: Under the federal “Fair Housing Act”, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

REASONABLE MODIFICATIONS: The Fair Housing Act allows persons with disabilities to make adjustments to their rental units at their own expense.

RECERTIFICATION: Also called a reexamination. The process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months.

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

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

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

SECURITY DEPOSIT: A dollar amount that can be collected from a family by an owner and used for amount owed under a lease according to State/local law. The security deposit may not exceed those charged to unassisted tenants.

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

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

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

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

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

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

VOUCHER TERM: How long an applicant has to search for housing.

VOUCHER SIZE: Represents the number of bedrooms a household is eligible for.

Sample Form: Voucher

Voucher Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 07/31/2022)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

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 is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. 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 voucher issuance.

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

7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA
Official

9. Signature of PHA
Official

Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

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

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

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

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.
 - 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

Filing Out Request for Tenancy Approval (RFTA)

Expect to be asked to provide:

1. Name of Public Housing Authority: Cuyahoga Metropolitan Housing Authority
2. Address of Unit
3. Requested Beginning Date of Lease
4. Number of Bedrooms
5. Year Constructed
6. Proposed Rent
7. Security Deposit Amount
8. Date Unit Available for Inspection
9. Type of Housing
10. If the unit is subsidized, indicate the type of subsidy
11. Utilities and Appliances: Mark which party pays for utilities and provides appliances by using "O" for owner and "T" for tenant.
12. Owners of projects with more than 4 units must complete the following sections for most recently leased comparable unassisted units within the premises: HUD requires that owners not charge more for assisted units than for comparable units on the premises.
 - 12a. Owners of projects with more than 4 units
 - 12b. The owner (including a principal or other interested party) is not parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities
13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility: (See Owner's Responsibilities for Request for Tenancy Approval section below).
14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum: (See Tenancy Addendum section on Page).
15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved: (See Inspections section on Page).

Both the Owner and the Applicant/Participant must sign the Request for Tenancy Approval (RFTA) Form at the bottom of pg 2.

Sample Form: RFTA

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
--	--	--	--	--	--

3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
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9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)	10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____
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11. Utilities and Appliances
 The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

12. Owner's Certifications

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

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

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

c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Filling out the Housing Assistance Payments (HAP) Contract

2. Tenant: Name of Family

3. Contract Unit: Address of Unit including any apartment number

4. Household: Names of household members; indicate if any of these people is an approved live-in aide

5. Initial Lease Term: First and last date of the initial lease term

6. Initial Rent to Owner: The initial monthly rent to the landlord during the initial lease term

7. Initial Housing Assistance Payment: The initial amount of monthly housing assistance payment

8. Utility and Appliances: The type of utilities and appliances to be supplied by the landlord and also the utilities and appliances to be supplied by the tenant

Signature, Date and Mailing Address for payments

Sample Forms: HAP & Tenancy Addendum

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

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

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

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

Section 4. **Household Members**

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

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**

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

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

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

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

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

Signatures

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

4. Term of HAP Contract

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

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP

contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

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

15. Reserved

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

17. Entire Agreement: Interpretation

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

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

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

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

i. Actual and Imminent Threats:

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

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

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

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

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

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

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

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

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

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

n. Confidentiality.

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

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

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

