

HOUSING CHOICE VOUCHER PROGRAM

OWNER INFORMATION PACKET

W E L C O M E!!! The Amsterdam Housing Authority is pleased to have you participate with us in an effort to improve the quality of living for the residents of the City of Amsterdam.

This Packet is designed to give you the basic information about the Section 8 Housing Choice Voucher Program (HCV) requirements as the landlord / agent, and your relationship with program participants and with the Amsterdam Housing Authority (AHA).

We live in an ever-changing world. If you encounter a situation not expressed or understood, please call the Section 8 staff at 842-2907.

We encourage you to review the Packet and become familiar with the information. Inspections will not be scheduled until the owner/agent has provided us the proof that the taxes are current, the Request for Tenancy Approval and a W-9 is received. You may contact City Hall at (518) 841-4309 and request that proof of taxes be faxed to our office. If the report shows any delinquent taxes, the unit will not be scheduled for inspection.

Failure to submit all of the required documentation will cause delays in both the inspection process and the execution of Housing Assistance Payments.

Once again, we welcome you to the Section 8 Program administered by the Amsterdam Housing Authority. We will make every effort to insure that your participation as a landlord/agent is a most pleasant experience for you.

**Amsterdam Housing Authority
52 Division Street
Amsterdam, NY 12010
PHONE (518) 842-2907
FAX (518) 842-2973**

WWW.AMSTERDAMHOUSINGAUTHORITY.ORG

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NOTICE TO OWNERS/AGENT

**PLEASE COMPLETE THE FOLLOWING FORMS AND SIGN WHERE REQUIRED.
SUBMIT ALL FORMS TO THE SECTION 8 DEPARTMENT.**

YOU ARE REQUIRED TO SUBMIT PROOF THAT THE TAXES ON THE SAID PROPERTY IS CURRENT. THIS MAY BE DONE BY CALLING CITY HALL AT 518-841-4309 AND REQUESTING THAT AN ACCOUNT BALANCE SUMMARY REPORT BE FAXED TO OUR OFFICE.

INSPECTIONS WILL NOT BE SCHEDULED UNTIL THE OWNER HAS PROVIDED THE OFFICE WITH ALL OF THE INFORMATION REQUESTED. FAILURE TO SUBMIT THE REQUIRED FORMS AND DOCUMENTATION WILL CAUSE DELAYS IN BOTH THE INSPECTION PROCESS AND THE RELEASE OF HAP PAYMENTS.

INSPECTIONS WILL NOT BE PERFORMED UNLESS THE UTILITIES ARE TURNED ON AND THE UNIT IS VACANT OR CURRENTLY OCCUPIED BY THE PARTICIPANT.

ONCE THE UNIT IS APPROVED LANDLORDS ARE REQUIRED TO SUBMIT A COPY OF THE SIGNED LEASE. THE ATTACHED LEASE ADDENDUM AUTOMATICALLY BECOMES A PART OF THE EXECUTED LEASE. THE TERM DATES AND TOTAL CONTRACT RENT MUST COINCIDE WITH THAT OF THE HAP CONTRACT.

THE FIRST HAP PAYMENT IS GENERALLY PAID 30 DAYS AFTER THE EXECUTED HAP CONTRACT AND LEASE ARE RECEIVED.

ALL HAP PAYMENTS ARE PAID TO LANDLORDS VIA DIRECT DEPOSIT. PLEASE MAKE SURE TO COMPLETE AND SUBMIT THE AUTHORIZATION FOR DIRECT DEPOSIT TO AVOID A DELAY IN RECEIVING PAYMENT.

FAILURE TO SUBMIT DOCUMENTS OR FOLLOW THE DIRECTIONS WILL CAUSE DELAYS IN THE APPROVAL OF THE UNIT AND RELEASE OF HAP PAYMENTS.

**IF YOU HAVE ANY QUESTIONS ABOUT THE PROGRAM OR THE FORMS,
PLEASE CONTACT THE OFFICE AT 518-842-2907.**

THE HOUSING CHOICE VOUCHER PROGRAM OWNER'S GUIDE

Designed to maintain regular owner and tenant relationships while promoting affordable rental housing

- The Housing Choice Voucher Program (HCV) is a federally funded program, which helps families pay their rent.
- Families are able to select a unit of their choice in the private rental market.
- Families pay between 30 & 40 percent of their income toward rent and Housing Authority pays the balance directly to the landlord via direct deposit.

BENEFITS

The program offers benefits to an owner in several areas:

- Guaranteed Rent Checks the first business day of each month
- Free Advertising in our Apartment Referral Listing
- Yearly Inspections of Subsidized units
- Provide affordable housing to low income families
- The ability to choose and screen your own tenants (The AHA is not responsible for choosing tenants, however; we will provide previous addresses and landlords if they are available in a participants file.)

Landlord/Owner Participation in the Section 8 Housing Choice Voucher Program can be denied/revoked if:

- The owner owes property taxes on the unit that is being subsidized.
- The owner has been disbarred, suspended or subject to a limited denial of participation.
- The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements.
- A court or administrative agency has determined that the owner violated the conditions listed above.
- The owner has violated obligations under a housing assistance payment (HAP) contract.
- The owner has committed fraud, bribery or any other corrupt or criminal act.
- The owner has engaged in drug related or violent criminal behavior.
- The owner has a history of HQS non-compliance.
- In addition, AHA will not approve a unit if the owner is the parent, child, grandparent, and child, sister or brother of any member of the family.

BASIC OWNER RESPONSIBILITIES

The basic owner responsibilities in the HCV program are outlined in the regulations and include the following:

- Perform all of the owner's obligations under the Housing Assistance Payments (HAP) contract, the HUD Tenancy Addendum and the lease. If there is a conflict between the lease and the HAP/HUD Tenancy Addendum, the HAP/HUD Tenancy Addendum prevails;
- Have PHA approval before moving a tenant into the unit;
- Maintain the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance;
- Comply with equal opportunity requirements;
- Prepare and furnish to PHA information required under the HAP contract;
- Collect from the family any security deposit, the tenant's contribution to rent (the part of rent to owner not covered by the housing assistance payment from PHA), and any charges for unit damage by the family;
- Enforce tenant obligations under the dwelling lease;
- Notify the AHA of eviction notices in writing 30 days in advance, stating grounds or cause;
- Sale, transfer or change of Agency: Landlord must notify AHA Section 8 Office in writing, within thirty (30) days of change so that AHA may make appropriate changes.
- Provide proof that all city, state, and local taxes, fines, assessments and/or payment agreements are current;
- Remain current on all city, state, and local taxes, fines, assessments and/or payment agreements related to real estate taxes; and
- Comply with the Violence Against Women Reauthorization Act of 2005 (VAWA) when screening and terminating tenants.
- In accordance with applicable fair housing laws and other requirements, owners are responsible for screening tenants prior to occupancy;
- Agree to a ONE year initial lease agreement and an approved contract rent;
- Provide a letter of good standing for existing tenants who request to move from existing units.

RESPONSIBILITIES

The participating family, the owner and the Housing Authority are all involved in the process of ensuring that the dwelling unit complies with Housing Quality Standards. A summary of the responsibilities of each party is provided:

AMSTERDAM HOUSING AUTHORITY

- Explains and enforces the rules of the program to families and owner
- Issue Vouchers to families
- Ensure that all units meet Housing Quality Standards
- Make initial inspection in response to Request for Tenancy Approval
- Encourage participants and owners to maintain units
- Approves the property, the owner and the lease
- Sends housing assistance payment to the owner
- Conducts annual re-exams of the family's income and composition and adjusts rent portions if necessary

THE PARTICIPANT / TENANT:

- Pay tenant portion of the rent monthly.
- Comply with the terms of the lease.
- Keep the dwelling safe and sanitary.
- Notify the owner of any necessary repairs.
- Allow inspection of unit at reasonable times after reasonable notice.
- Notify owner and Section 8 Department in writing before moving.
- Notify Section 8 Department of any family composition changes.
- Pay utility bills and supply appliances that the owner is not required to supply.
- Live in harmony with neighbors, keep noise to a minimum and avoid conflicts.
- Avoid any unlawful activity, including drug activity.

THE PROPERTY OWNER:

- Comply with the terms of the lease.
- Keep the dwelling unit safe and sanitary.
- Make necessary repairs within the prescribed time frame.
- Comply with fair housing laws.
- Owners must have Comprehensive General Liability Insurance Coverage for the subsidized unit.
- Collect your security deposit, rent, and other charges.
- Do not commit any criminal act in connection with any federal housing program or engage in drug trafficking.
- Owners are encouraged to carefully screen prospective tenants.

LEASING THE PROPERTY

When you have selected a participant to occupy your unit, you will be requested to complete a Request for Tenancy Approval (RFTA). This document indicates the identification and location of the dwelling, the amount of rent charged, and whether or not utilities and appliances are provided.

The participant is not allowed to enter a lease agreement at this time. When the RFTA has been received, the Housing Authority will contact you to make arrangements to inspect the unit. The dwelling must meet Housing Quality Standards (HQS). If there are any violations of Housing Quality Standards (HQS), you will be notified of the repairs needed, and a re-inspection will be scheduled. HAP payments will not begin until the unit passes HQS. The tenant is responsible for the entire rent until the unit passes inspection and the HAP Contract is executed by the AHA.

As the landlord/agent, you will be required to enter into a lease agreement with the participant. The Housing Authority provides a Section 8 tenancy addendum. Under the program, the Section 8 Department must establish whether or not the monthly rent charge is reasonable, taking into consideration size, location, age of unit, amenities, management services, and most recent rent charges. Section 8 staff will advise you if the amount requested for monthly rent is “reasonable”.

NOTE: LEASE MUST MEET SECTION 8 REQUIREMENTS.

VOUCHERS AND PAYMENT STANDARDS

The Housing Choice Voucher is a document that guarantees payment of rental subsidy when a participant finds an appropriate unit that meets program requirements. The participant informs you that the Housing Authority will pay a portion of the rent. Participants must receive prior approval before signing a lease.

Payment standards represent the maximum amount of subsidy that can be paid for any unit rented under the Housing Choice Voucher Program.

RENT REASONABLENESS

A Rent Reasonableness determines if the requested rent is reasonable as compared to an unassisted unit when considering the location, quality, size, type, age, amenities, housing services, maintenance and utilities to be provided.

All requested rents must be approved by for an initial lease or any requested rent increases. If the rent is not approved, the owner can accept a lower rent amount. This reduced rent is the total rent that can be collected by the owner/agent for the unit from the Housing Authority, Tenant and any other person/agency. This is also the total rent amount that must be listed on the lease.

HOUSING ASSISTANCE PAYMENT CONTRACT (H A P)

In addition to a lease agreement, you will sign a Housing Assistance Payments contract (HAP). The HAP contract is an agreement between the Housing Authority and the landlord/agent, which authorizes the payment of subsidy. It will have the same term as the lease, and will specify the amount of subsidy to be paid by the Housing Authority and the amount of rent to be paid by the tenant. You should not assume that Amsterdam Housing Authority pays 100% of the rent for each resident in all cases. If the resident is to pay you a portion of the monthly rent, it will be your responsibility to collect that amount. The Housing Choice Voucher Program does not prohibit late fees; however, they should be reasonable and clearly outlined in the terms of your lease.

SECURITY DEPOSIT

Families are responsible for paying any security deposit directly to the owner/agent. The owner may collect a security deposit from the tenant in an amount up to but not exceeding one month's contract rent. When a tenant moves out, the owner, subject to State or local law, may use the security deposit, including any interest earned on the deposit, as reimbursement of any:

- Tenant caused damages to the unit.
- Other amounts the tenant owes under the lease which state/local laws allows to be deducted (such as unpaid rent of accrued late fees).

The owner must give the tenant a written list of all items and amounts charged against the security deposit. After deducting the reimbursement due owner, the owner must refund the unused balance within 30 days of move out. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the tenant through a local court. In case of damages that exceed the tenant's security deposit the owner must collect from the tenant.

INSPECTIONS

Before a dwelling can be approved, the Housing Authority must determine if the unit meets Housing Quality Standards (HQS). Your unit must be inspected **prior** to lease approval, and at least once each year thereafter. When the Request for Tenancy Approval (RFTA) and proof of taxes has been received, we will make arrangements to examine the unit. If there are any violations of Housing Quality Standards (HQS), you will be notified, and you will be given 30 days to make the necessary corrections. If the corrections are made prior to the 30 days you can notify the office. This inspection is often referred to as the "Initial Inspection".

The Annual Inspection is scheduled at least ninety (90) days before the expiration of the contract and is performed in conjunction with the re-certification of the participating family. If violations of HQS are found, the housing inspector will describe the deficiencies in a report to you. Serious deficiencies, which present an immediate danger to the health and safety of the family, must be corrected within 24 hours. If the situation is not corrected, the Housing Authority must either stop the Housing Assistance Payment (HAP), or terminate the HAP contract. The HAP payments may be resumed once the deficiencies are fully corrected, but the Housing Authority will **not** make payments for the time period the unit was not in compliance.

If there are any other deficiencies that could affect the health and safety of the occupants, you must correct the items within 30 days or less. If the corrective action is not performed within the specified 30 day time period, the Housing Authority will determine if an extension of time is warranted depending upon the nature of the work to be completed and the Housing Authority's determination of a reasonable deadline. If an extension is not granted, the housing assistance payment will stop or the contract terminated. During the period when payments have been stopped, the Housing Authority will apprise the tenant of his/her responsibility under applicable State or local law regarding the payment of his/her share of rent to you.

Complaint Inspections are conducted when the participating family, the owner, or other accountable sources such as (complaints from neighbors) report the units' condition may lack compliance with the HQS criteria. The regulations stipulate that each unit leased under the HCV Program shall meet basic Housing Quality Standards at all times.

A list of the top ten fail inspection items can be found on our website: www.amsterdamhousingauthority.org under the Landlord tab.

IMPORTANT NOTICE TO OWNERS AND TENANTS

Submission of the Leasing Packet

Amsterdam Housing Authority (AHA) will not accept any Request for Tenancy Approvals (RFTAs) unless all Leasing Packet forms have been completed and executed. Your RFTA will be refused until all tenant and owner submissions are complete.

AHA is NOT authorized to pay any rental subsidy until the unit has an AHA approved HQS inspection AND an AHA approved rent. There will be no subsidy payments for any period prior to the inspection and rent approval dates. If a tenant moves into a unit prior to the AHA approved inspection and rent the tenant will be responsible for the entire rent for that period. **No subsidy payment will be released to the owner until there is an approved inspection, approved rent, executed lease and executed HAP contract.** If you have a question as to whether an inspection and/or rent has been approved please call **(518) 842-2907**.

Illegal Side Payments

Except for the rent to owner, owners may not charge any additional amounts and/or 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.

The collection of side payments from HCV participants is a serious offense that is punishable under Federal law. Side payments include, but are not limited to, rent payments collected from HCV participants in addition to the agreed upon contract rent amount, fees for appliances or routine maintenance services or additional charges for utilities that are included in the rent or that the Landlord has agreed to pay. Additionally, requiring participants to perform services in lieu of payments (i.e, perform their own maintenance) is not permitted.

Owners charging tenants illegal side payments are considered to be in breach of the HAP contract. AHA may pursue 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.

If it is discovered or suspected that a Landlord is collecting any form of side payment the matter will be reported to the Office of Inspector General (OIG) for investigation and possible prosecution under Federal law pursuant to HUD regulations.

Violations of these provisions constitute fraud. The Landlord and Family may be terminated from the HCV program and information will be referred to the Office of Inspector General (OIG) for further investigation.

Tenant:

I have read, understood, and agree to the above statements.

Print Tenant Name

Signature

Date

Owner/Agent:

I have read, understood, and agree to the above statements.

Print Owner/Agent Name

Signature

Date

AMSTERDAM HOUSING AUTHORITY
SECTION 8 OFFICE
52 Division Street
Amsterdam, New York 12010

LANDLORD AND TENANT RESPONSIBILITIES
HOUSING ASSISTANCE PAYMENTS PROGRAM

LANDLORD RESPONSIBILITIES:

1. Landlords are required to comply with the Lease and HAP Contract.
2. Landlords are required to notify Amsterdam Housing Authority, Section 8 Office of eviction notices thirty (30) days in advance in writing, stating grounds or cause and give tenant ten (10) days to respond to charges.
3. Sale, transfer or change of Agency: Landlord must notify AHA Section 8 Office in writing, within thirty (30) days of change so that AHA may make appropriate changes.
4. Landlords are required to notify AHA Section 8 Office of any changes, disagreements or complaints, in writing to the attention of the Section 8 Office with a copy to the tenant.
5. Landlords are requested not to enter into any agreements other than those stated in the Lease and HAP Contract. AHA will not be responsible for any agreements made that are not provided in the Lease or HAP Contract.
6. Landlord must notify AHA of any non-payments of rent no later than the fifth (5th) day of the month of delinquency. Also, send a copy to the tenant.
7. Landlord (or Agent) is responsible for being available for inspection of the unit. Landlord is also responsible for maintenance due to normal wear and tear.
8. It is mandatory that the Landlord issue a dated receipt for all rent collected.
9. Landlord is responsible to review the Lease and HAP Contract with tenant.
10. Landlord is required to notify tenant when requesting visitation for whatever purpose. Landlords are to establish a regular schedule of property inspection and give a copy of the schedule to the tenant. Tenant must be given 48-hour notice of any inspection except in emergency situations such as gas or water breaks, power failure or similar incident threatening property or life.
11. Landlord is required to submit a damage claim form within ten (10) days of move-out/termination, whichever comes first. Also, send a copy to the tenant.

TENANT RESPONSIBILITIES:

1. Comply with Lease – to pay your rent as due each month. Not to damage unit. Responsible for terms agreed upon in Lease. Failure to comply could result in termination of your participation in the Section 8 Program and/or eviction.
2. Notify AHA of any changes in your family composition or income, within (10 days) increase or decrease. This could result in change of your HAP Payment. Comply with the terms and conditions of your Certificate of Family Participation/Housing Voucher.
3. Do not sublet or lease. Any additional member to your household must be reported to the AHA and approved by your landlord. Failure to comply may result in termination.
4. Make no agreements with your landlord that are not contained in your lease or approved by your Section 8 Representative. All agreements must be in writing and a copy provided to the Amsterdam Housing Authority.
5. Notify your AHA Section 8 Representative of all complaints before any other action is taken. Notification must be in writing. Failure to do so could result in termination of your participation in the Section 8 Program.
6. Notify your AHA Section 8 Representative and your Landlord, in writing, thirty (30) days prior to your request to move or transfer. Written notification must include name, address, phone number of new landlord and unit address. No transfer, termination, or move-out will be processed until our office has received the proper written notification and landlord approval.
7. Tenant and Landlord are required to notify AHA should there be any termination or interruption of any utility service, such as Gas, Electric, Water or Sewer.
8. It is your responsibility to be available, for the House Inspection and to notify your Landlord of the inspection.
9. It is mandatory that Tenant receives and retains all receipts for rent and utilities and other charges contained in your lease. Failure to do so could result in termination of your program participation.
10. It is your responsibility to maintain unit in Clean, Safe and Decent manner according to acceptable housekeeping standards.
11. Tenant is responsible for paying all damages caused by neglect or abuse by family or visitors.

TO ALL OWNERS AND TENANTS:

RECERTIFICATION

Should you decide not to renew the Lease of your unit, it is mandatory that a thirty (30) day written notice be given to the AHA Section 8 Office by either party. Failure to do so will result in non-payment of the HAP Contract. (This should be returned with your recertification packet to the Section 8 Representative upon receipt.)

I, _____, fully understand and agree to the above responsibilities of Owner/Agent.
(Signature of Owner/Agent)

Date: _____

I, _____, fully understand and agree to the above responsibilities as Tenant.
(Tenant Signature)

Date: _____

I, _____, fully understand and agree to the above responsibilities as Tenant.
(Other Adult/Spouse)

Date: _____

Certification by Section 8 Representative

Date: _____

DEFINITIONS

HAP-Housing Assistance Payment (That portion of the rent which is paid by AHA to the Landlord on behalf of the Tenant.)

PHA-Public Housing Authority

AHA-Amsterdam Housing Authority

AGENT AUTHORIZATION

If there is an existing Agent Authorization or Management Agreement in place for this unit, please attach to the Leasing Packet. If there is not an Agent Authorization or Management Agreement in place, this authorization is to be completed by the legal owner of the designated property when an individual or entity, other than the owner, will be managing the property. Please keep a copy of this authorization on file.

Property Address: _____
Street Apt # City State Zip

Tenant Name: _____

AUTHORIZATION

I, _____, hereby authorize
(Owner's Name)

_____, known as my Agent,
(Agent's Name)

to conduct the following business with the Amsterdam Housing Authority (AHA) on my behalf for the above captioned unit.

Please indicate the agent's authorized responsibilities:

Contract with AHA and tenant (i.e. negotiate rent, execute tenant lease and HAP contract)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Receive Housing Assistance Payment (HAP) and tenant rental payments	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Grant access to the rental unit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Access contract and payment information	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Maintain the unit and responsibility for repairs and inspections	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inform the Owner of obligations under 42 U.S.C. 4852d and is responsible for ensuring Compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No

AGENT CONTACT INFORMATION

Contact information for my Agent is as follows:

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

If the Agent's responsibilities are described in a separate agreement, I will provide a copy of that document and any amendments thereto to AHA. I acknowledge that the appointment of the Agent does not in any way abridge, negate, modify or otherwise eliminate my/our responsibilities and requirements under the Housing Assistance Payments (HAP) Contract with AHA and that I am responsible for ensuring that the Agent and Property comply in all respects with such responsibilities and requirements.

Signature of Legal Owner Date

Signature of Agent Date

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. / /)

Public reporting burden for this collection of information is estimated to average .08 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. The Department of Housing and Urban Development is authorized to collect information required on this form by section 5403 of the title 24 of the United States Code. The collection of the data on the family selected is mandatory. The information is used to determine if the unit is eligible for rental assistance. Do not disclose this information to Federal, State, and local agencies when relevant 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. Do not provide any of the information if it is in delay or rejection of family or other assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

Multi-Family Home
 Single Family/Detached
 Two-Family Home
 Row House
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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

_____ (b) Records and reports available to the lessor (check one below):

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

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

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet, *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED CREDIT/DEPOSITS ACH CREDIT

- ADD TENANT** _____
(Tenant Name)
- CHANGE EXISTING INFORMATION ON FILE**

COMPANY NAME: AMSTERDAM HOUSING AUTHORITY

I/We authorize The Amsterdam Housing Authority, to initiate credit entries and to, if necessary, debit entries and adjustments for any credit entries made in error to my/our checking/savings account indicated below and depository/bank named below, hereinafter called "Depository", to debit and/or credit the same to such account.

DEPOSITORY/BANK NAME: _____

CITY: _____

E-MAIL NOTIFICATION: _____

TRANSIT/ABA NUMBER: _____
(BANK ROUTING NUMBER)

OWNER TELEPHONE#: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: **CHECKING** **SAVINGS (CHECK ONE)**

CHECKING ACCOUNT: PLEASE ATTACH A COPY OF A VOIDED CHECK

This Authorization Agreement is to remain in full force and effect until The Amsterdam Housing Authority has received written notification from me/us of its termination in such time and in such manner as to afford The Amsterdam Housing Authority and Depository a reasonable opportunity to act on the request.

LANDLORD

SIGNATURE

SIGNATURE

PLEASE PRINT

DATE

AMSTERDAM HOUSING AUTHORITY

SIGNATURE OF AUTHORIZED REPRESENTATIVE

EXECUTIVE DIRECTOR

TITLE

DAMARIS G. CARBONE

PLEASE PRINT

DATE

Landlord: XXXXXX XXXXXXXX

Dear Landlord,

The Amsterdam Housing Authority is implementing a new and improved way of distributing your Housing Assistance Payments (HAP). We implemented direct deposit and have created a "Landlord Access" Web site from which you can view or print your statements.

The Landlord Access Web site will allow you to view or print your current statement or prior statements. You can do this 24 hours a day, 7 days a week, right from your own office or home—anywhere you have Internet access.

Your first step in using the new site is to register, at which time you will set up your secure user name and password. Instructions for registering are below, including your personal registration key.

Please note: You are required to have an e-mail address in order to register. This is so that, if you forget your user name or password, we can send updated login information to you. If you do not yet have an e-mail address, please see Questions 5 and 6 in the Frequently Asked Questions section at the end of this letter.

We are implementing a phase-in period for this system from now through March 31, 2011. During this time, you will be able to log into our Landlord Access Web site to get your statements, but we will also mail you printed copies of your statements as usual. **As of April 1, 2011, we will no longer print or mail statements.**

Here are the instructions for logging into our Landlord Access site.

ACCESSING THE SITE

To get to the Landlord Access site, follow these steps:

1. Go to the Housing Authority Web site: www.amsterdamhousingauthority.org
2. Click Section 8 on the top of the Home page
3. Once on the Section 8 Homepage, click Landlord tab on the menu bar
4. Click on the words "Landlord Access" on the center of page.

REGISTERING

Before you can log in, you must register (one time only) with a registration key we have assigned to you personally.

Please note: If you receive more than one registration key from us, please see Question 3 in the Frequently Asked Questions section at the end of this letter.

Your personal registration key is:

XXXXXXXX

You will use the registration key only once. You will choose your own user name and password, which you will set during registration. From then on, you will use your user name and password to log into the site.

During registration, you will also select a secret question and enter your personal, secret answer. If you ever forget your user name or password, we can reset your password and then e-mail you

your updated login information. However, in order to reset your password, you must verify your identity by correctly answering your secret question. We will reset your password temporarily, after which you will again choose your own permanent password.

To register, follow these steps:

1. Click the Register link on the left to go to the Register page.
2. On the Register page, enter your personal registration key in the Registration Key field.
3. Enter your first and last name.
4. Enter your e-mail address. Repeat it in the Confirm Email field.
5. You choose your own user name. Enter it in the User Name field.
6. You choose your own password. Your password is case sensitive. It must be at least six characters long, and it must include at least one letter and one number. Enter your password in the Password field and then repeat it in the Confirm Password field.
7. If you ever request login help because you have forgotten your user name or password, you will be prompted to answer a secret question. Select the Secret Question you would like to use, and then enter your own Secret Answer.
8. Click the Register button.
9. You will receive a "registration success" message.

LOGGING IN

To log in, follow these steps:

1. Click the login link in the registration-success message: "Click here to log in." (In the future, you will go directly to the Log In page when you arrive at the Landlord Access site.)
2. On the Log In page, enter your user name and password.
3. Click the Login button.

FREQUENTLY ASKED QUESTIONS

Q. 1: Will I still get printed direct-deposit statements in the mail?

A.: No. As of April 1, 2011, we will no longer print or mail statements. You will receive printed statements in the mail ONLY through March 31, 2011. After that, you will have access to your statements ONLY by logging into our Web site. It is very important that you register and become comfortable using our Web site **before** April 1, 2011.

Q. 2: Is my information secure on the Web site?

A.: Yes. Your one-time registration key is confidential and is generated randomly. You set your own user name and password, which are then required for access to the site. Your password is encrypted, so that no one has access to it. Our password-reset procedure (discussed below) ensures that you never need to tell your password to anyone. Finally, our Web site uses Secure Socket Layer (SSL) encryption technology. This means that all of your information is encrypted as it passes to you across the Internet—so that no one else can possibly access it.

Q. 3: I manage multiple properties, so I currently get multiple statements each month. How do I access my information?

A.: The way you will access your information is based on the bank accounts that receive the direct deposits for your properties. Properties that receive deposits into the same bank account are grouped together under the same login.

If the HAP payments for all of your properties are deposited into one bank account, you will receive only one registration key, and you will create only one user name and password. When you log in, you will see all of your properties listed, and you will be able to view or print the statement for any property.

If the HAP payments for your properties are deposited into more than one bank account, you will receive a different registration key for each bank account. So for example, if you receive deposits into three different bank accounts, you will have three different registration keys, and you will create three different sets of user names and passwords*. Each different user name and password will give you access to all the properties connected to one particular bank account.

Please note: If you register multiple registration keys, you must have a different e-mail address for each different registration.

* If you receive more than one registration key from us, you have the option of combining your properties under one user name and password. If you want to do this, please call the housing authority during normal business hours at 518-842-2907.

Q. 4: What if I forget my user name or password?

A.: If you forget your user name or your password, go to the Login Help page of the Web site.

You will enter your e-mail address, and you must then verify your identity by correctly answering your secret question, which you set up during registration. Our system will then automatically e-mail you your user name (which will not change) and a new, temporary password that is generated randomly by our system.

You will then return to our Web site and log in with your user name and temporary password. You will be prompted immediately to set a new permanent password of your own.

Q. 5: Why do I need an e-mail address?

A.: You must have an e-mail address in order to register. This is so that, if you forget your user name or password, we can reset your password and e-mail your login information to you.

Q. 6: How do I get an e-mail address if I don't have one already?

A.: You can get an e-mail account—*for free*—from any number of providers, such as Gmail from Google (mail.google.com) or Yahoo! mail (mail.yahoo.com). It takes only a few minutes to sign up, and you can access your e-mail account from any computer that has an Internet connection.

If you would like more specific information about setting up an e-mail account, please visit this Web page provided by our software developer, Tenmast Software: www.tenmast.com/email

Q. 7: Why is there a "secret question"?

A.: The confidentiality of your financial information is very important to us, so we include a secret question and answer as part of our password-reset procedure. This provides an added level of security by requiring you to verify your identity with a question only you can answer.

Q. 8: What if I reset my password, but I still cannot log in?

A.: Our password-reset procedure is designed to be as simple and automated as possible, to help ensure you can get immediate access to your information whenever you want it. If you use this procedure, but you still cannot log into our site, please call the housing authority during normal business hours at 518-842-2907.

Q. 9: Is there an alternate way for me to get my statements?

A.: No. As of April 1, 2011, we will no longer print or mail statements. As of that date, you will have access to your statements ONLY by logging into our Web site.

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

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2018)**

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract This

HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract Part

C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures:

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

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

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

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

10. Owner's Breach of HAP Contract

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

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

the Fair Housing Act or other Federal equal opportunity requirements.

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

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

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

17. Entire Agreement: Interpretation

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
-

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

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c Criminal activity or alcohol abuse.

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

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

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

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

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

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

d Other good cause for termination of tenancy

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

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

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

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

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

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

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

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

e. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

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

17. Definitions

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

16. Notices