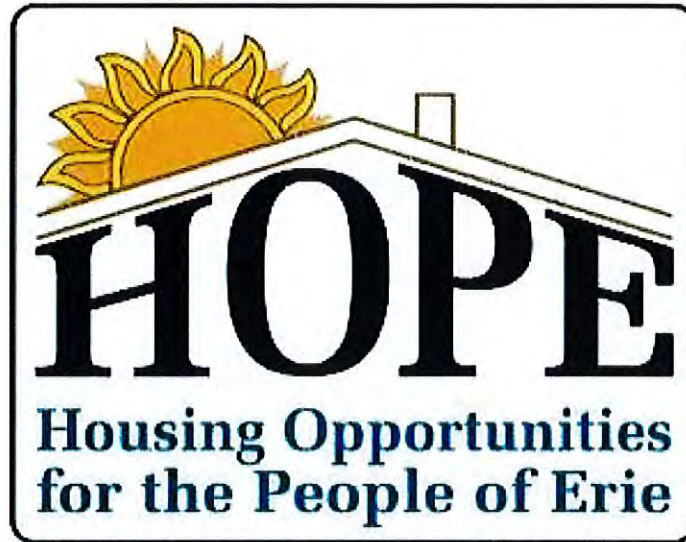


**HOUSING AUTHORITY
OF THE
CITY OF ERIE**



**PROPERTY OWNER GUIDEBOOK
HOUSING CHOICE VOUCHER (HCV) PROGRAM**

HCV Program Office
606 Holland Street • Erie, PA 16501
814.456.2028 • hace.org • section8mail@hace.org

Michael Fraley, Executive Director
Dusti Dennis, Deputy Director
Stacie Sullivan, HCV Coordinator

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WITH THE LEGAL RIGHT TO LEASE OR SUBLEASE A UNIT TO A PARTICIPANT

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SECTION I

OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAM

What is the Section 8 Housing Choice Voucher Program?

The Housing Authority of the City of Erie (HACE) Housing Choice Voucher Program is a federally funded rental assistance payment program which allows income-eligible families to rent housing in the private market. Eligible families who receive a Housing Choice Voucher from HACE will pay approximately 30% of their monthly adjusted income for rent and utilities, and HACE will pay the balance of the monthly rent directly to the owner in accordance with U.S. Department of Housing and Urban Development program regulations.

Why is this program beneficial to owners with private market rentals?

If you choose to participate in the HCV program, you will:

- Receive direct deposit payments from HACE on the first working day of each month for the monthly Housing Assistance Payment (HAP)
- Receive an initial and biennial inspection of the rental unit by a qualified housing inspector designed to help you identify and correct any deficiencies
- Reduce advertising costs for your property - HACE can provide you with a steady stream of potential renters
- Provide housing opportunities to low-income families in the City of Erie

What are the steps involved in renting my unit(s) through this program?

There are 11 steps involved in the HCV program process before HACE can provide a family with housing assistance. As an owner, you will not become involved in the process until Step 4.

- Step 1. Application for Rental Assistance
- Step 2. Eligibility Determination / Issuance of Housing Choice Voucher
- Step 3. Housing Search
- Step 4. Tenant Selection
- Step 5. Owner Approval
- Step 6. Request for Tenancy Approval and Amenities (RFTA)
- Step 7. Rent Reasonableness
- Step 8. HACE Review and Rent Negotiation
- Step 9. Housing Quality Standards (HQS) Inspection
- Step 10. Contract/Lease Execution
- Step 11. Contract Payments to Owner

Step 1 Application for Rental Assistance

A family applies to HACE for rental assistance and is placed on the waiting list. HACE will announce when the waitlist is open.

Step 2 Eligibility Determination / Issuance of Housing Choice Voucher

When HACE has Housing Choice Vouchers available, it will select families from the waiting list and determine their eligibility for the HCV Program according to HUD requirements. HACE will verify their income and family composition. If determined to be eligible, the family will be required to view our online "Briefing Session" where they will learn the program requirements and their responsibilities as a participant. The eligible applicant receives a Housing Choice Voucher and a list of available rental units.

Step 3 Housing Search

A family may wish to stay in their current rental unit if the owner is willing to participate in the program and the unit passes inspection, or the family may choose to search for a new unit. The family is given a specific amount of time, as indicated on their Housing Choice Voucher, to find a suitable unit that meets Housing Quality Standards (HQS) and meets the conditions of rent reasonableness.

Step 4 Tenant Selection

When a Housing Choice Voucher holder finds a suitable unit in good condition, and the owner is willing to participate in the program, the family will complete any application paperwork required by the owner. Screening and selection of your tenant remains the function of the owner.

Step 5 Owner Approval

To participate in the program, HACE will conduct a background check on the owner (manager/agent). The application, authorization and documents, must be completed and submitted to our office with the RFTA prior to scheduling an inspection. Refer to page 6, Section II, Owner Participation.

Step 6 Request for Tenancy Approval (RFTA)

If the applicant meets the owner's screening criteria, the applicant will provide you the Request for Tenancy Approval and Amenities form to be completed and submitted with a proposed lease that includes HUD's Tenancy Addendum.

The Housing Inspector will search the property records on the Erie County Assessment website to obtain owner information. If it is unavailable, the owner must provide verification of ownership of the requested unit.

Step 7 Rent Reasonableness

HACE will determine and document that the proposed rent is reasonable in comparison to rent for other comparable unassisted units. The following items will be used for Rent Reasonableness determination:

- Size (bedrooms per Housing Choice Voucher)
- Location
- Quality of Unit
- Age of Unit
- Unit Type (single family, duplex, townhouse, high rise, etc.)
- Maintenance/Property Upkeep
- Amenities (air conditioning, dishwasher, garage, etc.)

Step 8 HACE Review and Rent Negotiation

After the rent reasonableness analysis is determined, HACE will establish the acceptable rent for the unit size per Housing Choice Voucher and will calculate the percentage of participant payment due the owner. When a participant first moves into a property, they are limited to paying no more than 40% of their income for rent and utilities. This cap on the participant's portion of rent only applies when the gross rent of the unit is higher than the Payment Standard.

Step 9 Housing Quality Standards (HQS) Inspection

Upon receipt of the Request for Tenancy Approval, Amenities form and proposed lease, HACE will make the necessary arrangements for an inspection of the unit to ensure that the unit meets the HQS required by HUD. The unit inspection cannot be conducted if it is occupied by anyone other than the current Housing Choice Voucher holder. You will be notified in writing of any deficiencies and given thirty (30) days to complete the repairs. Please call the HCV Program Office to schedule an appointment for a re-inspection after repairs are completed.

Step 10 Housing Assistance Payments (HAP) Contract and Lease Execution

Once HACE has approved the unit for rental and has made the assistance payment calculation, the owner will execute a lease with the applicant. HACE will then execute the Housing Assistance Payments (HAP) Contract with the owner. New contracts executed during the month are prorated for the number of days remaining in the current month.

Step 11 Housing Assistance Payments (HAP)

After HACE executes the HAP Contract, the HAP from HACE to the owner will begin. The monthly HAP will be direct deposit. All owners are required to complete direct deposit forms.

Summary

- HACE selects eligible families to participate in the HCV Program from its waiting list.
- Eligible families receive a Housing Choice Voucher to search for housing that meets their needs and all program requirements.
- There are rent reasonableness limitations on HCV Program rents.
- The rent subsidy is limited to the bedroom size for which the family qualifies.
- The utility allowance is calculated for the bedroom size on the Housing Choice Voucher.
- Owners use their own criteria to select tenants.
- HACE ensures that units are decent, safe, and sanitary by conducting initial and biennial inspections of participating units. HUD's Housing Quality Standards (HQS) are used to ensure that units meet minimum property standards.
- Owners may collect a security deposit equal to one or two month's contract rent from the participant.
- HACE and the property owner sign a Housing Assistance Payments Contract that guarantees a Housing Assistance Payment to the owner on behalf of the participant.
- Owners will be notified three months prior to the participants Annual Recertification to submit a rent increase request. The owner must give their tenant a 60-day notice of any approved rental increase. The rental increase cannot occur during the first year of the lease, and any future rental increase proposed by the owner must meet HACE rent reasonableness standards.

SECTION II OWNER PARTICIPATION

Any property owner who is interested in participating in the Housing Choice Voucher Program should contact the HCV Program Office and provide information on available units. A property listing is maintained by HACE staff and provided to Housing Choice Voucher holders at the time of their briefing to assist in their housing search. Property vacancies will remain on the list until the owner calls HACE to indicate that the unit has been rented. The unit will then be removed from the list until such time as the owner may call to re-list the property.

HACE suggests that owners become familiar with Federal, State, and local Fair Housing Laws, as well as PA tenant/landlord laws, to ensure that their screening criteria is not discriminatory. Fair Housing Laws state that owners must not discriminate based on race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, gender identity, national origin, disability of the person, the use of guide or support animals because of the disability of the person, or because the person is a handler or trainer of support or guide animals.

HACE will make every effort to provide participating property owners with prompt, courteous, and knowledgeable service in order to maintain an adequate supply of housing throughout the City of Erie.

Under certain conditions, HACE is required to deny participation to an owner when:

- The owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.
- The Federal government has instituted a judicial or administrative action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements and that such action is pending.
- The owner has violated obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Housing Act.
- The owner has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
- The owner has engaged in drug-related criminal activity, any violent criminal activity or is a registered sex offender.
- The owner has a balance owed to HACE.
- The owner is on HACE Trespass and Banning List.
- The owner has failed to pay or has failed to certify to the payment of county, city and school taxes, and municipal services.

Owners (managers/agents) will be required to complete an application and provide a copy of their Driver's License or State ID, current address, phone number(s) and email. Your Social Security or Taxpayer ID number for reporting purposes. Any change in address, direct deposit or ownership should promptly be reported to HACE to avoid a delay in the processing of the monthly HAP deposit.

SECTION III

LEASE UP PROCESS

Request for Tenancy Approval and Amenities Form

The Request for Tenancy Approval and Amenities form must be completed by the property owner and returned to HACE with a proposed lease for processing. This form provides basic information on the unit such as housing type, the proposed rent, utilities and appliances that will be furnished as part of the monthly rent.

Housing Quality Standards (HQS) Inspection

A HACE representative will inspect the unit to ensure that the property meets the minimum Housing Quality Standards.

Property owners are encouraged to be present at this HQS inspection. If the property does not pass the initial inspection, the inspector will provide the owner with a copy of the inspection report itemizing the repairs that must be made to the unit. The property owner will be given the opportunity to make the repairs necessary, and to contact HACE to schedule a re-inspection of the completed work items.

The unit must pass inspection before a HAP Contract can be executed. The only exception that may be granted is if exterior work is needed (such as painting), but cannot be completed within 30 days because of inclement weather. If an exception is granted by the HACE inspector, a signed agreement will specify a date for completion and re-inspection.

Housing Assistance Payments Contract, Lease, and Tenancy Addendum

The owner and family must submit the standard lease used by the owner that includes HUD's Tenancy Addendum. The terms and conditions of the lease must be consistent with State and local law.

The initial lease term must be for 1-year and including any renewal provisions. Program regulations do not allow the participant to move prior to the initial term date of the lease unless by mutual consent of the owner and their tenant.

An owner's lease should include information on the collection of a security deposit, and any installment terms agreed upon for payment of the security deposit. The lease must also specify which utilities and appliances, if any, are supplied by the owner and which are supplied by the family.

The owner and family may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by HACE. All separate written agreements must be executed by both the owner and participant, approved by HACE, and attached to the lease.

HUD's Tenancy Addendum, which outlines the participant and owner responsibilities, will be attached to the lease and the HAP Contract. The terms of the Tenancy Addendum are prescribed by HUD in accordance with Federal laws and regulations. In the case of a conflict between the provisions of the Tenancy Addendum and the provisions of the lease, the requirements of the Tenancy Addendum shall supersede.

Other Leases / Side Agreements for additional payments in rent, utilities, or other items normally included in the rent of unassisted and assisted families and any items not specified in the approved lease are STRICTLY PROHIBITED.

Payments

After the HAP Contract has been approved and signed by HACE Executive Director or designee, HACE will commence monthly rental assistance payments to the owner on behalf of the participant. These payments shall be made on the first working day of each calendar month, and shall be paid each month as long as the terms of the HAP Contract are still in effect. The participant shall be responsible for making their portion of the monthly rental payment directly to the owner.

SECTION IV

CONTINUAL PROGRAM REQUIREMENTS

Annual and Interim Recertifications

Participant families in the Housing Choice Voucher Program are required to submit updated information on their household composition, income, assets, and allowances on an annual basis and any changes occurring during the year to HACE. If there is a change in income, HACE will verify the change and calculate a new Total Tenant Payment (their rent) and Housing Assistance Payment and notify both the participant and owner of the effective date of the change. These changes will not affect the total amount of rent the owner is entitled to receive. For example, if the participant's income decreases, the portion of rent received by the owner from HACE will increase and the participant's portion will decrease.

Biennial Inspections

If the owner and participant wish to continue the lease beyond the initial term, a biennial HQS inspection must be conducted to determine that the unit still meets HQS. HACE will notify the owner and participant to schedule an inspection. Annual inspections will be at HACE's discretion.

If the unit does not pass inspection, the owner will be notified of the discrepancies and will have 24 hours (life threatening) and/or 30 days (non-life threatening), to make the necessary repairs.

All housing units must meet HQS requirements for the following:

Sanitary Facilities	Water supply
Food preparation and refuse disposal	Lead-based paint
Space and security	Access
Thermal environments	Site and neighborhood
Illumination and electricity	Sanitary conditions
Structure and materials	Smoke detectors
Interior air quality	CO2 monitors

Complaint Inspections

Owner, participant or the general public may notify our office of a specific HQS deficiency. HACE will notify the owner and participant to schedule an inspection. Any necessary repairs will follow the above biennial inspection procedures.

HACE does not conduct "walk through" or "move out" inspections.

Rent Abatement

If the repairs are not made within the allotted time, the HAP to owner will be abated until the repairs are made and HACE has re-inspected the unit. The participant should continue to make payments during this time period. The owner cannot hold the participant responsible for any payments not made by HACE.

Owners must realize that HACE will not make payment for any portion of the month during which the property deficiency remained in effect. If the repairs are not made within 30 days after rent abatement begins, HACE will terminate the HAP Contract with the owner.

If the inspector determines that the participant has failed to maintain the unit in a decent, safe, and sanitary manner and has caused some or all of the repairs to be necessary, the owner may:

- Make the necessary repairs and bill the participant for the work
- Require the participant to make the necessary repairs within the 30-day period
- Evict the participant

The owner will not have rent abated if the failure to maintain the unit is the fault of the participant. Should the deficiency not be corrected, HACE will issue a Notice of Termination to the participant, at which time the payment of the total monthly rent becomes the responsibility of the participant.

Rent Increase Request

Under the Housing Choice Voucher Program, the owner may not increase the rent during the first year of the lease. Thereafter, an increase may be requested upon notice (approx. 90 days prior) of the participants annual recertification. Instructions for rent increase requests and due date will be provided. The owner must give the participant a 60 day notice of the increase.

HACE will consider approval of the proposed rent increase only if it falls within the rent reasonableness determination. The unit must also remain in decent, safe, and sanitary condition, and the owner must be in compliance with all terms of the HAP Contract.

SECTION V

LEASE TERMINATIONS

Termination of Assistance by HACE

HACE may be required to terminate the HAP Contract if a participant violates any HCV Program obligation such as:

- Serious and repeated violations of the lease
- Commitment of Fraud
- Engagement in drug-related or violent criminal activity
- Owing money to HACE
- Causing the unit to fail HQS
- Non-payment of utilities as required by the lease

HACE will work with the participant to avoid such occurrences.

Termination of Tenancy by Participant

The participant may not terminate tenancy during the first 12 months of the lease unless the owner provides HACE with written approval for an early lease termination or the owner is found to be in violation HAP Contract. Thereafter, the participant may terminate tenancy after providing the owner with appropriate notice in accordance with the lease, and by providing HACE with a copy of the written notification to the owner by the participant.

Termination of Tenancy by Owner

The lease and the HAP Contract permit termination of tenancy by the owner. Owners may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, violation of Federal, State, or local law, or other good cause.

An owner has the right to evict a participant under the HCV Program in the same manner as for private market tenants. The owner must give the participant a written notice in accordance with State law stating the reason for the eviction, and provide a copy of the eviction notice to HACE. Although HACE must be notified of the proposed eviction action, HACE will not be a party to the eviction proceeding.

SECTION VI

SUMMARY OF RIGHTS AND RESPONSIBILITIES

Owner's Rights

- To collect a security deposit from the participant
- To terminate the tenancy for serious or repeated violations of the terms and conditions of the lease, violations of Federal, State, or local law, or other good cause.
- To evict the family through court action
- To request a rent increase (once a year), after the first year of the lease. A 90 day prior notice to HACE and 60 days to the participant.

Owner's Responsibilities

- Performing all management and rental functions for the assisted unit, including selecting a Housing Choice Voucher holder to lease the unit and deciding if the family is suitable for tenancy; The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- To comply with equal opportunity requirements
- The unit is leased to and occupied by the authorized Housing Choice Voucher holder
- Paying for utilities and services, unless paid for by the family under the lease
- Enforcing tenant obligations under the lease
- Collecting from the family any security deposit, the family rent to owner, and any charges for unit damage by the family
- To permit inspections of the unit by HACE representatives
- Maintaining the unit in accordance with HQS, including performing ordinary and extraordinary maintenance

- 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.
- To include the following addendums with the owner and tenant lease:
 1. HUD's Tenancy Addendum
 2. Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA), signed and dated
- Provide owner and tenant "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form, signed and dated
- To comply with the terms of the lease
- Preparing and furnishing to the PHA information required under the HAP Contract
- Must notify HACE and participant prior to sale of unit. Promptly notify HACE of new owner information and date of transfer.
- To comply with the terms of the Housing Assistance Payments (HAP) Contract
- Cannot charge the participant the portion of rent to owner covered by the PHA HAP Contract. PHA failure to pay the HAP to the owner is not a violation of the lease and the owner may not terminate tenancy for nonpayment of the PHA HAP including late charges.
- CANNOT charge the participant rent that is more than the Housing Assistance Payment (HAP) Contract Rent.

Examples:

- a. Cannot have side agreements for more rent or charge for other items customarily included in the rent (e.g. range, refrigerator).
 - b. Cannot change the amount of the monthly HAP Contract Rent to include the "up charge of a prompt payment discount".
- Cannot add a prompt payment discount to the lease as an added up charge that is removed but does not decrease tenant portion when rent is paid on time.
 - All written agreements for other terms must be mutually agreed and approved by HACE.
 - Cannot have more than one lease. The lease submitted and approved by HACE prevails.

Participants Rights

- To participate in the Housing Choice Voucher Program, if eligible
- To live in a decent, safe, and sanitary unit
- Not be subjected to discrimination by owner, in the provision of any services for any reason covered by Federal, State, or local Fair Housing Laws
- VAWA Protections
- Notification from owner of any Lead-Based Paint and/or Lead-Based Paint Hazards
- To terminate the lease, with proper notice, after the first year of the lease

Participants Responsibilities

- To report and submit information on household composition, income, assets, and allowances annually and any changes occurring during the year, in writing.
- To permit inspections by HACE representatives
- To comply with the terms and conditions of the lease
- To maintain the unit in decent, safe, and sanitary condition. Participant is responsible for damage, beyond normal wear and tear, caused by any household member or guest.
- To notify HACE and owner of intent to move, in writing.
- To make utility payments for utilities not included in the monthly rent
- 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.

HACE Rights

- To be notified by the owner when the participant has moved from the unit in violation of the lease
- To inspect the unit biennially and at other times as may be deemed necessary, at reasonable times and after reasonable notice
- To request documentation and verification as determined necessary in the administration of the program
- To receive repayment from the owner for any payment made which is not due the owner
- To terminate the HAP Contract for any breach of Contract by the owner
- To terminate the participant from the program in accordance with the law, HUD regulations, and/or program rules for any violation of family obligations.
- To require a participant to request a Housing Choice Voucher prior to giving notice to move, and to require the participant to give proper notice to vacate a unit.
- To require a participant to be recertified at least annually
- To receive notice of proposed evictions
- To require the owner to maintain the unit in a decent, safe, and sanitary condition

HACE Responsibilities

- To make timely Housing Assistance Payments to the owner
- To review family income, assets, allowances, and household composition at least annually
- To re-determine the amount of rent payable by the participant and the amount of HAP by HACE as a result of any adjustment
- To conduct HQS inspections at least biennially
- To enforce VAWA Protections
- To determine rent reasonableness prior to approval of rent increase requests

SECTION VII

HOUSING QUALITY STANDARDS 24 HR DEFICIENCIES

24 HR DEFICIENCIES (LIFE THREATENING)

The following failed inspection items will be considered emergency violations and must be corrected within 24 hours. At HACE's discretion, other life-threatening conditions may exist that are not listed below.

1. Air quality – propane, natural gas, or methane gas detected
2. Misaligned chimney, flue or ventilation system
3. Electrical shock or fire hazard – exposed wires; open panels; water leaks on or near electrical equipment; missing breakers or fuses; missing covers; missing or broken outlets; switch or cover plates
4. Waterlogged ceiling in imminent danger of falling
5. Lack of unit security
6. Utilities not in service
7. Lack of sufficient heat to maintain adequate inside temperatures
8. Major plumbing leaks or flooding
9. No running hot water
10. Lack of functioning toilet
11. Smoke detector – missing or inoperable
12. Carbon Monoxide Alarm – missing or inoperable
13. Emergency/fire exits – blocked or unusable
14. Fire escapes – blocked egress or ladders or visibly missing components
15. Flammable materials – improperly stored or located

SECTION VIII

HOUSING QUALITY STANDARD CHECKLIST

At HACE's discretion, other non-life threatening conditions may exist that are not listed below.

BATHROOM

- The bathroom must be located in a separate room and have a flush toilet.
- The unit must have a fixed basin with a sink trap and hot and cold running water.
- The unit must have a shower or bathtub with hot and cold running water.
- The toilet facilities must utilize an approvable public or private disposal system, including a locally approvable septic system.
- The bathroom must have a privacy door.
- There must be a GFCI outlet within 6 ft of water source.

KITCHEN

- The unit must have a cooking stove or range and refrigerator of appropriate size for the unit (i.e., family) all in proper operating condition. Stoves, ovens, and ranges must be in working condition with all control knobs and handles. Pilots must light when burners and oven are turned on. The refrigerator gasket must be intact, fit snugly, and have no cracks. The kickplate must be secured properly.
- The unit must have a kitchen sink in proper operating condition with a sink trap and a hot and cold running water, which drains into an approvable public or private wastewater system.
- The unit must provide space for the storage, preparation, and serving of food.
- There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (i.e., garbage containers).
- There must be a GFCI outlet within 6 ft of water source.

SPACE AND SECURITY

- The unit must have a minimum of a living room, kitchen area, and bathroom.
- The unit must contain at least one sleeping or living/sleeping room for each two persons. Bedrooms must be at least 70 square feet. Attics and basements cannot be used as bedrooms.
- The unit's windows, which are accessible from the outside (less than 6 ft. off the ground), such as basement, first-floor, and fire escape windows, must be lockable (e.g., window units with sash pins or sash locks, and combination windows with latches). Security bars are allowed. However, if they are installed on bedroom windows and/or exit doors they must be designed to allow emergency egress.
- Vertically opening windows must stay up and open without the use of props.

- Windows designed to open should be in working condition.
- Windowpanes must not be broken or cracked.
- The unit's exterior doors (i.e., those that allow access to or from the unit) must lock properly, and be compliant with current local Property Code requirements regarding security devices for residential tenants. Striker plates must align with locks and all hardware must be securely attached. If gaps allow for air infiltration, weather-stripping should be applied.

THERMAL ENVIRONMENT (HEATING AND COOLING SYSTEM)

- The unit must contain a safe heating system (and safe cooling system, where present) which is in proper operating condition and can provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room used for living in order to assure a healthy living environment appropriate to the climate.
- Hot water heaters must have a pressure relief valve and discharge line that extends to within 6 inches of the floor or to the outside. Discharge tubing must be galvanized steel, copper or CPVC piping, not PVC. There should be no exposed wires. Flammable materials should not be stored near the hot water heater. Gas water heaters must be properly vented.
- The unit must not contain any unvented room heaters, which burn gas, oil, or kerosene. A working radiator would be acceptable.

ILLUMINATION AND ELECTRICITY

- There must be at least one window in the living room and in each sleeping room.
- The kitchen area and the bathroom must have a permanent ceiling or wall type light fixture in working condition.
- The kitchen area must also have at least one electrical outlet in operating condition.
- The living room and each bedroom must have at least two electrical outlets in operating condition. Permanently installed overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
- All other rooms used for living require a means of natural or artificial illumination such as a light fixture, a wall outlet to serve a lamp, a window in the room.
- Each electrical outlet must be permanently installed in the baseboard, wall, or floor. No extension cords may be used for outlets.
- Table or floor lamps, ceiling lamps plugged into a socket, or an extension cord plugged into another plug cannot be counted as an outlet for HQS purposes.
- Electrical hazards of any kind, either inside or outside the unit would receive a fail rating.
- All electrical outlets within 6 ft of a water source must have a Ground Fault Circuit Interrupter (GFCI).

STRUCTURE AND MATERIALS

- Interior ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- Ceilings in living areas must be at least 7 feet high.
- The floors must also not have any major movement under walking stress, or tripping hazards presented by the permanent floor coverings.
- The roof must be structurally sound and weather tight.
- The exterior wall structure and surfaces must not have any serious defects such as serious leaning, buckling, sagging, holes, unfastened and falling components, or defects that would result in air infiltration or vermin infestation.
- The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc. must not present a danger of tripping and falling. Examples of dangerous conditions include, but are not limited to, broken or missing steps and loose boards.
- Stairways with three or more steps must have a handrail that is securely supported and runs the length of the stairway.
- Railings are required for decks, porches or steps that are more than 30 inches from the ground.
- Elevators must be working, safe, and compliant with locally enforced codes.

INTERIOR AIR QUALITY

- The unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- The unit must have adequate air circulation.
- Bathroom must have a window that opens properly or a permanently installed exhaust fan.
- Any room used for sleeping must have at least one window that opens properly if the window was so designed.

WATER SUPPLY

- An approvable public or private water supply must serve the unit, which is sanitary and free from contamination.

LEAD-BASED PAINT

- A dwelling unit constructed before 1978 that is occupied by a family that includes a child under the age of seven years must include a visual inspection for defective paint surfaces. Defective paint surface is defined as a surface on which the paint is cracking, scaling, chipping, peeling or loose. If defective paint surfaces are found, such surfaces must be treated in accordance with state and EPA requirements.

ACCESS

- The unit must have direct access for the participant to enter and exit, without the unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows).
- Entry and exits must not be “blocked” by debris, stored items, non-working locks, or doors that have been nailed shut or otherwise obstructed.
- Attics on the third floor are not a living/bedroom area. A lock is required to prohibit tenant access.

SITE AND NEIGHBORHOOD

- The site and neighborhood must be reasonably free of serious conditions, which would endanger the health and safety of residents.

INFESTATION

- The unit and its equipment must be free of vermin and rodent infestation.

SMOKE DETECTORS / ALARMS

- The unit must have at least a battery operated or hardwired smoke detectors that are in proper operating condition on each level and each bedroom of the unit, including basements but excluding crawl spaces and attics. If any hearing-impaired person occupies the unit, detectors must have an alarm system designed for hearing-impaired persons. In new construction, they must be arranged so that the operation of any detector will cause all other detectors to alarm.

CARBON MONOXIDE DETECTORS / ALARMS

- The unit must have at least a battery operated or hardwired carbon monoxide detectors that are in proper operating condition on each level of the unit, including basements but excluding crawl spaces and attics. If any hearing-impaired person occupies the unit, detectors must have an alarm system designed for hearing-impaired persons.

UTILITIES

- All owner provided appliances must be in place at the time of the inspection.
- All utilities (water, electricity, and gas where applicable) should be on at the time of the inspection.
- All gas appliances with manual pilot light must have pilots lit at the time of the inspection.

SECTION IX

HCV PROGRAM RESOURCES

HUD.GOV

HCV PROGRAM LANDLORD RESOURCES

HACE.ORG

THE HCV PROGRAM “BRIEFING SESSION”

HACE HCV PROGRAM ADMINISTRATIVE PLAN

HCV PROGRAM STAFF

Stacie Sullivan, Coordinator - sullivans@hace.org

Roxane Stovall, Assist. Coordinator - stovallr@hace.org

Jeff Williams, Inspector - williamsj@hace.org

Housing Specialists - section8mail@hace.org

HCV PROGRAM FORMS

HOUSING CHOICE VOUCHER (HUD-52646)

HAP CONTRACT (HUD-52641)

REQUEST FOR TENANCY APPROVAL (HUD-52517) & AMENITIES FORM

HCV PROGRAM REQUIRED LEASE ADDENDUMS

LEAD-BASED PAINT DISCLOSURE FORM (HUD-52517)

VAWA (HUD-91067)

(Violence Against Women and Justice Department Reauthorization Act of 2005)

HUD’S TENANCY ADDENDUM (HUD-52641)

(THIS IS ALSO PART C OF THE HAP CONTRACT)

Voucher
Housing Choice Voucher Program

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

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

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

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read **entire** document before completing form
 Fill in all blanks below. Type or print clearly.

		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)		Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

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

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

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

4. Obligations of the Family

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

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

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

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

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

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 unit.

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures:

Public Housing Agency
Housing Authority of the City of Erie

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

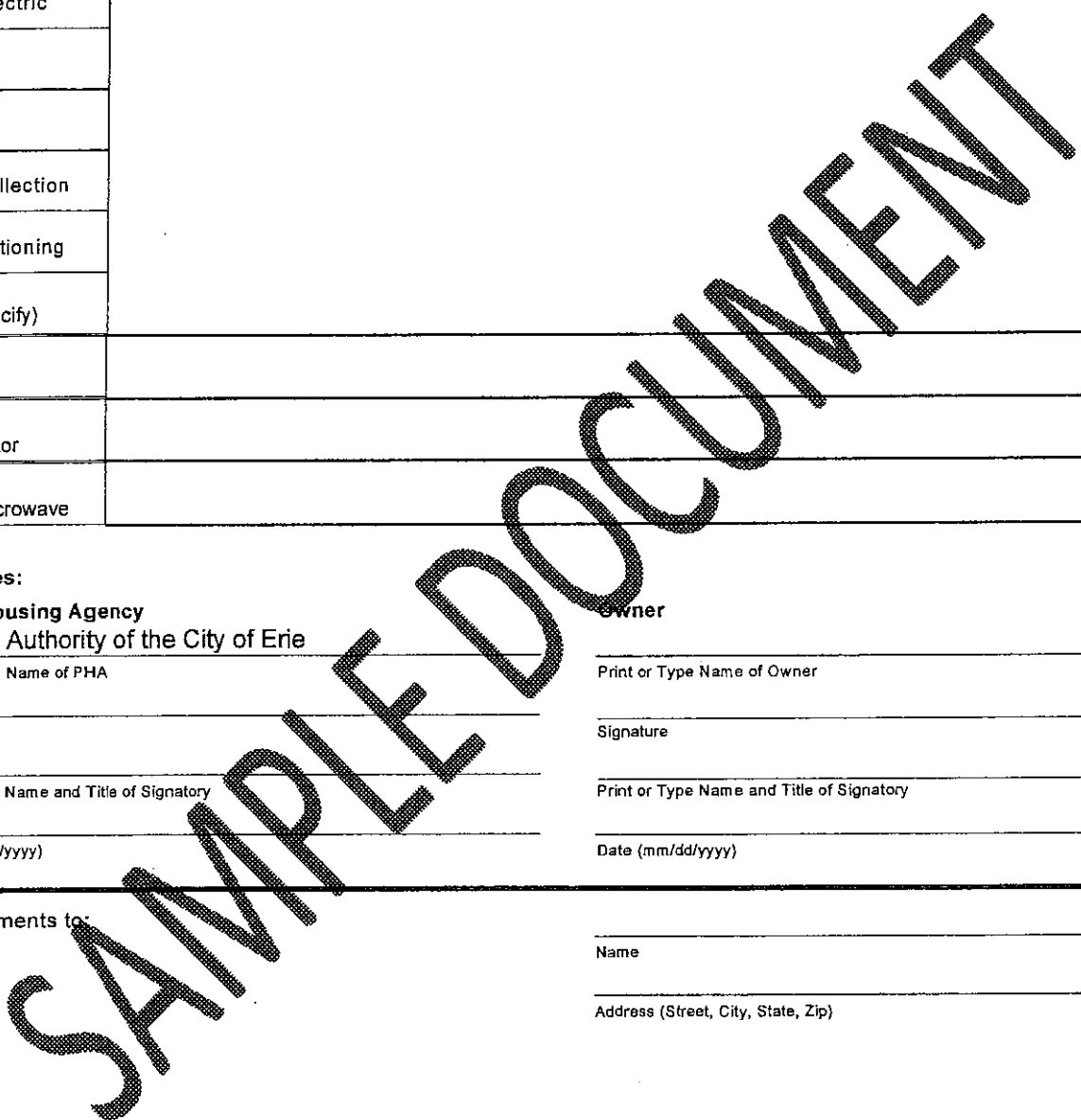
Print or Type Name and Title of Signatory

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 pro-rated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

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

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

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

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

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

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

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

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

15. Reserved

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

17. Entire Agreement: Interpretation

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

8. Termination of Tenancy by Owner

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

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy\

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

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

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

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

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

n. Confidentiality.

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

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

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

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

1. Name of Public Housing Agency (PHA) Housing Authority of the City of Erie	2. Address of Unit (street address, unit #, city, state, zip code)
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3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent Amt	7. Security Deposit Amt	8. Date Unit Available for Inspection
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<p>9. Structure Type</p> <p><input type="checkbox"/> Single Family Detached (one family under one roof)</p> <p><input type="checkbox"/> Semi-Detached (duplex, attached on one side)</p> <p><input type="checkbox"/> Rowhouse/Townhouse (attached on two sides)</p> <p><input type="checkbox"/> Low-rise apartment building (4 stories or fewer)</p> <p><input type="checkbox"/> High-rise apartment building (5+ stories)</p> <p><input type="checkbox"/> Manufactured Home (mobile home)</p>	<p>10. If the unit is subsidized, indicate type of subsidy:</p> <p><input type="checkbox"/> Section 202 <input checked="" type="checkbox"/> Section 221(d)(3)(BMIR)</p> <p><input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME</p> <p><input type="checkbox"/> Section 236 (insured or uninsured)</p> <p><input type="checkbox"/> Section 515 Rural Development</p> <p><input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____</p>
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11. Utilities and Appliances
The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

12. Owner's Certifications

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

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

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

- c. Check one of the following:

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

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

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

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

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

Amenities

Please check the following tenant amenities that are included in the proposed rent request to determine rent reasonableness:

- | | |
|---|---|
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Ceiling Fans | <input type="checkbox"/> Covered Parking/Off Street Parking |
| <input type="checkbox"/> Central Air | <input type="checkbox"/> Deck/Balcony/Patio/Porch |
| <input type="checkbox"/> Window Air Conditioner | <input type="checkbox"/> Fenced |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Hardwood Floors |
| <input type="checkbox"/> Washer/Dryer Hook Ups | <input type="checkbox"/> Ceramic Tile Floors |
| <input type="checkbox"/> Washer/Dryer | <input type="checkbox"/> Carpet |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Handicap Accessible |
| <input type="checkbox"/> Range | <input type="checkbox"/> Basement |
| <input type="checkbox"/> Modern Appliances (under 5 yrs.) | <input type="checkbox"/> Cable/Internet Ready |
| <input type="checkbox"/> Working Fireplace | <input type="checkbox"/> Security System |

of Bathrooms 1 1.5 2 2.5 3

LIHTC/HOME Income set aside _____%
Name of property _____

UNIT ADDRESS: _____

OWNER/AGENT: _____

EMAIL: _____

DATE: _____

*Return completed form with the Request for Tenancy Approval.

**THE HOUSING AUTHORITY OF THE CITY OF ERIE
606 HOLLAND STREET, ERIE, PA 16501**

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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

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

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

(ii) _____ Lessor has no reports 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. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

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

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2013

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider 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, 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 that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date