

The Housing Authority of the City of Augusta, Georgia

Landlord Briefing Packet



1

Introduction

2

Selection to Become an Owner

3

Dwelling Lease Agreement and Terminations

4

Housing Assistance Payment Contract

5

Owners Rents, Rent Reasonableness, and Payment Standards

6

Maintenance and Unit Inspections

7

Housing Quality Standards (HQS) Requirements

8

Conclusion

9

Appendix

Chapter 1

INTRODUCTION

The Augusta Housing Authority is pleased to learn of your interest in our Housing Choice Voucher Section 8 Program. The information contained in this **Briefing Packet for Owners** will be useful in explaining program procedures for the Section 8 Program. This briefing packet has valuable information including forms and documents that should be read carefully and filed with important housing documents for future reference.

Group briefings will be held for owners periodically to provide updates to any policies, procedures, rules and regulations. All new owners and current owners will be notified by mail and/or advertisement. Prospective owners are also welcomed to attend the group briefings. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties (Augusta Housing Authority, client, and owner).

A. GOALS OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The success of the Section 8 Program depends on this agency being able to contract with property owners and agents who have decent, safe, sanitary and affordable rental housing units for low income Families. Participation in the Section 8 Program is voluntary. The rental housing subsidy that is provided by the Section 8 Program gives families an opportunity to rent in many different neighborhoods throughout the jurisdiction.

The Augusta Housing Authority's goal is to provide excellent service to the families and the owners participating in the Section 8 Program. This agency will make every effort to inform owners of the program rules and to advise owners of how these rules affect them.

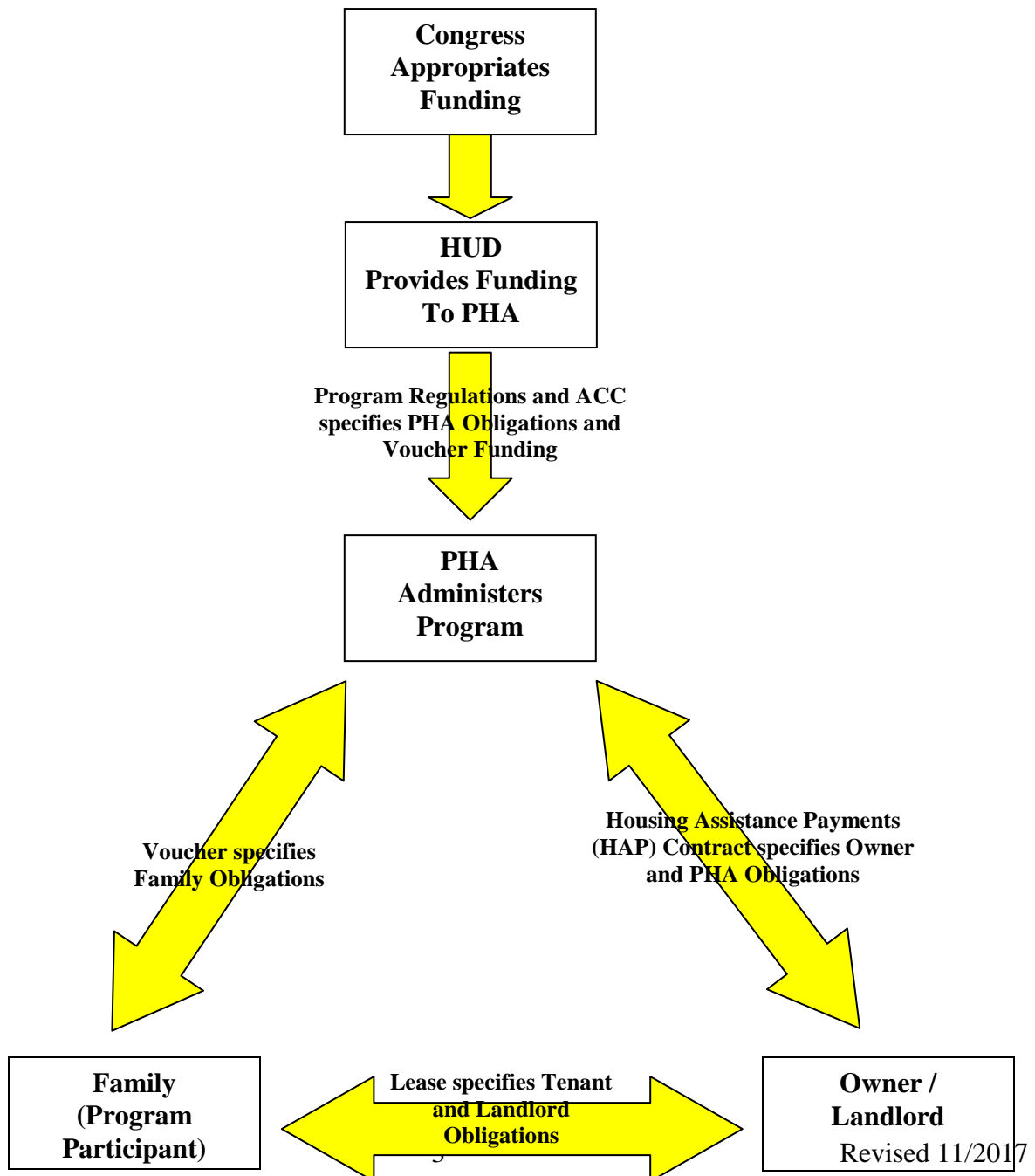
The Augusta Housing Authority has the following goals for the Section 8 Program:

- To encourage self-sufficiency of participant Families and assist in the expansion of Family opportunities that address educational, socio-economic, recreational, and other human services needs.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of the Augusta Housing Authority's support systems and commitment to our employees and their development.
- To provide decent, safe, and sanitary housing for very low income Families while maintaining their rent payments at an affordable level.
- To promote fair housing and the opportunity for very low-income Families of all ethnic backgrounds to experience freedom of housing choice.
- To promote a market-driven housing program that will help qualified low-income Families be successful in obtaining affordable housing and increase the supply of housing choices for such Families.

B. RESPONSIBLE PARTIES WITHIN THE SECTION 8 PROGRAM

The Section 8 Program consists of a three-way partnership among the Augusta Housing Authority, the family or client and the owner of the rental housing unit. The relationships are as follows: The Augusta Housing Authority will execute a Voucher with a family, the owner and family executes a lease agreement and the Augusta Housing Authority and the owner executes a Housing Assistance Payments (HAP) Contract.

The HCV Relationships:



Chapter 2

SELECTION TO BECOME AN OWNER

When an owner decides to participate in the Augusta Housing Authority's Section 8 Program, the owner should place the property on the property listing maintained by the Assisted Housing Department.

A. OWNER'S REQUEST FOR PARTICIPATION IN THE PROGRAM

The owner may pick up a **Request for Property Listing Form** and a **Request for Owner's Information Form** from the Augusta Housing Authority's Central Office located in the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia or the owner can download these forms from the housing authority's website. The owner must return these forms to the office. Once the forms have been completed, the Assisted Housing Department staff will list the property on the Property Availability List to inform Voucher holders of the vacant units. A sample of the Request for Property Listing Form and Request for Owner's Information Form are attached.

Owners must provide their current mailing address, email address Employer Identification Number (EIN) or Social Security Number (SSN) on the required forms. Owners must also submit proof of ownership of the property, such as a deed, and a copy of the Management Agreement if the property is managed by a management agent.

Once the Augusta Housing Authority receives the forms, a staff person will call to obtain more detailed information about the property. The vacant unit must meet the Housing Quality Standards (HQS) before a Section 8 Program participant is eligible to lease the unit. Since this office may need to contact owners from time to time, owners must provide a daytime telephone number and email address. Whenever there is a change in the mailing address and/or telephone number, owners must provide current information.

B. DISAPPROVAL OF OWNER

Participation in the Section 8 Program is totally voluntary. An owner wanting to participate in this program does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The Augusta Housing Authority will disapprove the owner for the following reasons:

- U.S. Department of Housing & Urban Development (HUD) or other agency directly related has informed the Augusta Housing Authority that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the Augusta Housing Authority that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

- HUD has informed the Augusta Housing Authority that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any Family member. The Augusta Housing Authority will waive this restriction as a reasonable accommodation for a Family member who is a person with a disability.
- In cases where the owner and client bear the same last name, the Augusta Housing Authority may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a Housing Assistance Payments (HAP) Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- 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 or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of employees of the Augusta Housing Authority, or of owner's employees or other persons engaged in management of the housing;

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; or

Is involved in drug-related criminal activity or violent criminal activity.

- The owner has not paid state or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

C. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the Augusta Housing Authority will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Augusta Housing Authority may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the Augusta Housing Authority will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

D. RESPONSIBILITIES OF THE OWNER

The owner is responsible for performing all of the owner's obligations under the Housing Assistance Payments (HAP) Contract and the Dwelling Lease. The owner is responsible for the following:

1. Performing all management and rental functions for the assisted unit, including selecting a Voucher holder to lease the unit, and deciding if the Family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with the Housing Quality Standards, including performing ordinary and extraordinary maintenance;
Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following:
 - The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
3. Complying with equal opportunity requirements;
4. Preparing and furnishing to the Augusta Housing Authority information required under the Housing Assistance Payment Contract;
5. Collecting rent from the family:
 - Any security deposit.
 - The tenant contribution (the part of rent not covered by the Housing Assistance Payment).
 - Any charges for unit damage by the Family.
6. Enforcing tenant obligations under the Dwelling Lease;
7. Paying for utilities and services (unless paid by the family under the lease); and
8. Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An owner may contract with any private or public entity to perform for a fee the services required by the above paragraph of this section; provided that such a contract shall not shift any of the owner's responsibilities or obligations.

E. TENANT SCREENING BY OWNER

The Augusta Housing Authority selects eligible Families for participation in the Section 8 Program in accordance with Federal regulations. The Augusta Housing Authority's selection of an applicant for participation in the Section 8 Program is not a representation by the Augusta Housing Authority to the owner concerning either the family's expected behavior as a tenant or its suitability as a tenant.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before Augusta Housing Authority approval of the tenancy, the Augusta Housing Authority will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

If requested in writing, the Augusta Housing Authority will give the owner the family's current and prior address as shown in the Augusta Housing Authority's records; and the name and address (if known by the Augusta Housing Authority) of the landlord at the family's current and prior address.

F. HOUSING DISCRIMINATION

The Augusta Housing Authority will not provide assistance where the family alleges that illegal discrimination, on grounds of race, color, religion, sex, national origin, age, familial, or handicap is preventing them from finding a suitable unit. In this case, the Augusta Housing Authority will provide the family with a copy of the HUD-prescribe form for use in filing a housing discrimination complaint. If an owner violates the Fair Housing laws, the owner may be denied participation in the Section 8 Program and may have discrimination charges brought against him or her. It is in the owner's best interest to utilize the same method of screening and selection for all renters and to keep complete documentation.

G. REASONABLE ACCOMMODATION AND MODIFICATIONS

Owners cannot discriminate against families with disabilities and should be aware of their obligations to make reasonable modifications to the unit for such families, at the family's expense, as required for all persons with disabilities under the Fair Housing Act for the private rental market. To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following American with Disabilities Act (ADA) definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

H. REQUEST FOR TENANCY APPROVAL

When a family has found a unit that they want to lease and the owner is willing to lease, the family shall submit to the Augusta Housing Authority a **Request for Tenancy Approval** (RFTA) signed by the owner of the unit and the family. The family must also submit a copy of the proposed Dwelling Lease.

The Augusta Housing Authority will review the proposed Dwelling Lease and the RFTA documents to determine whether or not they are approvable. The following items will be considered prior to approval:

- The unit is an eligible type of housing;
- The unit meets HUD's Housing Quality Standards;
- The rent is reasonable;
- The security deposit is approvable in accordance with any limitations outlined in this packet;
- The proposed lease complies with HUD and Augusta Housing Authority requirements; and
- The owner is approvable, and there are no conflicts of interest.

The Augusta Housing Authority will inspect the unit for compliance with the Housing Quality Standards (HQS) as promptly as possible after the owner indicates the unit is ready for inspection. The owner must inspect the unit to ensure that all commonly failed items have been corrected prior to scheduling the Move in Inspection with the Augusta Housing Authority. It is also the owner's responsibility to make sure that all utilities are connected prior to the HQS inspection.

If there are defects or deficiencies, which must be corrected for the unit to be decent, safe, and sanitary, the owner will be advised by the Augusta Housing Authority of the work required to be performed. Before a HAP Contract is executed, the unit must be re-inspected to verify the necessary work has been performed and that the unit is decent, safe, and sanitary. The Augusta Housing Authority will not enter a Housing Assistance Payment Contract until the unit has passed the HQS inspection.

I. DISAPPROVAL OF RFTA

If the Augusta Housing Authority determines that the request cannot be approved, the owner and the family will be notified in writing. The Augusta Housing Authority will instruct the owner and family of the steps that are necessary to approve the request. The owner will need to submit an approvable RFTA within a reasonable time from the date of disapproval.

When a RFTA is not approved, the Augusta Housing Authority will consider issuing the family another RFTA form to the family so that the family can continue to search for eligible housing.

CAUTION: If the owner allows a family to move into a unit prior to execution of a HAP Contract with the Augusta Housing Authority, the owner is doing so at his/her own risk. The Augusta Housing Authority will not be obligated to make a payment to the owner on behalf of the family during this period.

J. NEIGHBORHOOD ASSOCIATIONS

Owners should make Families aware of any neighborhood associations that may be established in the neighborhood in which his/her new family is moving. Neighborhood associations vary in their intent.

Chapter 3

DWELLING LEASE AGREEMENT and TERMINATIONS

In order for a family to receive assistance under the Section 8 Program, the family must execute a dwelling lease agreement with an owner who will participate in the program.

A. DWELLING LEASE AGREEMENT

If the Augusta Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe, and sanitary condition and that the rent is reasonable, the Augusta Housing Authority will notify the family and the owner that a lease can be executed between the two parties. Additionally, the Augusta Housing Authority will notify the owner that the Housing Assistance Payments (HAP) Contract is being prepared for execution between the Augusta Housing Authority and the owner.

The lease and the HAP Contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the Family.

The term of the dwelling lease shall begin on a date stated in the lease, and shall continue until:

1. A termination of the lease by the owner in accordance with the terms.
2. A termination of the lease by the family in accordance with the lease.
3. A mutual agreement between the owner and family to terminate the lease.
4. A termination of the HAP contract by the Augusta Housing Authority.
5. A termination of assistance for the family by the Augusta Housing Authority.

The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payments under the HAP Contract between the owner and the Augusta Housing Authority. The Augusta Housing Authority's failure to pay the housing assistance payments to the owner is not a violation of the lease between the family and the owner.

During the terms of the dwelling lease agreement, the owner may not terminate the tenancy of the family for nonpayment of the Augusta Housing Authority housing assistance payment.

B. OFFER OF NEW DWELLING LEASE BY OWNER TO FAMILY

The owner may offer the family a new Dwelling Lease for execution by the family for a term beginning at any time after the initial term of the lease. The owner shall give the family written notice of the offer, with copy to the Augusta Housing Authority, at least thirty (30) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time limit for acceptance by the family.

C. TERMINATION OF TENACY BY FAMILY: MOVES

The family may terminate the lease at any time without cause, after the term of the lease, in accordance with the Dwelling Lease provisions with a written notice by the family to the owner (with a copy to the Augusta Housing Authority).

D. TERMINATION OF TENACY BY OWNER

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for the following:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises; and

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do.

If the owner terminates a family’s lease, the owner must give the family a written notice that specifies the grounds for termination of tenancy. The notice of the grounds must be given at or before commencement of the eviction action. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner must give the Augusta Housing Authority a copy of any owner eviction notice to the family. The owner may only evict the family from the unit by instituting a court action.

The owner must give the family and the Augusta Housing Authority a notice of HAP Contract termination if the owner terminates the tenancy for other good cause that is a business or economic reason or at the expiration of the HAP Contract.

The HAP Contract terminates when the owner in accordance with the lease terminates the lease. If the owner has commenced the eviction process against the family, and the family continues to reside in the unit, the Augusta Housing Authority shall continue to make housing assistance

payments to the owner in accordance with the HAP Contract until the owner has obtained a court judgment or other process allowing the owner to evict the family. The Augusta Housing Authority may continue such payments until the family moves from or is evicted from the unit.

E. EVIDENCE OF CRIMINAL ACTIVITY

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

F. TERMINATION OF TENANCY DECISIONS

If the law and regulation permit the owner to take an action but does not require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include the following:

- The seriousness of the offense
- The effect on the community
- The extent of participation by household members
- The effect on uninvolved household members
- The demand for assisted housing by Families who will adhere to responsibilities
- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
- The effect on the integrity of the program

G. EXCLUSION OF CULPABLE HOUSEHOLD MEMBER

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

H. LEASE IN RELATIONS TO THE HAP CONTRACT

If the HAP Contract is terminated for any reason, the lease terminates automatically.

I. TENANCY ADDENDUM

The owner's lease must include word-for-word all provisions of the U.S. Department of Housing and Urban Development (HUD) prescribed **Tenancy Addendum**. The family shall have the right to enforce the Tenancy Addendum against the owner, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease. The Augusta Housing Authority shall supply the HUD prescribed Tenancy Addendum form. A copy of the Tenancy Addendum is attached for guidance.

J. SECURITY DEPOSIT

The owner is not required to but may collect one security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge, subject to the following condition: Security deposit charged by owners may not exceed those charged for unassisted tenants nor the maximum allowed under state or local law.

If a family vacates the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amount which the family owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item.

If the family vacates the unit owing no rent or other amount under the lease consistent with state or local law or if such amount is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance to the family.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

Chapter 4

HOUSING ASSISTANCE PAYMENTS CONTRACT

The Housing Assistance Payment (HAP) Contract is a contract between the Augusta Housing Authority and an owner, in the form prescribed by the HUD. A copy of the HAP Contract is attached for review.

A. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

In the HAP Contract, the owner agrees to lease a unit to a specified eligible family and the Augusta Housing Authority agrees to make housing assistance payments under the Section 8 Program to the owner on behalf of the family.

The owner must credit the monthly housing assistance payment by the Augusta Housing Authority towards the monthly rent payable to the owner for the contract unit. The amount of the monthly housing assistance payments to the owner may not exceed the amount of the monthly Contract Rent as outlined in the lease. If the Augusta Housing Authority determines that the owner is not entitled to the housing assistance payment or any part of it, the Augusta Housing Authority, 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). The Augusta Housing Authority has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment.

The HAP Contract will not be executed until the Augusta Housing Authority approves the unit and the lease has been executed.

B. HOUSING ASSISTANCE PAYMENTS TO OWNER

The Augusta Housing Authority will pay housing assistance payments to the owner for a unit under lease by an eligible family in accordance with the terms of the HAP Contract. The payment is the difference between the Rent To Owner (Contract Rent) and the Tenant Rent.

If an eligible family vacates the unit in violation of the lease, the owner will receive the housing assistance payment due under the contract for the month in which the family vacates the unit, as the unit remains vacant.

If the owner evicts an eligible family, the owner will not be entitled to any payment under this section unless the Augusta Housing Authority determines that the owner complied with all requirements concerning lease terminations, the contract, and all applicable state and local laws. If the owner evicts a tenant through the court system, the owner is entitled to payments from the Augusta Housing Authority as long as the tenant is physically in the housing unit.

Chapter 5

OWNERS RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

This chapter discusses the different types of rent that are applicable to the Section 8 Program. It is important that owners understand the importance of each rent type and the affect they have on the family's portion of the rent to owner and the Augusta Housing Authority's portion to the Rent to Owner.

A. FAIR MARKET RENTS

Fair Market Rent (FMR) is the rent, including utilities (except telephone and cable), ranges and refrigerators, and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The FMR are established for each bedroom unit size in the jurisdiction. The U. S. Department of Housing and Urban Development (HUD) changes the Fair Market Rents and the changes are published in the Federal Register, usually on an annual basis. The FMR are used to help determine the Payment Standards (PS) for the jurisdiction.

B. PAYMENT STANDARDS

The Augusta Housing Authority uses the Payment Standard Schedule to determine the appropriate payment standard for a particular family, based on the family size and composition and the occupancy standards. The Payment Standards are established by the housing authority from the applicable Fair Market Rents for each bedroom unit size on the program. The Payment Standard is the maximum amount of housing assistance the Augusta Housing Authority will pay on behalf of the family.

C. RENT TO OWNER

The Rent to Owner is the total amount of rent specified in the HAP Contract as payable to the owner by the family and by the Augusta Housing Authority on the family's behalf. A family should not make any other payment to the owner for rent than is specified by the Augusta Housing Authority.

The Augusta Housing Authority must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units. A limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time, a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income. During the initial term of the lease, the owner may not raise the amount of Rent to Owner.

D. GROSS RENTS

Gross rent is the total monthly cost of housing an eligible family, which is the sum of the Rent to Owner and any housing authority Utility Allowances. In the case of rental of only a manufactured home space, the gross rent also includes the family’s monthly payment to amortize the purchase price of the manufactured home.

E. RENT REASONABLENESS

The Augusta Housing Authority will not approve a lease until the Augusta Housing Authority determines that the initial Rent to Owner is a reasonable rent. The Rent to Owner for each unit must meet the following criteria:

1. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management, and maintenance service of such unit.
2. Not in excess of rents currently being charged by the owner for comparable unassisted units in the premises. The owner must give the housing authority any information requested by the agency on rents charged by the owner for other units in the premises or elsewhere.

The Augusta Housing Authority must re-determine the reasonable rent before any increase in the rent to owner and in accordance with other HUD requirements. The Augusta Housing Authority may re-determine the reasonable rent at any time.

F. TENANT RENT

Tenant Rent is the amount payable monthly by the family as rent to the owner. Where the owner supplies all utilities (except telephone and cable) and other essential housing services, Tenant Rent equals Total Tenant Payment. Where the owner does not supply some services and the cost thereof is not included in the amount as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowances.

G. MAXIMUM INITIAL RENT BURDEN DETERMINATION

A Family may not pay more than forty percent (40%) of the adjusted monthly income toward the initial rent for a unit. This limit applies only at the time of initial leasing of a unit, not thereafter. This includes any move from one unit to another unit while under the program. However, this rule does not apply if the GROSS RENT (Rent to Owner plus the Utility Allowances) is less than or equal to the PAYMENT STANDARD. For example:

* Annual Adjusted Income	\$15,000
* Divided By 12 months	\$ 1,250
* 40% Limit	1,250 X 40% = \$500

According to this example, the maximum a family is allowed to pay towards rent is \$500.00 per month for the initial leasing of the unit. A representative from the housing authority will make this calculation for the family when the family is either determined eligible for the Section 8 Program or when the family desires to move to a new unit. In addition, a representative from the housing authority will estimate a maximum rental amount a unit will contract for the family and this information will be given to the family at the time the Voucher is issued.

The owner should not allow the family to move into the housing unit until the Augusta Housing Authority has approved the unit and the lease and HAP Contract has been executed.

H. SIDE PAYMENTS

HUD has conveyed to the Augusta Housing Authority the serious concerns about violations of the Section 8 Housing Choice Voucher Program requirements. The HUD Office of Inspector General (IG) has identified cases of fraud by Public Housing Agencies (PHAs) and their employees, Owner/Agents/Managers, and tenants participating in the Section 8 Program.

In order for the Augusta Housing Authority to provide Section 8 housing assistance to as many needy families as possible, all participants in this HUD sponsored program must properly utilize government funds and follow departmental policy requirements. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Programs are criminal acts. If a landlord is suspected of committing any fraudulent actions, the Augusta Housing Authority is required to refer the matter to the proper authority for appropriate action. This could lead to an investigation of the allegation and could result in the landlord being accused of a federal crime. The Owner/Agent/Manager could also be terminated from participation in the program.

Some examples of fraud involving owners identified by the IG's recent investigations include:

1. Requiring extra (side) payments in excess of the family's share of the rent. Any payment in excess of the rent must receive prior approval from the Augusta Housing Authority.
2. Collecting assistance payments for units not occupied by Section 8 tenants.
3. Bribing Augusta Housing Authority employees to certify substandard units as standard.

Subsequently, if an owner, in agreement with the family, decides to collect payments from the family for such other items as a washer or dryer, the owner and family should enter into a formal written agreement concerning these additional payments.

In addition, the Augusta Housing Authority and HUD may send surveys families who are receiving Section 8 Housing Assistance requesting their assistance in preventing abuses of the program. The Augusta Housing Authority in conjunction with HUD will take any action warranted to ensure that cases of fraud are prevented or prosecuted by the appropriate authority.

The Augusta Housing Authority urges all owners to report any violations of the Section 8 Program. These violations should be reported immediately rather than continue non-compliance with program requirements. If you have any questions or know of any violations of fraud committed by another person, including Augusta Housing Authority employees, families, or owners, please contact the Assisted Housing Department at 724-5466 or you can submit an anonymous complaint through the Augusta Housing Authority's website at www.augustapha.org.

Chapter 6

MAINTENANCE AND UNIT INSPECTIONS

The owner must maintain the housing unit and premises in accordance with the Housing Quality Standards (HQS) at all times. Maintenance and replacement must be in accordance with the standard practice for the building as established by the owner. See Chapter 7, Housing Quality Standards Requirements.

A. GENERAL MAINTENANCE

The owner shall provide all the services maintenance and utilities, which the owner agrees to provide under the HAP Contract and Lease Agreement, subject to termination of housing assistance payments or other applicable remedies if the owner fails to meet these obligations.

The Augusta Housing Authority **strongly** encourages the owner to inspect the site and neighborhood condition of the unit(s) at least once per month to determine if the lawn is being properly maintained as outlined by the local codes. The lawn should not contain high grass, junk cars, discarded appliances, debris, etc. If the Augusta Housing Authority staff notices or receives notification that assisted units are not being properly maintained, the owner will receive a Special Inspection letter from the Augusta Housing Authority requiring that the owner clean up the lawn.

The owner should also complete an interior inspection of the unit prior to the Augusta Housing Authority conducting their inspections. This practice would allow the owner to know the condition of the unit(s) prior to receiving the HQS Report. The owner should have their list generated and begin repairs before the Augusta Housing Authority arrives to the assisted units. The HQS Report should only serve as a supplement to the owner's list. The Augusta Housing Authority's goal is to ensure that the subsidized units meet the minimum requirements as outlined by HUD as well as state and local policies.

B. INITIAL INSPECTION (Move in Inspection)

The Augusta Housing Authority will conduct an initial inspection upon each housing unit when an owner decides to participate in the Section 8 Program. The owner should inspect and correct all deficiencies before the unit is presented to the Augusta Housing Authority for inspection. This will prevent delays in the unit passing the Move in Inspection. If the unit meets HQS, the owner will receive a "Pass" status letter from the Augusta Housing Authority. Accordingly, if the unit does not meet HQS, the owner will be notified in writing of the deficiencies that should be corrected. If it is determined that the owner has not completed several commonly failed items, the Augusta Housing Authority will send the owner a "Fail" status letter with a general deficiency item that requires the owner to repair or replace all deficiencies throughout the entire unit including plumbing, electrical, walls, flooring, windows, smoke alarms, ceilings, roof, exterior surfaces, yards, etc. Furthermore, if it is determined that the owner has made a reasonable effort to ensure that the unit is move in ready and there are still deficiency items, the Augusta Housing Authority will send the owner a "Fail" status letter containing a list of specific items that must be corrected.

The owner should contact the Augusta Housing Authority when the deficiencies have been corrected in order to schedule a re-inspection of the unit. The unit will pass inspection only after the deficiencies are corrected and verified.

C. ANNUAL/BIENNIAL INSPECTION

The Augusta Housing Authority will generally inspect the dwelling unit leased to the family within 12 months of the last inspection to ensure that the owner is meeting the obligation to maintain the unit in decent, safe, and sanitary conditions and to provide the agreed upon utilities and other services. In addition, the Augusta Housing Authority will allow certain units to receive a Biennial Inspection when units meet the Biennial Inspection criteria.

D. SPECIAL INSPECTIONS

In addition to the initial, annual/biennial inspections, the Augusta Housing Authority will inspect the dwelling unit leased to the family at such other times as may be necessary to ensure that the owner is meeting the obligation to maintain the unit in decent, safe, and sanitary condition and to provide the agreed upon utilities and other services. The Augusta Housing Authority will take into account complaints from the family, owner and/or any other information coming to its attention in scheduling special inspections.

If the owner fails to maintain a dwelling unit in decent, safe, and sanitary condition, the Augusta Housing Authority may exercise any of its rights and remedies under the HAP Contract, including termination of the housing assistance payments (even if the family continues in occupancy) and termination of the Contract. If the Augusta Housing Authority decides to terminate the HAP Contract, and the family wants to move to another dwelling unit with continued assistance under the Section 8 Program, the Augusta Housing Authority will issue another Voucher to the family (unless the Augusta Housing Authority denies the issuance of the Voucher because the family has violated a family obligation).

E. QUALITY CONTROL INSPECTIONS

HUD requires an Augusta Housing Authority supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS guidance.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual/biennial, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

F. RE-INSPECTIONS

If the Augusta Housing Authority determines that the unit does not meet HQS at the annual/biennial and special inspections, the Augusta Housing Authority will notify the owner in writing and provide a reasonable amount of time to make repairs. If the repairs are not made within the prescribed time period, the Augusta Housing Authority may abate payments to the owner. The tenant is required to pay only their portion of the rent if the Augusta Housing Authority abates the HAP.

G. PRIMARY ACCESS TO HQS INSPECTION RESULTS

Because of delays in owners receiving the Augusta Housing Authority's HQS Report, owners **must** receive the inspection results from the Landlord Portal. This Landlord Portal will serve as the primary source to receive the inspection results. Generally, the inspection results will be in the system within 24 hours of the inspection. The Augusta Housing Authority strongly encourages you to view the report and make a concerted effort to make the required repairs. If there is a delay in completing the repairs, you can submit a written HQS extension request at least five (5) days before the scheduled reinspection. The form is located on the Augusta Housing Authority's website. The request must state the reason(s) for the request and the number of additional days requested. The Augusta Housing Authority will consider the request and respond accordingly based on the policies.

Chapter 7

HOUSING QUALITY STANDARDS (HQS) REQUIREMENTS

Before the Augusta Housing Authority will make payments to an owner on behalf of the family, the housing unit must meet HUD's minimum Housing Quality Standards (HQS). HUD has implemented these standards nationwide to ensure that all assisted housing units under the Section 8 Program meet the minimum health and safety standards. The owner must prepare the unit for inspection, participate in the inspection with the Augusta Housing Authority, and make repairs promptly.

A. AREAS COVERED UNDER HQS

There are eight (8) areas that must be reviewed for HQS compliance by an Augusta Housing Authority inspector:

- * Living room
- * Kitchen
- * Bathroom
- * Other Rooms Used For Living
- * Secondary Rooms (Not Used For Living)
- * Building Exterior
- * Heating and Plumbing
- * General Health and Safety

After the HQS inspector has completed an Annual/Biennial, Special, or Quality Control Inspection of the unit, he/she must provide the owner a summary decision or rating for the unit in accordance with HUD rules and regulations.

B. HQS INSPECTION CHECKLIST ITEMS

The HQS inspector will use the Form HUD-52580, **Inspection Checklist Housing Choice Voucher Program**, when conducting the inspections. The following is a listing of the conditions that **must** be verified by the housing inspector. A sample of this form is attached.

Living Room

- * Is there a living room present?
- * Are there at least two working outlets or one working outlet and one working light fixture?
- * Is the room free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken windowpanes?
- * Are the walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Kitchen

- * Is there a kitchen present?
- * Is there at least one working outlet and one working, permanently installed light fixture?
- * Is the kitchen free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Are all windows free of signs of severe deterioration or missing or broken windowpanes?
- * Are the walls, ceilings, and floors in good condition and free from hazardous defects?
- * Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?
- * Is there a kitchen sink that works with hot and cold running water?
- * Is there space to store, prepare, and serve food?
- * Is there a working oven, and a stove (or range) with top burners that work? If no oven and if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Bathroom

- * Is there a bathroom present?
- * Is there at least one permanently installed light fixture?
- * Is the bathroom free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * Are all walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are there operable windows or a working vent system?
- * Is there a working toilet in the unit for the exclusive private use of the Family?
- * Is there a working, permanently installed wash basin with hot and cold running water in the unit?
- * Is there a working tub or shower with hot and cold running water in the unit?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?

Other Rooms Used For Living and Halls

- * If used as a bedroom, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If not used as a room for sleeping, is there a means of illumination?
- * Is the room free from electrical hazards?
- * Are all windows and doors that are accessible from the outside lockable?
- * If used as a bedroom, is there at least one window? Are all windows free of signs of severe deterioration or missing or broke-out windowpanes?
- * Are walls, ceilings, and floors in good condition and free from hazardous defects?
- * Are painted surfaces free of defective paint? If there is a child under 6 with an elevated blood lead level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground and readily accessible to children under 6 years of age lead-free or adequately treated?
- * Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of National Fire Protection Act of 1974?
- * In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?

All Secondary Rooms (Rooms Not Used For Living, Such As A Laundry Room or Storage Room)

- * Are all windows and doors that are accessible from the outside lockable?
- * Are all these rooms free from electrical hazards?

Building Exterior

- * Is the foundation sound and free from hazards?
- * Are all the exterior stairs, rails, and porches sound and free from hazards?
- * Are the roofs, gutters, and downspouts sound and free from hazards?
- * Are exterior surfaces sound and free from hazards?
- * Is the chimney sound and free from hazards?
- * If the building was built prior to 1978. Are painted surfaces which are up to 5 feet from the ground or floor and readily accessible to children free of defective paint? If there is a child under 6 years of age with elevated blood level, are the intact and nonintact paint on protruding chewable surfaces which are up to 5 feet from the ground or floor and readily accessible to children under 6 years of age lead-free or adequately treated?
- * If the unit is a manufactured home, is it properly placed and tied down?

Heating And Plumbing

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

General Health and Safety

- * Can the unit be entered without having to go through another unit?
- * Is there an alternative fire exit from this building that is not blocked and meets local or state regulations as an acceptable exit?
- * Is the unit free from rats or severe infestation by mice or vermin?
- * Is the unit free from heavy accumulation of garbage or debris inside and outside?
- * Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?
- * Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways: absent or insecure railings; inadequate lighting; or other hazards?
- * Do all elevators have a current inspection certificate?
- * Is the unit free from abnormally high levels of air pollution from vehicular exhaust? Are the site and immediate neighborhood free from conditions, which would seriously and continuously endanger the health or safety of the tenants?

C. MOST COMMONLY FAILED ITEMS

Below is a list of some of the most commonly failed items that are found during an inspection.

1. Peeling exterior and interior paint.
2. Missing or inoperable smoke detector. One detector is required on each level.
3. Railings missing. Handrails are required at four (4) or more steps. Porch rails are required on porches over 30" high.
4. Outlet cover plates missing, broken or very loose. Outlets improperly wired.
5. Leaking plumbing fixtures. Missing gas traps at pipes.
6. Missing, improper covers on hot water heaters and furnaces. Missing temperature pressure relief valves (TPR). Drain line must be 6" off floor in unoccupied area.
7. Inoperable bathroom fan or no bathroom ventilation.
8. Missing or inoperable refrigerator; missing, cracked or broken vegetable bins, brackets; worn gaskets; missing or broken handles; etc.
9. Missing or inoperable ranges; inoperable burners on ranges or inoperable range hoods; and missing burner control knobs.
10. Cracked or broken windowpanes.
11. Tripping hazards caused by floor coverings such as carpeting.
12. Inoperable light fixtures.
13. Large holes in the walls.
14. Loose or inoperable commodes; and leaking toilets at base or supply line.
15. Loose door knobs, hinges, deadbolts (missing screws), loose or missing strike plates.
16. Missing or broken window locks on the first-floor windows or other windows accessible from the outside.
17. Evidence of leaks at walls or ceilings.
18. Fireplaces must be secured or certification provided that the fireplace is in good working condition.
19. Missing or torn window screens.
20. Lawn is not properly maintained which includes high grass, trash and debris, inoperable vehicles and appliances and other furniture in the yard.

The owner must prepare the unit for inspection and make all repairs as promptly as possible. For any additional information on the most common fail items, contact a HQS inspector in the Assisted Housing Department.

D. SUMMARY DECISION OR RATING ON UNIT

When an inspector makes an inspection of a unit, the inspector will record the findings on Form HUD 52580, Inspection Checklist Housing Choice Voucher Program. Once a HQS inspector has inspected a unit, the inspector will rate the unit as Pass, Inconclusive, or Fail.

- The term "Pass" means that the condition of the unit meets the minimum requirement for federal, state, and/or local laws.
- The term "Inconclusive" means that more information is needed for the inspector to make a determination on the inspection. For example, if the utilities are not on in the unit when the inspection is made, the inspector will mark the inspection checklist "Inconclusive" until the utilities are on and verified.

- The term “Failed” means that the condition of the unit does not meet the minimum requirements and must be brought up to the standard prior to the tenant receiving housing assistance for the unit from the Augusta Housing Authority.

The deficiencies will be reported to the owner in writing. Generally, an itemized listing of the deficiency items will be given to the owner. The failed items must be corrected and verified prior to the execution of a new Housing Assistance Payments Contract or any future payments made on an existing unit in which the Augusta Housing Authority is performing an annual/biennial inspection.

E. HQS MINIMUM REQUIREMENTS

Housing assisted under the Augusta Housing Authority’s Section 8 Program must meet the Housing Quality Standards (HQS) as outlined in 24 Code of Federal Regulations (CFR) 982.401. Before the Augusta Housing Authority can make a payment to the owner on behalf of a family, the housing unit must meet HUD’s minimum HQS. Information on the HUD minimum Housing Quality Standards is listed below:

Sanitary Facilities.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

Food Preparation and Refuse Disposal.

The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the family agrees and microwave oven is furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system. The dwelling unit must have 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 (e.g. garbage cans).

Space and Security.

At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than children under six years of age, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks,

and combination windows with latches). The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal Environment.

There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy environment appropriate to the climate. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable. However, portable electrical heaters are not 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 light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and Materials.

Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage. The roof must be structurally sound and weathertight.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc. must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior Air Quality.

The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

Water Supply.

An approvable public or private water supply that is sanitary and free from contamination must serve the dwelling unit.

Lead Based Paint.

The purpose of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practical the hazards of lead-based paint poisoning for units assisted under this program. This section is issued under 24 CFR 35.24 (b)(4) and supersedes, for all housing to which it applies the requirements of subpart C of 24 CFR part 35.

1. The requirements of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly.

The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

2. Definitions.

Chewable surface. Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

Components. An element of a residential structure identified by type and location, such as a bedroom wall, an exterior windowsill, a baseboard in the living room, a kitchen floor, an interior windowsill in a bathroom, a porch, stair treads in a common stairwell, or an exterior wall.

Defective paint surface. A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

Elevated blood level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

HEAP. Means a high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (cm/cm²), or 0.5 percent by weight or 5000 parts per million (PPM).

3. Requirements for Pre-1978 units with children under 6 years of age.

If a dwelling unit constructed before 1978 is occupied by a Family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with this section.

The Augusta Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph (I) of this section. For purposes of this section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of the Augusta Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by this section may be delayed for a reasonable time.

The requirements in this paragraph apply to: All painted interior surfaces within the unit (including ceilings but excluding furniture); the entrance and hallway providing ingress or egress to a unit in a multi-unit building; and exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

4. Additional requirements for Pre-1978 units with children under 6 years of age with an EBL.

In addition to the requirements of this section, for a dwelling unit constructed before 1978 that is occupied by a Family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with this section is required, and treatment shall be completed within the time limits in this section.

The requirements in this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under 6 years of age:

- (1) Within the unit;
- (2) The entrance and hallway providing access to a unit in a multi-unit building; and
- (3) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

5. Treatment of chewable surfaces without testing.

In lieu of the procedures set forth in this section, the Augusta Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in this section.

6. Treatment methods and requirements.

Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

- (1) A defective paint surface shall be treated if the total area of defective paint on a component is:
 - a. More than 10 square feet on an exterior wall;
 - b. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to ceilings, floors, doors, and interior walls; or
 - c. More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to windowsills, baseboards and trim.
- (2) Acceptable methods of treatment are: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type

heat gun temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high-pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

- (3) Prohibited methods of removal are: open flame burning or torching without HEPA exhaust; uncontained hydro blasting or high-pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots, no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- (4) During exterior treatment, soil and playground equipment must be protected from contamination.
- (5) All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- (6) Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

7. Tenant protection.

The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

8. Owner information responsibilities.

Prior to execution of the HAP contract, the owner must inform the Augusta Housing Authority and the Family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit. A copy of the **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards** form is attached for guidance.

9. Augusta Housing Authority data collection and recordkeeping responsibilities.

The Augusta Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this program. If a match occurs the Augusta Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Augusta Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this section, the Family must be issued a Voucher to move.

The Augusta Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Augusta Housing Authority must keep the test results indefinitely and, if applicable, the owner certification of treatment. The records must indicate

which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records established that certain chewable surfaces were tested or treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.

The owner is required to notify and certify to the Section 8 participant of any know lead based paint in the dwelling unit. In addition, the owner's certification to the participant must be maintained in the tenant file that is kept by the owner. A copy of the certification should be sent to the Augusta Housing Authority for the Section 8 participant record.

Access.

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood.

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding; poor drainage; septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary Condition.

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

Manufactured Homes.

A manufactured home unit, whether owner or renter occupied, shall comply with the foregoing standards. In addition, a manufactured unit shall

- a. Meet the definition of a manufactured home. A manufactured home is a structure, with or without a permanent foundation, which is built on a permanent foundation, is designed for use as a principal place of residence, and meet the Housing Quality Standards;
- b. Be equipped with at least one smoke detector in working condition, and,
- c. Must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device, which distributes and transforms the load imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Smoke Detectors.

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Additionally, owners are subject to state and local laws as the laws pertain to building codes, regulations, and ordinances.

F. NON-QUALIFYING UNITS

Any type of existing housing meeting the Housing Quality Standards may be utilized under the Section 8 Housing Choice Voucher Programs, except for the types of housing listed below:

1. A unit that is receiving other assistance under the 1937 Housing Act, except assistance under Section 17 of the Act (the Housing Development Grant and Rental Rehabilitation Program);
2. A unit that is owned or otherwise substantially controlled by the Augusta Housing Authority administering the Annual Contribution Contract for the Section 8 Programs;
3. Nursing homes, units within the grounds of penal, reformatory, medical, mental and similar public or private institutions, and facilities providing continual psychiatric, medical or nursing services;
4. A unit that is occupied by its owner (including the owner of a manufactured home leasing a manufactured home space), except for a cooperative or mutual housing unit or a shared housing unit as described in 24 CFR 887.551 (a)(2); or
5. A housing unit as transitional housing in HUD's Transitional Housing Demonstration Program.

Chapter 8

CONCLUSION

The preceding chapters describe many of the rules as they apply to the Section 8 Program of the Augusta Housing Authority. However, the regulations published by HUD outline the specific rules and regulations in detail. If any information cited in this Briefing Packet For Owners contradicts the Augusta Housing Authority's Administrative Plan or federal regulations published by HUD, the HUD regulations and Augusta Housing Authority Administrative Plan shall govern.

Becoming familiar with the Section 8 Program is a wise decision for an owner interesting in participating in the Augusta Housing Authority's Section 8 Program. Benefits of the Section 8 Program are quite evident when there are positive relationships among the owner, family and Augusta Housing Authority. The Augusta Housing Authority's staff is eager to develop and maintain positive working relationships with each of our partners.

APPENDIX

Forms and Documents

The following forms and documents are attached for your guidance for the Section 8 Housing Choice Voucher Program.

- Request For Property Listing – www.georgiahousingsearch.org
- Request For Owner's Information Form
- Request For Taxpayer Identification Number and Certification
- Responsibilities of the Owner Form
- Request For Tenancy Approval Form
- Owner's Comparability Certification Form
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- Housing Assistance Payment (HAP) Contract
- Tenancy Addendum
- Inspection Checklist

REQUEST FOR PROPERTY LISTING

Augusta Housing Authority

Section 8 Housing Choice Voucher Program

As a prospective landlord, it will be necessary for you to provide the Augusta Housing Authority with the information requested below. Please mail this completed form to the Assisted Housing Department, 1435 Walton Way, Augusta, Georgia, 30901-2609, or return to the office located at the J. Madden Reid Administrative Building, 1435 Walton Way, Augusta, Georgia, or fax this form to (706) 724-2342 or (706) 828-0468.

DATE: _____

GENERAL INFORMATION:

Are you or your spouse employed by the Augusta Housing Authority, Augusta, Georgia? Yes () No ()

(If yes, STOP - HUD does not allow the Augusta Housing Authority to enter into any contract or arrangement with you in the Section 8 Housing Choice Voucher Program. If no, CONTINUE - Complete the remainder of this form to list the property.)

Name of Property Owner(s): _____

Contact Person or Agent: _____

Telephone Number(s): _____

Address of Property: _____

City: _____ State: _____ Zip: _____

NUMBER OF BEDROOMS: _____

RENTAL AMOUNT REQUESTED: \$ _____

MAXIMUM RENTS ALLOWED (EFFECTIVE 11/1/2017)

1-BRM	Up to \$505.00	2-BRM	\$525.00 - \$585.00
3-BRM	\$675.00 - \$785.00	4-BRM	\$775.00 - \$895.00

30907 Zip Code ONLY

MAXIMUM RENTS ALLOWED (EFFECTIVE 11/1/2017)

1-BRM	Up to \$505.00	2-BRM	\$575.00 - \$685.00
3-BRM	\$675.00 - \$840.00	4-BRM	\$775.00 - \$895.00

DATE UNIT AVAILABLE FOR RENTAL: _____

Thank you for your interest in the Section 8 Housing Choice Voucher Program.

Request For Owner's Information
Augusta Housing Authority
Section 8 Housing Choice Voucher Program

As a current or new landlord, it will be necessary for you to provide the Augusta Housing Authority with the information requested below. Please return this completed form to the Assisted Housing Department located at the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, Georgia, 30901, or fax to (706) 828-0468.

Date: _____

Owner(s) legal name as it appears on recorded deed:

Owner(s) mailing address:

Street _____ **City** _____ **State** _____ **Zip Code** _____

Phone Number: () _____ - _____

Email address: _____

Social Security or Federal ID # for the above named person to appear on the 1099 Forms:

Social Security: _____ **Fed ID:** _____

Make direct deposit payable to: _____

Will units be managed by owner: Yes () No ()

If no, provide name and address of manager or management firm:

Phone Number: () _____ - _____

Address of Property:

Street _____ **City** _____ **State** _____ **Zip Code** _____

Owner Signature: _____

Important

Please notify the Assisted Housing Department at (706)724-5466, immediately of any changes to your address and telephone number. Also, please submit the proper documentation for any changes in ownership or management agents. Thank you for your participation in the Section 8 Housing Choice Voucher Program.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(j)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Augusta Housing Authority
Housing Choice Voucher Program
Responsibilities of the Owner

The owner is responsible for performing all of the owner's obligations under the Housing Assistance Payments (HAP) Contract and the Dwelling Lease. The owner is responsible for the following:

1. Performing all management and rental functions for the assisted unit, including selecting a Voucher holder to lease the unit, and deciding if the Family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with the Housing Quality Standards, including performing ordinary and extraordinary maintenance;

Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
- Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

3. Complying with equal opportunity requirements;
4. Preparing and furnishing to the Augusta Housing Authority information required under the Housing Assistance Payment Contract;
5. Collecting rent from the family:
 - Any security deposit.
 - The tenant contribution (the part of rent not covered by the Housing Assistance Payment).
 - Any charges for unit damage by the Family.
6. Enforcing tenant obligations under the Dwelling Lease;
7. Paying for utilities and services (unless paid by the family under the lease); and
8. Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An owner may contract with any private or public entity to perform for a fee the services required by the above paragraph of this section; provided that such a contract shall not shift any of the owner's responsibilities or obligations.

Date Signed: _____

Print Name of Owner/Agent: _____

Signature of Owner/Agent: _____

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. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

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

9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

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

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

Home
 Tax Credit

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

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

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

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

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

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

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

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

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

**Augusta Housing Authority
Housing Choice Voucher Program
Owner's Comparability Certification**

Date: _____

Owner(s) legal name as it appears on recorded deed:

Name of Property Owner(s): _____

Name of Contact Person or Agent: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code** _____

Phone Number: () _____ - _____

Email address: _____

Owner's Property Information

Address of Property:

Street _____ **City** _____ **State** _____ **Zip Code** _____

Most Recent Rent Charged for this unit: \$ _____ **per month**

Certification

I, the undersigned, certify that the rent charged under the Section 8 Housing Choice Voucher Program is not higher than the rent I charge for comparable unassisted units.

Print Name of Owner/Agent: _____

Signature of Owner/Agent: _____

Augusta Housing Authority
Housing Choice Voucher Program
Disclosure of Information on Lead Based paint and Lead Based Paint Hazards

Client/Tenant's Name: _____ Tenant/Client's Number: _____

Address: _____

Name of Owner/Agent: _____

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords/lessors must disclose the presence of known lead based paint and/or lead based paint hazards in the dwelling. Tenants/Lesseees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's (Owner's) Disclosure (initial)

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

Check Appropriate Box

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

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

____ (b) Records and reports available to the Lessor (check one below):

Check Appropriate Box

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

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

Lessee's (Tenant'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 24 U.S.C. 4582 (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 provided by the signatory is true and accurate.

Lessor (Owner) Date

Lessor (Owner) Date

Lessee (Tenant) Date

Lessee (Tenant) Date

Agent Date

Agent Date

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

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

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract This

HAP contract has three parts:

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

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures:

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

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

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

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

10. Owner's Breach of HAP Contract

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

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

the Fair Housing Act or other Federal equal opportunity requirements.

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

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

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

17. Entire Agreement: Interpretation

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
-

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

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c Criminal activity or alcohol abuse.

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

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

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

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

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

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

d Other good cause for termination of tenancy

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

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

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

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

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

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

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

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

e. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

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

17. Definitions

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

16. Notices

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

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

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

redcoration) 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).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

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

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to 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.

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.50 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 determine if a unit meets the housing quality standards of the section 8 rental assistance 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 the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance 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 participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information			Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit		Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)
1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ___
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [

