



HUD's Housing Choice Voucher
(HCV) Landlord Symposium
March 30, 2023

Housing Choice Voucher Program

Housing Choice Voucher (HCV) Program Overview

HUD's largest program -- empowering over 2.3 million economically vulnerable families to find suitable housing

- families with disabilities
- elderly families
- formerly homeless veterans
- families with children
- foster youth and families separated



Housing Choice Voucher (HCV) Program Overview

The Program offers a number of benefits to participating families, as well as communities as a whole, including:

- Reducing homelessness;
- Increasing housing stability;
- Reducing poverty;
- Helping low-wage workers make ends meet
- Giving families access to safer neighborhoods with better schools and opportunities
- Allowing senior citizens and disabled individuals to live independently;





HCV Program Facts

HCV Households & Recipients

8.75 years average household time in program

29.2% elderly (older than 62)

25.5% non-elderly disabled

45.5% single person

HCV Unit Type

24.6% single family detached

11.4% semi-detached

17.2% rowhouse/townhouse

33.9% low-rise buildings

Program Overview (cont.)

Provides monthly rental assistance payment to assist with *decent, safe and sanitary housing* on the privately-owned housing market.

Eligibility

- ▶ At or below 50% area median income {AMI}
- ▶ 75% of vouchers serve extremely low income families (at or below 30% AMI)

Tenant-based assistance

- ▶ Portable - moves with the family, not attached to specific unit/building
- ▶ Limited project-based voucher {PBV} option for PHAs

How it works:

- 1) Family/Tenant applies to the program; joins waiting list
- 2) Public Housing Authority (PHA) selects family from the waiting list
- 3) Eligibility is confirmed by PHA (generally recertified annually)
- 4) PHA educates family on requirements of program and issues voucher
- 5) Housing Search Begins (60-120 days)

Program Overview (cont.)

Created by State law to administer Federal housing programs within a defined jurisdiction

Range in size and location type

- ▶ Rural, Suburban & Urban
- ▶ 10 or fewer units to 90,000+ units
- ▶ Median program size is ~300 units

Approximately **2,200** PHAs administer active HCV programs

- ▶ 23% HCV funding is administered by the 12 largest PHAs
- ▶ PHAs maintain a relationship with HUD, tenants and landlords.

PHA Role:

- Maintain contract agreements with HUD, tenant and landlord
- Determine unit eligibility (monitor inspections, no less than every 2 years)
- Establish payment standards based on Fair Market Rents (FMRs)
- Evaluate rent reasonableness
- Provide customer support

Who receives HCV program assistance

Renton Housing Authority's HCV program provides rental assistance to individuals and families, as well as Senior Citizens and people with disabilities. The average annual income of our participants is \$13,707.00. Thirty-two (32%) percent of our program families are employed, while fifty-six (56%) percent of our program families are disabled participants on fixed income. Forty-two (42%) percent of our participants have children and sixty-nine (69%) percent of households are headed by women.

Owner Responsibilities

Screen potential tenants equally for:

- * Credit History**
- * Criminal Background History**
- * Tenancy History**
 - * HA can provide previous landlord information if on file and a release is signed**

Normal landlord functions:

- * Compliance with regulations governing reasonable modifications for disabled persons**
- * Compliance with Fair Housing**
- * Comply with the Housing Assistance Payment (HAP) Contract**

Owner Responsibilities continued:

Owner Responsibilities

Normal landlord functions:

- * **Following correspondences to the tenant must be provided to Renton Housing Authority:**
 - * **Rent Increases**
 - * **Lease Renewals**
 - * **30 day pay or vacates**
- * **Lease Enforcement**
- * **Maintenance of the unit in accordance with housing quality standards**
- * **Payment of owner responsible utilities and services**
- * **Property sale. If the owner is considering selling the property, for business or economic reasons, the owner is required to give a 90-day notice to Renton Housing Authority and the tenant.**
- * **Rent, security deposit and damage collections charged to the tenant. Collect the same security deposit amount as you would from non-housing families/tenants.**

Tenant-Landlord Disputes:

Despite the best intentions, at times problems arise between tenants and landlords. As a landlord, you are entirely responsible for the property management of your unit. The Housing Choice Voucher staff will try and help if we are kept informed, but we are not property managers. If the tenant violates the lease, the landlord should follow the same procedures as with other residents. Notice of eviction must be reported to RHA at the same time the voucher holder is notified. The landlord may proceed with the eviction in accordance with Washington State Law.

Lease:

- * **The lease is the agreement between you, the landlord, and the Housing Choice Voucher tenant. Therefore, the terms will be enforced by you, not RHA.**
- * **The lease start date must begin from the date of inspection or any date thereafter. We CANNOT accept a lease dated before the inspection date.**
- * **The lease must be for one (1) year when a tenant first moves into the unit.**
- * **It is considered fraud if**
 - **You sign two (2) separate leases or addendum that RHA is not aware of**
 - **If there is a separate verbal or written agreement**
- * **You must provide a proposed lease with blank lease dates and no signatures at the time the client turns in the packet. The client (voucher holder) must make an appointment with their Housing Choice Voucher Specialist to turn in the packet.**
- **You must give rental and deposit receipts to the tenant. An account ledger may be requested by RHA.**
- **The lease must contain:**
 - * **The name of the owner and tenant**
 - * **The address of the unit rented (including apartment number)**
 - * **The term of the lease (initial and any provisions for renewal)**
 - * **The amount of the monthly rent to owner**
 - * **Specifications about which utilities and appliances are to be supplied/paid for by the tenant**

Lease Cont'd:

- **Must use a standard lease form that is also for your unassisted tenants.**
- **The Tenancy Addendum must be a part of the lease. Make sure to read the Tenancy Addendum. Tenant will also receive a copy of the Tenancy Addendum.**
- * **The rent subsidy does not start until the unit passes HQS Inspection. This can take 7-15 business days. If your unit fails the first inspection, the failed items must be repaired or replaced. Once the repairs or items are replaced, you must contact the housing inspector and have a re-inspection completed before the housing assistance will begin.**
- **A new lease will need to be signed and submitted every year after the first year unless the original lease stipulates a month-to-month provision or any other renewal terms.**

Rental Increases:

- **Rental increases must be approved by Renton Housing Authority before any changes can go into effect.**
- **You must submit a request for a Rental Increase or new lease to RHA 60 days prior to the effective date of the HAP Contract. You are required to use the Renton Housing Authority Rental Increase Form (included with this presentation and on RHA website at www.rentonhousing.org).**

Utilities:

- **Any changes in responsibilities of utility payments must be submitted 60 days prior to the effective date. A new Housing Assistance Payment (HAP) contract must be completed and signed by both Landlord and RHA.**
- **Clients are given a deduction on their portion of rent based on utility allowance (UA) estimates. This amount is added to the owner's rent which is not to exceed the payment standard.**
- **Utility Allowances are posted on the RHA website at www.rentonhousing.org and under Resources tab and then Document Library. This can change when we update and change the website in the future.**

Contracts:

- **The Housing Assistance Payment (HAP) Contract is the agreement between Renton Housing Authority and the Landlord.**
- **The terms of the HAP Contract need to match the lease and the Request for Tenancy Approval.**
- **Initial payment can take up to 60 days to be paid by EFT (required); please refer to 7a(3) of the HAP Contract.**
- **Make sure that both HAP Contracts are completely filled out. One will be mailed to you for your records once the Housing Choice Voucher Specialist has signed.**
- **All payments will be required for HAP to landlords via EFT (Electronic Funds Transfer) and not checks. This is to cut down on check fraud that RHA has had to deal with over the years. This process also speeds up your payment to you because the mailing system has become more tedious and long, sometimes not even getting your check payments. EFT transfers will automatically be in your account before the 5th day of each month.**

Other:

- **RHA will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless Renton Housing Authority determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities. A reasonable accommodation must be requested for review prior to renting to family. Contact your Housing Choice Voucher Specialist has signed.**
- **We encourage you to advertise your properties that you would like to rent to Housing Choice Voucher tenants in our lobby and also at www.goSection8.com.**
- **Initial payment can take up to 60 days to be paid by EFT (required); please refer to 7a(3) of the HAP Contract.**
- **Make sure that both HAP Contracts are completely filled out. One will be mailed to you for your records once the Housing Choice Voucher Specialist has signed.**

What are my HCV Tenant's Responsibilities?

HCV program participants are expected to abide by the terms of their lease agreement including:

- **Paying their rent on time;**
- **Keeping the unit clean;**
- **Maintaining the exterior of the residence, including the lawn;**
- **Avoiding illegal activities by household members and guests;**
- **Allowing RHA Inspectors, whether employees or contractors, access to the unit to conduct inspections;**
- **Permitting landlord and designated repairmen access to the unit for repairs;**
- **Avoiding damage to property by household members and guests;**
- **Refraining from disturbing other residents in the building or neighboring properties;**
- **Allowing only those occupants on the lease to reside in the unit; and**
- **Complying with the terms and conditions of the lease and tenancy addendum.**

What is Renton Housing Authority Responsible for?

RHA or Renton Housing Authority is responsible for:

- **Screening program applicants for eligibility;**
- **Maintaining a waiting list, selecting families for admission to the program and issuing vouchers;**
- **Making HAP payments to the owner in a timely manner;**
- **Ensuring that owners and families comply with their contractual obligations**

THE HCV PROCESS

Step 1: Apply

Families submit an application to RHA during the published waiting list opening period and are served on a 1st come/1st serve basis, according to preferences.

Step 2: Verification

When applicants reach the top of the waiting list, they are asked to provide verification of their eligibility for the HCV program. After eligibility has been confirmed, RHA notifies the applicant that they have been qualified for a voucher.

Step 3: Briefing

RHA invites eligible applicants to a required briefing session. Applicants MUST ATTEND either a in-person briefing meeting or view the Online Briefing Presentation and sign off that it has been viewed in order to obtain their voucher.

Step 4: Get Voucher

RHA issues a Housing Choice Voucher to each applicant after the briefing of the program requirements has been completed.

THE HCV PROCESS CONT'D

Step 5: Find a Unit

Applicants have 120 days to find a suitable, qualifiable unit. All forms will need to be completed with the landlord and submitted back to RHA for processing.

Step 6: Affordability Tests and Rent Reasonableness Assessment

RHA reviews the paperwork to verify that the applicant qualifies for the proposed unit and that the unit meets RHA's program requirements. RHA must determine whether the rent to the owner is a reasonable rent in comparison to rent for other comparable unassisted units around that area.

Step 7: Unit Inspected

The unit will be inspected to ensure that it meets HUD's Housing Quality Standards (HQS)

Step 8: Lease and HAP Contract

RHA notifies all parties that the unit is approved for assistance. A lease is signed between the landlord and tenant. A signed lease between landlord and tenant is required to be submitted to RHA along with a signed HAP contract between the landlord and RHA.

THE HCV PROCESS CONT'D

Step 9: HAP Payment Issued

Upon receipt of the landlord's HAP contract, the Tenancy Addendum and the resident's lease agreement, RHA will review the Lease Agreement to ensure that it's terms do not conflict with HUD regulations or PHA policy. Once approved, payments will be made on the next check run following the approval date. RHA has two check runs per month to ensure speedy payments to landlords. Initial monthly payments are issued prior to the 5th day of the month and partial payments will be made around the 17th of the month. After the initial payment, you will receive all HAP payments by the 5th of the month. We cannot send out payments until HUD deposits the HAP funds into our account around the 1st or 2nd.

All payments will be issued via ACH Direct Deposit. We are no longer cutting checks due to costs and check fraud issues we are facing.

Housing Quality Standards – HQS Inspection

The goal of the HCV program is to provide “decent, safe and sanitary” housing at an affordable cost to low-income families. Housing Quality Standards help HUD and local Public Housing Authorities accomplish that goal by defining “standard housing” and establishing the minimum quality criteria necessary for the health and safety of program participants. All HCV housing units must meet these federal housing quality standards in order to participate in the HCV program.

When can I expect my 1st inspection to occur and what is the process?

- The Housing Inspector will do an Initial Inspection of your unit before the move-in can occur. Once the unit passes, you will be notified by mail and email (please make sure to provide an accurate email to receive these notices quickly and efficiently) that the inspection passed and when the next biennial inspection will occur, or every two years. If the unit fails an inspection at the Initial Inspection and the items are repaired and passed, the next inspection will be on an Annual basis at the end of the first year and if it passes then, then it will go onto a biennial schedule.
- Before an inspection, be sure to check if anything needs repaired. Check your smoke alarms and carbon monoxide detectors(if required) to make sure that they are working properly.

Housing Quality Standards – HQS Inspection Cont'd

Will my property only need to pass a HQS inspection once?

- **No. Inspections are conducted biennially to ensure the property is well maintained. Only a voucher family member is required to be present during biennial inspections.**

What happens if my unit does not pass inspection?

- **If any HQS violations are identified during the inspection, the owner will be notified of the problems and be given a time frame to correct them. If requested by the owner, the time frame for fixing the problems may be extended for good cause (e.g.; extreme weather conditions and supply chain issues).**

HQS Most Common Failed Items Checklist

READ CAREFULLY

- All required utilities (water, electric, gas) must be on and working properly at the time of inspection
- Large cracks or holes in ceilings or walls (free of defects and all are secured)
- Entire unit must be free of cracking, sealing, peeling, chipping and loose paint, especially if the unit in question is built prior to 1978. If the unit will be occupied by a facility with a child under six (6) years of age; a pregnant woman; and/or a child with an elevated EIBLL.
- Carpet must be securely in place, not frayed or torn, which could create a trip hazard
- Carpets must be cleaned
- Linoleum flooring must be secured in place and not torn which would create a trip hazard
- No soft or rotten flooring or subflooring which could create a safety concern
- All floors must be in a finished state as intended by the industry.
- All windows must open and shut properly
- All windows that are accessible from the outside must have secure, working locks
- No cracked or broken window panes
- Security bars have to have a quick release mechanism (must not require a tool, key or special knowledge to open)
- Every window used for living must have a screen on them.
- All entry/exit doors must have single key deadbolts, peepholes and adequate weather stripping so as to provide a good seal.
- No deadbolt can be double keyed or double cylinder locked.
- All doors in the unit must close and latch properly
- All door hardware must operate and lock as intended
- Sliding doors, if available, must have a pin lock or security bar for safety.
- Interior / Exterior doors cannot have holes in them.
- All provided appliances by the owner must be in the kitchen at the time of inspection and must work according to manufacturer's design
- Range and Refrigerator must be clean.
- Overhead Vent Fan is required for all Gas Ranges (gravity vent permissible)
- Per WA Code, each unit requires a minimum of one smoke detector
- Smoke detector that does not work properly, is beeping, or is missing in the unit
- All water heaters are required to have a pressure relief valve discharge pipe down to the floor, within 6 inches from the floor.
- Gas water heaters are required to have the vent pipe aligned correctly to properly discharge smoke/fumes outside of unit
- Cooling system, if present, must function properly.
- Heating system must function properly

HQS Most Common Failed Items Checklist Cont'd

READ CAREFULLY

- Plumbing leaks under kitchen or bathroom sinks
- No ventilation in bathroom (Must have either an operable window, a power vent or a gravity vent)
- Clogged drains in kitchen or bathroom
- Toilets must flush properly, be secure to the floor, and not leak around the base flange.
- All worn or cracked toilet seats
- Outlets around wet areas of kitchen or bathrooms are required to have working and properly installed GFCI outlets or GFCI breakers in the panel box
- All light switch and outlet covers need to be installed and without cracks or missing altogether.
- No exposed wiring
- All cabinet doors and drawers must work properly
- Excessive trash on the outside of the unit or exterior grounds
- Grass or weeds over 6 inches in height
- Infestation by pests (such as mice, rats, fleas, bedbugs, roaches, etc.)
- If a unit/building is built after July 26, 2009 or has been sold after July 26, 2009, the unit has to be equipped with a Carbon Monoxide detector.
- A railing on a porch, deck or patio is required if 30 inches in height or more
- Handrails are required with 4 or more consecutive steps and must be secured properly
- If applicable, garage doors must open and close properly
- If in a low-rise or high-rise building, all hallway emergency lights need to test and operate
- Little or no hot water
- If applicable, fire extinguishers, elevators and boilers have to have annual inspection certificates.
- Owner cannot store personal items in garage or any other storage space
- All light fixtures inside or outside of the unit has to have a protective covering (globe or wire cage)
- No rotten wood, soffit or fascia
- No electrical or cable wiring is allowed to run across the floor and pose a trip hazard
- If applicable, all fences and/or gates provided must be in good shape and working properly.
- All gutters and downspouts must be cleaned, connected and secured
- Roof must not be leaking; indications of a leak includes discolorations of stains on the ceilings
- Sidewalks on properties cannot have gaps/cracks larger than $\frac{3}{4}$ inch or height separation of more than $\frac{1}{2}$ inch

HQS Most Common Failed Items Checklist Cont'd

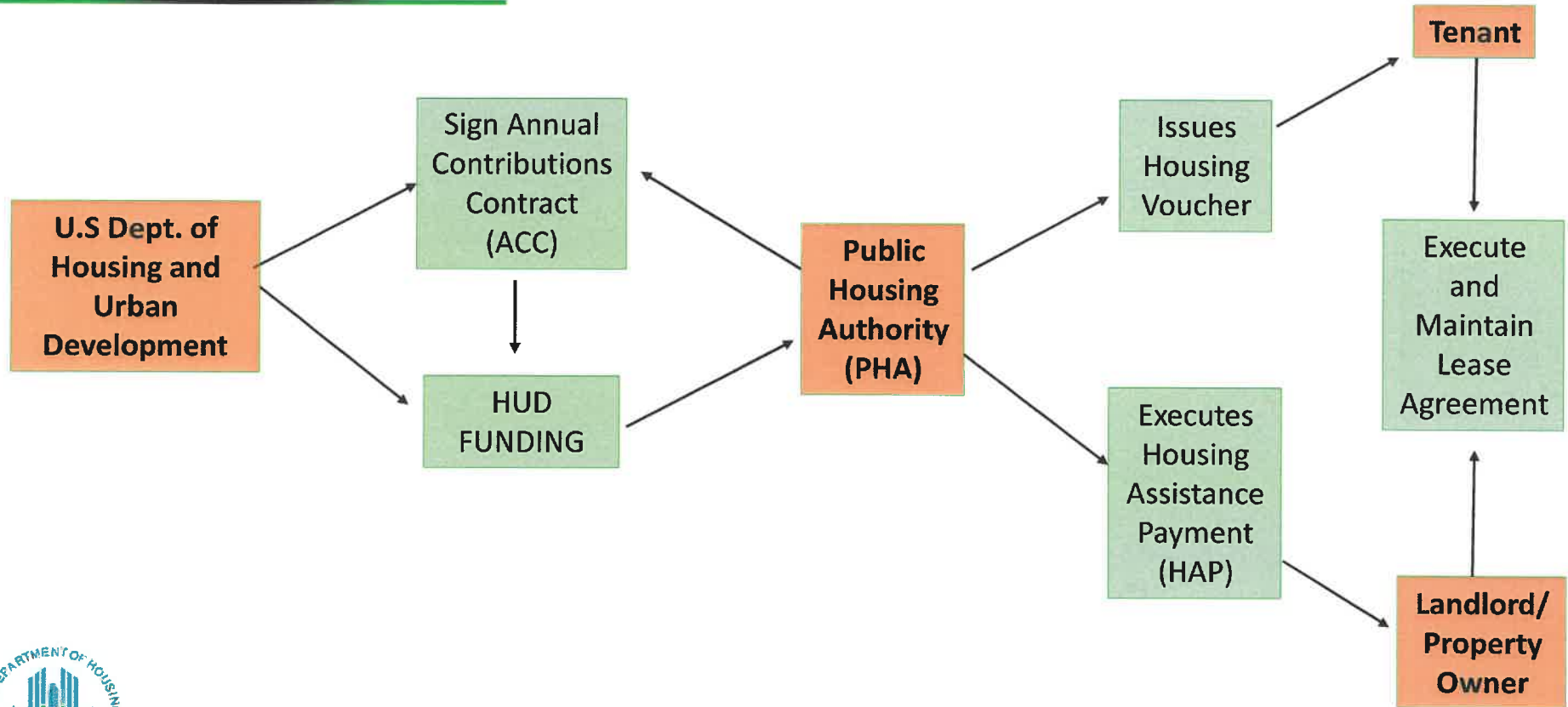
READ CAREFULLY

- **Bedrooms must have a window and if it is intended to open, it has to open**
- **Ventless gas heat sources are not allowed**
- **Unit address must be clear and visible from the street**

Service and Emotional Support Animals in HCV Program

- **See attached HUD Notice on Assistance Animals**

The HCV Process



What's New in HCV?

Historic Funding Increase in 2023

10% (\$2.3B) more for Housing Assistance Payment renewals and 15% (\$367M) more for Administrative Fees.

New Incremental "Fair Share" Vouchers

For the second year in a row, Congress is providing new HCV funding to help expand the HCV program in communities that need it most.

(\$200M in 2022 and \$SOM in 2023)



Resources



Housing Choice Voucher Program

HUD provides housing support and uplifts communities. Let us guide your next steps to the right place.

HCV Website www.hud.gov/hcv

The central location for all HCV program data and resources.

Some key sub-sites to be aware of include:

- **HCV Dashboard** - Shows the latest HCV program performance data and can be filtered to show individual PHA data.
- **Webinars/Trainings** - Includes registration information for all upcoming HCV webinars, and recordings of prior webinars, with links to video training series including the [HCV Overview Video Series](#) (which provides short videos explaining elements of the HCV program).
- **Landlord Resources** - There is a button on the main page for landlords. This takes users to the [Landlord Resources](#) page with information to help landlords understand the HCV program, and materials to support landlord engagement.
- **Tenant Resources** - There is a button on the main page for individuals looking for assistance. This provides general guidance on the program including eligibility information and how to apply.

PHA & Stakeholder Resources

[HCV Landlord Strategies Guidebook](#)

The Guidebook covers a variety of topics aimed to share strategies and tools to help PHAs improve landlord participation, regardless of PHA size or location.

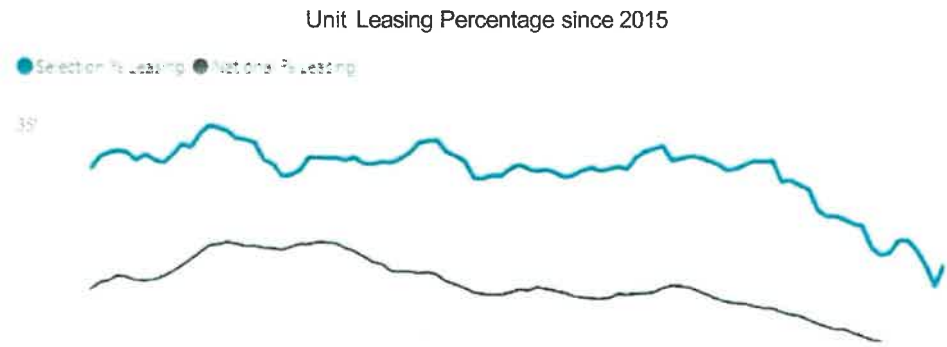
- Education and Outreach (EO)
- Technology
- Landlord-Focused Customer Service
- Monetary Incentives and Reimbursement Funds
- Inspections
- Matching local Rental Markets
- Partnerships



HCV LANDLORD STRATEGIES GUIDEBOOK FOR PHAs



HCV Leasing in Washington State (all PHAs)



Data is current as of November 2022

HUD Exchange

HCV Landlord Symposium Toolkit

HUD Exchange is pleased to announce the release of the HCV Landlord Symposium Toolkit, a comprehensive resource for HUD grantees and their partners. The toolkit includes a variety of materials designed to help landlords understand the HUD program and the responsibilities of landlords. It is available in both English and Spanish.

View a list of HCV Landlord Symposium Resources



How to Use this Toolkit

The HCV Landlord Symposium Toolkit is a comprehensive resource for HUD grantees and their partners. It includes a variety of materials designed to help landlords understand the HUD program and the responsibilities of landlords. It is available in both English and Spanish.

- Video: "How to Use the Toolkit"
- Resource Library
- FAQs

View the Landlord Symposium Toolkit Guide with the Video Slides

SUPPORTS HUD GRANTEES AND THEIR PARTNERS

- Program Information
- Resource Library
- FAQs
- Guidance from Technical Assistance Providers
- Request Program Assistance
- Award, Allocation and Grantee Reports
- Training Videos & Learning Pathways
- News and Email Updates

HCV Landlord Symposium Templates



General Planning Templates



Presentation Templates



Communications Templates

Landlord Resources

HCV Program Landlord Testimonials

- Basics of the HCV Program
- Working with the PHA
- Experience with the HCV Inspection Process
- Experience with HCV Tenants
- Experience with the HCV Program



HCV Landlord Videos

Introduction to the HCV Program
HCV Program: Basics, Benefits, and Ways to Participate
Landlord Testimonial Highlights

Additional Resources

- [HCV Landlord Resource Page in HUD Exchange](#)
- [HCV Landlord Resources in the HUD Exchange](#)

HCV Program: Basics, Benefits, and Ways to Participate

Introduction to the HCV Program



Landlord Testimonial Highlights



HCV Program Landlord Testimonials



Aaam



V'waine



Oavia



Gabriel



Thank you.



IMPORTANT FACTS ABOUT HCV RENTAL ASSISTANCE PROGRAM

1. Landlords are required to collect the same security deposit as non-housing families.
2. When the tenant moves out of the dwelling unit, the owner may use the security deposit as reimbursement for any unpaid rent payable to the tenant, damages to the unit or for other amounts the tenant may owe under the lease. The owner must give the tenant a written list of all items charged against the security deposit with the amount of each item. After deducting the amount, if any, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover the amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. Housing does not pay for damages caused by the tenant(s).
3. The tenant is allowed to sign only one (1) lease! The owner chooses his own lease. A copy of that lease must be submitted to Renton Housing Authority for review, and an addendum must be completed. You cannot have two separate leases. This can result in termination of assistance.
4. The lease is not effective until after the dwelling has passed inspection. The start date of the lease must be the day after the passed inspection date. No payment will be made until the dwelling unit passes inspection. If the tenant chooses to move into the unit before the inspection passes, the tenant is responsible for the rent.
5. The tenant can only pay the amount specified by RHA. Any other agreement to pay more will result in termination of assistance from the program.
6. Tenant is responsible for reporting correct income and/or family size changes to ensure that the rent portion is correct and on time to the landlord. Failure by the tenant to report these and any changes within ten (10) business days could delay the rent subsidy paid to you on behalf of RHA. If a delay is caused by the tenant, the tenant will be responsible for the rent until the problem is resolved.
7. Tenant is required to notify, in writing, the owner and RHA at least 30 days in advance before moving. A landlord's lease may require more than the 30-day time period, so pay attention to what the lease requires.
8. Any tenant evictions must be court ordered and a copy must be given to RHA.
9. Rent cannot be raised during the first year and only during the following year, with a 60-day written notice to RHA and the tenant, at the Annual Recertification of the HAP contract.
10. Rental assistance is for those listed on the assistance lease only. Other people living in the unit without consent of the owner and RHA is considered a violation of the lease and program rules and will cause termination of assistance.
11. If the owner is considering selling the dwelling unit for business or economic reasons, the owner is required to give RHA and the tenant 90-day notice of such action.

FACT SHEET ON HUD'S ASSISTANCE ANIMALS NOTICE

On January 28, 2020, the U.S. Department of Housing and Urban Development (HUD) Office of Fair Housing and Equal Opportunity (FHEO) released Notice FHEO-2020-01, sometimes referred to as the “Assistance Animals Notice.” The Notice includes two sections. The first, “Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act,” recommends a set of best practices for complying with the Fair Housing Act (FHA) when assessing a person with a disability’s accommodation requests involving animals in housing. This includes information regarding:

- The difference between assistance animals and pets;
- The types of accommodations that a housing provider may need to grant, such as exceptions to no-animal policies, deposits, or fees that are ordinarily charged for animals;
- Assessing whether an animal is a service animal or an assistance animal other than a service animal (sometimes referred to as a support animal);
- Permissible inquiries regarding assistance animals, particularly if the individual’s disability or disability-related need for an animal is non-obvious or non-observable, or not otherwise known to the housing provider;
- The type of verification and documentation that a housing provider may request regarding an individual’s disability and disability-related need for an assistance animal;
- Descriptions of the typical types of assistance animals, an example of a unique type of animal that provides disability-related assistance and guidance on handling requests involving more than one animal; and
- Other best practices regarding reasonable accommodations for assistance animals.

The second section is “Guidance on Documenting an Individual’s Need for Assistance Animals in Housing.” It provides guidance on information that an individual seeking a reasonable accommodation for an assistance animal may need to provide to a housing provider about his or her disability-related need for the requested accommodation, including supporting information from a health care professional.

The contents of the Assistance Animal Notice do not have the force and effect of law and are not meant to bind the public in any way. The contents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Background

The Fair Housing Act (FHA) makes it unlawful for a housing provider to refuse to make a reasonable accommodation that a person with a disability may need in order to have equal opportunity to enjoy and use a dwelling. HUD released Notice FHEO-2020-01, the Assistance Animals Notice, to clarify the rights and obligations under the FHA regarding assistance animals. It supersedes HUD’s prior guidance, FHEO-2013-01, on assistance animals.

HUD has long recognized the need of some persons with disabilities to keep an assistance animal in their home, and the legal obligation of housing providers to make reasonable accommodations to allow such assistance animals. Persons with various types of disabilities may need an assistance animal in their home to have an equal opportunity to use and enjoy their housing. While some disabilities may be known or obvious to a housing provider, other disabilities may not be.

As the guidance explains, assistance animals are not pets. Assistance animals could be a trained service animal, or they could be other animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities that affect major life activities. Due to the unique nature of housing, a person with a disability may need an assistance animal in their home that provides disability-related assistance, even if the animal is not individually trained as a service animal. Assistance animals are generally an animal commonly kept in the household. Housing providers may not exclude or charge a fee or deposit for assistance animals because these animals serve an important function that individuals with disabilities that affect major life activities need in order to have equal opportunity in housing.

HUD's guidance is intended to help housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability that affects a major life activity who simply wants to have a pet or avoid the costs and limitations imposed by housing providers' pet policies, such as pet fees or deposits. The guidance may also help persons with a disability that affects a major life activity who request a reasonable accommodation to use an assistance animal in housing. The guidance also helps housing providers understand the information they may ask a person with a disability to provide when the person's disability and related need for an animal are non-observable or not previously known by the housing provider.

Questions and Answers about the Assistance Animals Notice

Question: Does the Assistance Animals Notice change or restrict the Department's interpretation regarding assistance animals in housing?

No, the Assistance Animals Notice reflects the Department's longstanding interpretation regarding reasonable accommodations for assistance animals. The guidance clarifies the existing law regarding assistance animals and better informs housing providers, individuals with disabilities, and the public of their rights and obligations regarding reasonable accommodations for assistance animals under the FHA. It is intended to provide greater transparency of the Department's established policies on this subject. For decades, the Department has recognized the need for assistance animals in homes, which includes support animals, both trained and untrained, that provide therapeutic emotional support for individuals with disabilities. This is distinct from "service animal" as defined in the Department of Justice's regulations implementing the Americans with Disabilities Act.

Question: Does the Assistance Animals Notice affect my right to bring my assistance animal to restaurants, stores, on public transportation, and to other public places?

The Assistance Animals Notice applies only to housing, including public and common use areas of housing developments and facilities covered by the FHA, including apartments, condominiums, cooperatives, single family homes, nursing homes, assisted living facilities, group homes, and other types of housing covered by the FHA. Some types of short-term temporary shelter are not covered by the FHA. The reasonable accommodation requirements apply to all housing covered by the FHA, regardless of whether the housing is private, public, or receives federal financial assistance. While it does not extend to buildings, vehicles or areas that are not covered by the FHA, these areas may be covered by other laws with other requirements for animals for persons with disabilities, such as the Americans with Disabilities Act or the Air Carrier Access Act. For more information on these requirements, see Department of Justice and Department of Transportation implementing regulations, notices, guidance, and policies.

Question: Who can use the Assistance Animals Notice?

The Assistance Animals Notice provides guidance for housing providers who receive a request for a reasonable accommodation from an individual with a disability to keep an assistance animal in housing. Individuals with disabilities that affect major life activity may also use the guidance to assist them in requesting a reasonable accommodation and to clarify what type of information they may need to give their housing provider to support their request under the FHA. Additionally, it can be used by other members of the public, including healthcare providers who may be asked to provide supporting information for persons who are requesting a reasonable accommodation for a disability.

Question: Why is the Department releasing guidance on Assistance Animals?

FHA complaints concerning denial of reasonable accommodations and disability access comprise almost 60% of all FHA complaints and those involving requests for reasonable accommodations for assistance animals are significantly increasing. In fact, such complaints are one of the most common types of fair housing complaints that HUD receives. Most HUD charges of discrimination against a housing provider following a full investigation involve the denial of a reasonable accommodation to a person who has a physical or mental disability that the housing provider cannot readily observe. In recent years, the practice of the sale and use of so-called “certificates” for assistance animals has also proliferated. In HUD’s view, such certificates, issued in the absence of a personal medical relationship, are not meaningful and a waste of money. In some instances, these appear to be employed by persons who do not meet the requirements for a reasonable accommodation, sowing confusion among housing providers. Therefore, the Department has determined that it is helpful to release further guidance on this matter to assist housing providers, individuals with disabilities, and the public to understand when the FHA requires a housing provider to grant a reasonable accommodation to an individual

who has a disability-related need for an assistance animal, including when the need for such an animal is not obvious and the animal does not have individualized training.

Question: As a housing provider, will the Assistance Animals Notice help me to understand the documentation requirements regarding assistance animals for persons with disabilities, including what to do if a tenant provides me with documentation from the internet?

Yes, the guidance provides best practices for housing providers regarding when they can request more information or documentation regarding a disability and disability-related need for an assistance animal. As the Assistance Animals Notice explains, in appropriate instances, housing providers may ask for more information consistent with the Fair Housing Act. The guidance describes the type of information that a housing provider may request when processing a reasonable accommodation request. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability affecting a major life activity and related need for an assistance animal for therapeutic purposes when the health care professional has personal knowledge of the individual. HUD has heard from housing providers, persons with disabilities, and other groups and individuals who are concerned about commercially available documentation from the internet. The guidance explains that, in HUD's experience, documentation from websites that sell certificates, registrations, and licensing documents and animal gear for animals to anyone who answers certain questions or participates in a short interview and pays a fee is not sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal. However, in some circumstances, documentation may be reliable where provided by legitimate, licensed health care professionals delivering health care services remotely, including over the internet. The guidance helps housing providers to navigate these questions regarding information and documentation of a disability affecting a major life activity and disability-related need for an assistance animal.

Question: In what circumstances would a person with a disability need an assistance animal in their home?

There are a number of reasons that a person with a disability may need an assistance animal in their home, and assistance animals may perform a variety of tasks or serve a variety of functions. Examples of tasks include guiding an individual who is blind or has low vision, pulling a wheelchair, or providing therapeutic emotional support with respect to an individual's mental disability affecting a major life activity. A common and appropriate example is a veteran returning from combat relying on and using an assistance animal that provides therapeutic support related to post-traumatic stress disorder (PTSD) that limits major life activities, such as holding a job or attending school regularly.

Question: How will the guidance impact HUD investigations and enforcement of complaints of discrimination on the basis of disability because an individual was denied a reasonable accommodation for an assistance animal?

As noted above, complaints of this nature are the most common type of fair housing complaint that FHEO receives. The Department intends for the guidance to proactively assist housing providers and individuals with disabilities affecting a major life activity so that individuals who are entitled to an accommodation receive one and housing providers comply with the FHA. However, the guidance does not change or otherwise affect an individual's right to file a fair housing complaint on this basis with FHEO or the defenses available to housing providers. It does not change FHEO's procedures for investigating such complaints. Individuals who believe they have experienced housing discrimination may file a complaint by contacting FHEO.

Question: If my housing provider has already provided me with a reasonable accommodation for my assistance animal, how does the Assistance Animals Notice affect my housing?

The guidance does not change HUD's interpretation of the FHA and does not affect any already granted reasonable accommodations. Consistent with the requirements of the FHA, housing providers should not re-assess any accommodations they have already granted to individuals with disabilities. The guidance provides clarity for analyzing future requests for reasonable accommodations.

Question: If my housing provider requests documentation of my disability or disability-related need for an assistance animal, consistent with the FHA, do I need to provide it in a specific format, such as the section, "Guidance on Documenting an Individual's Need for Assistance Animals in Housing"?

No, "Guidance on Documenting an Individual's Need for Assistance Animals in Housing" does not require that documentation be provided in a specific format, nor is that document a form that is or may be required. Instead, that section provides guidance on the type of information that may be necessary to provide to a housing provider to document a disability affecting a major life activity and disability-related need for an assistance animal. It is intended to reduce the burden on individuals with disabilities, their healthcare providers, and housing providers by providing guidance on the type of information that is relevant to assessing a reasonable accommodation request under the FHA and to speed the process for making reasonable accommodation decisions.

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. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US, Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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).

(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 additional protections for tenants.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program, or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

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

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

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

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

10. **Eviction by court action**

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

11. **Owner notice of grounds**

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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

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

13. **PHA Termination of Assistance**

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

14. **Family Move Out**

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

15. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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



**EQUAL HOUSING
OPPORTUNITY**

We Believe in Fair Housing!

**In Washington State,
it is illegal to
discriminate in the
rental or sale of
housing because of:**

Race or Color	Creed
National Origin	Sex
Disability	Marital Status
HIV/AIDS and Hepatitis C Status	Families with Children
Use of Dog Guide or Service Animal	Sexual Orientation or Gender Identity
Honorably Discharged Veteran or Military Status	Retaliation
	Immigration or Citizenship status

- We gladly receive inquiries from all.
- We apply fair and equitable criteria when evaluating applicants.
- We enforce our rules equally and without discrimination.
- We set rents, deposits, and fees without discrimination.
- We respond to repair requests and other tenant concerns equally.
- We provide reasonable accommodations for people with disabilities.

If you believe you have been discriminated against, contact:

**Washington State Human
Rights Commission**
1-800-233-3247 or
360-586-2585 TTY
www.hum.wa.gov

**U.S. Dept. of Housing &
Urban Development**
1-800-877-0246 or
206-220-5185 TTY
www.hud.gov

January 2021

Alternative formats available upon request.



2900 NE 10th St/PO Box 2316
 Renton, WA 98056-0316
 425-226-1850 Ext. 220
 FAX: 425-271-8319
www.rentonhousing.org

LANDLORD RENT CHANGE REQUEST

Rent Increase/Decrease Form: Fax completed form to: 425-271-8319 or email to: HQS@rentonhousing.org

Rent Reasonableness Policy: Per Federal Regulation 24 CFR 982.507, the Renton Housing Authority will conduct a Rent Reasonable Test to determine if the rent, you are requesting, is reasonable. The rent charged for the Housing Choice Voucher Assisted unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

Landlord Name	Property Name	Phone	Email Address	Vendor # if available
Tenant Name	Tenant Address	Apt #	City and Zip	Tenant ID # if available

Current Contract Rent: _____ Requested Contract Rent: _____ Effective Date: _____

REASON FOR INCREASE: Lease Renewal Change of lease term Improvements/Upgrades
 Market increase Other, Reason: _____

Please list and describe any additional fees included in the rent: \$ _____

Note: *Month to month fees must be included in total contract rent.*

Of Bedrooms _____ # Bathrooms _____ New Lease Terms: MTM 3MO 6MO 12MO
 Other _____

Year Built: _____ Building Type: Single Family Detached Duplex/Triplex Rowhouse/Townhouse
 Manufactured High-Rise Low-Rise Condo
 Shared Housing

Please check which amenities are provided in the unit:

- Washer Dryer W/D Hook Ups Common Laundry Parking Weight Room
- Car port Deck/Patio Dishwasher Disposal Jacuzzi/hot tub
- Blinds/Drapes Storage Fan Sauna

Owners of 4 or more units in the same complex must complete the following section for most recently leased comparable unassisted units at the complex. (If you have less than 4 units on the premises, this section does not apply.) May attach rent roll.

Apartment # or Address	Date Rented	Rent Amount	# Bedrooms	# Baths

Please Note: This Rent Increase Request form **must be submitted at least sixty (60) days prior to the HAP Contract Effective Date** of the HCV Voucher rent increase. Late requests may result in a loss of subsidy payment. The Participant's share of the rent does not change unless an updated Rent Change Notice has been issued by RHA.

I, Owner/Agent, certify that the rent charged to RHA tenants or RHA HCV Participants is not more than the rent charged to any unassisted units that I own/manage at this property.

Owner /Agent Signature: _____ Date: _____

Tenant / Participant Certification:

I accept the above rent change amount for the unit for which I am currently occupying. I understand this increase may result in a higher tenant rental portion. I wish to continue Residency at this unit.

Tenant / Participant Signature: _____ Date: _____

SMOKE DETECTORS

Each unit must have at least one battery-operated or hardwired smoke detector:

- In proper working condition.
- On each level of the dwelling unit, including basements, but excluding crawl spaces and unfinished attics.

Detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 or its successor.

INSTALLATION REQUIREMENTS - ALL SMOKE DETECTORS (GENERAL)

Smoke detectors must be installed on each story of the living unit, including basements and excluding crawl spaces and unfinished attics.

In split-level units (i.e., adjacent levels with less than one full story separation), a smoke detector installed in the upper level will suffice for the adjacent lower level, unless there is a door between one level and the adjacent lower level.

In new construction there must be a smoke detector in each sleeping room. If more than one detector is required, they will be arranged so that the operation of any detector will cause all other detectors to alarm.

Each detector shall make an alarm that is clearly audible in all bedrooms over background noise with all intervening doors closed. Audibility as based upon the noise created by all household equipment that would be in operation at night (such as window air conditioners and room humidifiers).

- Hardwired smoke detectors must be on an un-switched portion of a branch circuit or on a dedicated branch circuit.

SMOKE DETECTOR INSTALLATION - SPECIFIC LOCATIONS

- In rooms with ceiling slopes of more than one foot of rise per eight feet, the detector must be on the high side of the room.
- A smoke detector in a stairwell must be placed to ensure that smoke rising in the stairwell cannot be prevented from reaching the detector because of an intervening door or obstruction. A smoke detector placed in a basement must be in close proximity to the stairway leading to the floor above.
- Smoke detectors installed to protect a sleeping room must be located outside of the bedroom, but in the immediate vicinity of the sleeping area.
- Detectors must be:
 - Mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling.
 - Mounted on an interior wall if the wall or ceiling could be considerably warmer or colder than the room (such as a poorly insulated ceiling below an unfinished attic or an exterior wall).
 - Placed on the bottom of the joist if installed in an area with an open-joisted ceiling.
 - Located so that jarring or vibration will not cause accidental operation.
 - Mounted so that they are not supported by the wiring.
 - Detectors may not be installed in kitchens, garages, or other spaces where the temperature can exceed 100 degrees F or fall below 12 degrees F.
- Unless specifically listed for this purpose, detectors may not be located closer than 3 feet from:
 - The door to a kitchen or door to a bathroom containing a tub or shower.
 - Supply registers of a forced air heating or cooling system.

SMOKE DETECTORS FOR THE HEARING IMPAIRED

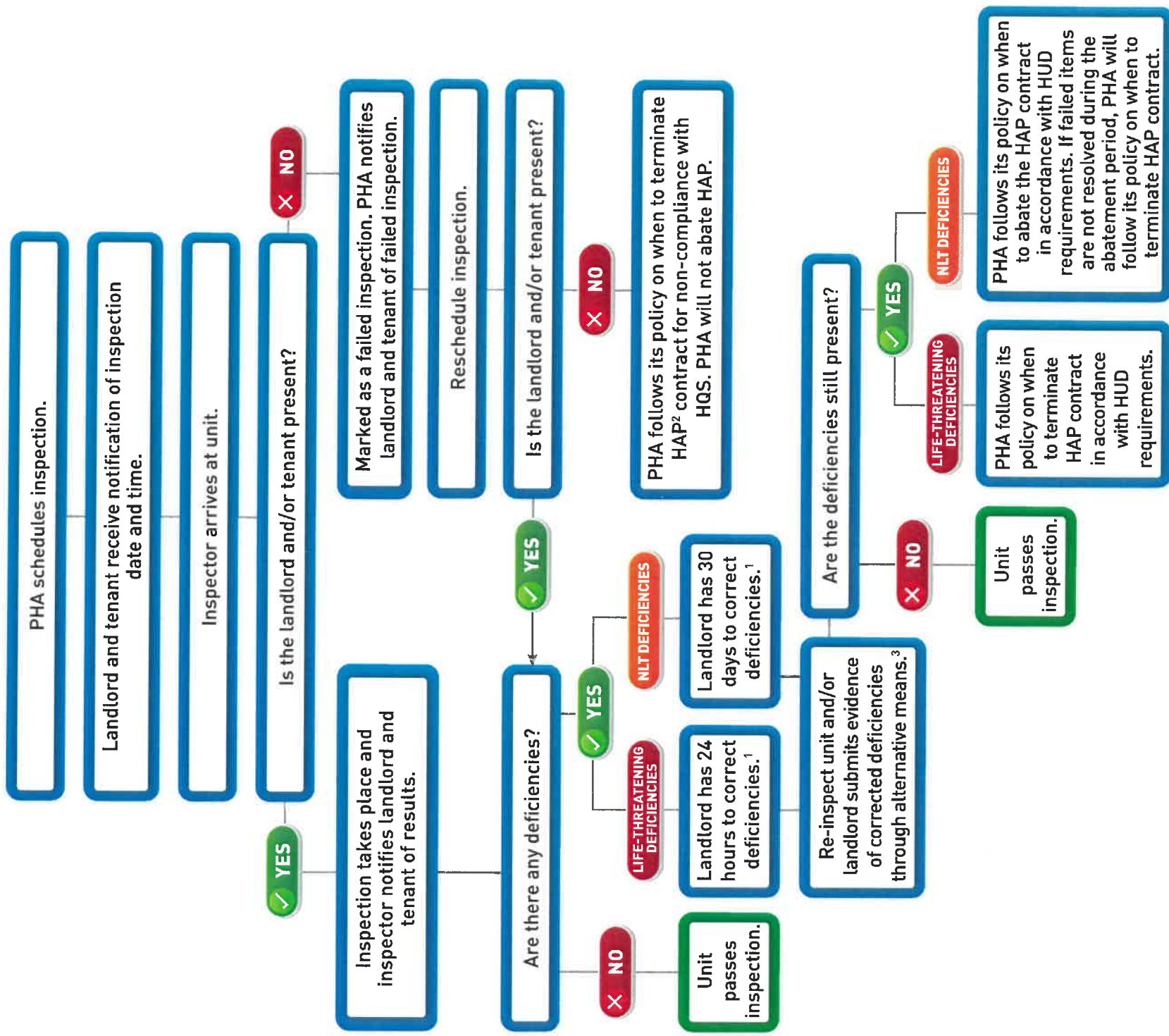
If the unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified by NFPA 74 (or successor standards).

Detectors for the hearing impaired are to be requested by the family.

Housing Quality Standards (HQS) Biennial Inspection Flowchart

Biennial Inspections

Per [24 CER 982.405](#), HUD requires that PHAs inspect each unit at least biennially (or triennially for some small rural PHAs). However, PHAs may choose to inspect more frequently (annually). PHAs will outline their inspection policy and procedures in their PHA Administrative Plan. Landlords may want to review HUD's list of [Frequently Asked Questions](#) about HQS. Landlords may also want to contact their PHAs, as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.



Endnotes

- ¹ Landlord is responsible for correcting all deficiencies except deficiencies caused by the tenant. All deficiencies must be corrected for the unit to pass HQS inspection. If the tenant fails to correct a tenant-caused deficiency within the PHA timeframe, the PHA may terminate the family's assistance. Alternatively, if the tenant does not correct a tenant-caused deficiency, the landlord may correct the deficiency and charge the tenant. Additionally, PHAs can approve extensions of the 30 day correction period for NLT deficiencies.
- ² Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.
- ³ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in [PIH Notice 2013-17](#).