



PO Box 2316
Renton, WA 98056-0316
425-226-1850
FAX: 425-271-8319
www.rentonhousing.org

Landlord Form Checklist

Date: _____

Please complete the information below so the Housing Authority can contact the owner and/or tenant if necessary.

	Name	Phone	Email
Owner			
Tenant			

Proposed Rental Address	Unit Number	City, State, Zip

RHA inspectors have approximately 14 days to complete your inspection after the landlord packet is correctly completed no later than the 20th of the month. After the 20th of the month, the inspection will be scheduled the following month. Once the unit has been inspected and approved by Renton Housing Authority, you may move into your unit. A signed and dated lease, starting no earlier than the date of inspection and ending at the end of a month, and a HAP Contract must be received prior to issuance of payment.

Landlord Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Please return all completed documents no later than the 20th of the month to:

hcvteam@rentonhousing.org

If you are a person with a disability and need an accommodation, please do not hesitate to let your specific needs be known to the Housing Authority. If yours is a limited English-speaking household and you want this letter interpreted at no cost, please let your RHA representative know.

Landlord Forms

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2. Owner's Certifications	Page 5
<ul style="list-style-type: none">• Owners of dwellings with more than 4 units must complete the section with most recently leased comparable unassisted units within the complex.• The program regulation requires the PHA to certify that the rent charged to the HCV tenant is not more than the rent charged for other unassisted comparable units.• Both landlord and tenant must sign and date.	
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Lease Details

- Must contain both Owner and Landlords names.
- All names of tenants in the household must be listed.
- Monthly rent amount
- Must contain the complete rental address.
- Minimum lease term must be no less than
- The security deposit amount and financial instruction where monies are being held.
 - The owner may collect a security deposit but it may not exceed amount charged in private market practice or owners to unassisted tenants.
- Lease must begin no sooner then the date the unit passed inspection and the tenant got the keys. Even if the tenant moved into the unit prior to inspection.
- Lease must end at the end of a month.
- How and when rent is to be paid
- Responsibility of monthly utilities
- Late payment conditions
- Details about property care, if applicable
- Lease must be signed and dated by both parties.

HAP Contract

Once the PHA has received the lease a HAP contract will be drafted and sent to the owner or Authorized agency listed for a signature. Payment will not be requested until HAP contract is signed, dated, and returned.

HAP Check

HAP check will be issued to the designated person(s) or agency listed on the Fiduciary document. HAP checks will be sent to landlord the beginning of each month. If the tenant should move into the unit after the 1st of the month the HAP check will be prorated. The HAP check will be requested within 10 days of receiving the HAP contract back completed.

I have read and understand this packet as part of the Renton Housing Authority HCV Program. The forms in this packet are complete and all information is true. I understand that if returned incomplete or not in its entirety that the leasing process, inspection or HAP check may be delayed.

Landlord Signature: _____ Date Submitted to RHA: _____

RHA Employee Signature: _____ Date received: _____

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

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

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

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
<input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

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

c. Check one of the following:

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

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

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

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

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

Rental Concession

If you are offering new or existing tenant rental concessions or incentives, it's important that RHA and its subsidized HCV tenant(s) receive the same measure of benefits as other tenants.

If an owner elects to grant rent concessions, the owner cannot bill HUD for either the rental assistance or the tenant's portion of the rent for the month or months the concession is given.

Concessions are generally pro-rated over a period of time. For example, if a tenant is offered one month free at lease up that amount will be pro-rated over the 12-month lease term.

One-Time Concession Amount	\$ _____
Concession Start Date	_____, 20____

Landlord Signature: _____ Date: _____

Tenant Signature: _____ Date: _____



Rent Reasonableness Amenities Data Sheet

PHA: _____

Staff Person Name: _____ Date Collected: _____

1. Comparable Data:

Street Address _____ Census No _____

City, State, Zip Code _____

Name of Owner/Agent _____

Phone Number (Day) _____ (Evening) _____

2. Unit Type

Check	Dwelling type	Definition
<input type="checkbox"/>	Single Family	One family unit.
<input type="checkbox"/>	Duplex	Two units in one building with at least one unit being on one floor.
<input type="checkbox"/>	Townhouse	Two or more attached units with each unit having two or more floors.
<input type="checkbox"/>	Row House	A dwelling unit in a line of dwelling units attached at the side or rear by means of common walls. Unit is on one floor.
<input type="checkbox"/>	Manufactured Homes/Mobile Homes	A house that is assembled in a factory.
<input type="checkbox"/>	Garden/Walkup /Apartment Multifamily	Building has 2-4 stories and the unit is on one floor.
<input type="checkbox"/>	High Rise	Building with five or more stories and the unit is on one floor.

3. Quality of Unit (Pursuant to HQS)

<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair
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4. Unit Size

<input type="checkbox"/> Large	<input type="checkbox"/> Medium	<input type="checkbox"/> Small	SQ. Footage
--------------------------------	---------------------------------	--------------------------------	-------------

5. Number of Bedrooms	6. Number of Bathrooms
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7. Age of Comparable

<input type="checkbox"/> 0-5 Years	<input type="checkbox"/> 6-20 Years	<input type="checkbox"/> 21-50 Years	<input type="checkbox"/> 50+ Years
---------------------------------------	--	---	---------------------------------------

8. Amenities

Owner Provided Amenities	
Check	Description
<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Ceiling Fans
<input type="checkbox"/>	Central Air
<input type="checkbox"/>	Garbage Disposal
<input type="checkbox"/>	Covered Parking/Off Street Parking
<input type="checkbox"/>	Window/Wall AC
<input type="checkbox"/>	Washer/Dryer Hookups
<input type="checkbox"/>	Laundry Facilities
<input type="checkbox"/>	Working Fireplace
<input type="checkbox"/>	Carpeting
<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Range
<input type="checkbox"/>	Cable/Internet Ready
<input type="checkbox"/>	Security System
<input type="checkbox"/>	Modern Appliances
<input type="checkbox"/>	Energy Efficient Certified Unit
<input type="checkbox"/>	Handicap Accessible
<input type="checkbox"/>	Basement/Attic
<input type="checkbox"/>	Business/Fitness Center
<input type="checkbox"/>	Deck/Balcony/Patio/Porch
<input type="checkbox"/>	Elevator
<input type="checkbox"/>	Garage
<input type="checkbox"/>	Playgrounds/Courts
<input type="checkbox"/>	Yard Sprinkler System
<input type="checkbox"/>	Pool
<input type="checkbox"/>	Fenced
<input type="checkbox"/>	Hardwood Floors
<input type="checkbox"/>	Clubhouse

<input type="checkbox"/>	Storage
<input type="checkbox"/>	Ceramic Tile Floor
<input type="checkbox"/>	Other

9. Location

Check	Item
<input type="checkbox"/>	Exception Rental Area
<input type="checkbox"/>	High Rental Area
<input type="checkbox"/>	Medium Rental Area
<input type="checkbox"/>	Low Rental Area

10. Owner Paid Utilities

Check	Item
<input type="checkbox"/>	Heating
<input type="checkbox"/>	Cooking
<input type="checkbox"/>	Other Electric
<input type="checkbox"/>	Air Conditioning
<input type="checkbox"/>	Water Heating
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	Trash Collection
<input type="checkbox"/>	None

11. Monthly Rent \$ _____

12. Housing Services

Check	Item
<input type="checkbox"/>	Landlord Provides Service
<input type="checkbox"/>	No Service

13. Maintenance

Check	Item
<input type="checkbox"/>	On-site Maintenance
<input type="checkbox"/>	Off-site
<input type="checkbox"/>	Poor

HCV Program Notice to Landlords

- **Ownership of Assisted Unit:** In accordance with the regulations of HUD, the Housing Authority cannot approve a unit if the owner is related to the Tenant, unless the PHA has determined that approval of the unit would provide a reasonable accommodation for an individual with a disability. The Federal Statutes provide severe penalties for any fraud, intentional misrepresentation or criminal connivance or conspiracy.
- **Ownership Change:** Owners may not assign the HAP contract to a new owner with the prior written consent of the PHA. Please see Part B of the HAP contract item #14, Assignment of the HAP contract. If you Sell the property that is under contract with the HCV program, you are obligated to inform the prospective buyer(s) of the existence of the HAP contract. You should provide the new owner with a copy of the current lease and HAP contract HUD form-52641 and any other materials pertinent to the unit. Upon the close of escrow the buyer should provide RHA with a copy of the deed of trust, title, any other proof of ownership with a change of ownership document.
- **Approved Tenants:** I understand that the family members approved by RHA are the only individuals permitted to reside in the unit.
- **Housing Standards:** I understand my obligation in compliance with the HAP contract and HUD to perform necessary maintenance so the unit continue to comply with the Housing Quality Standards.
- **Tenant Rent Payment:** I understand that the tenant's portion of rent is determined by RHA, and that it is illegal to change any additional amount of rent or any other item not specified in the lease or approved by RHA. RHA shall not be obligated to pay any late penalties if the HAP payment was received late by owner or agent of the property.
- **Reporting Vacancies:** I understand that should the assisted unit become vacant or if the tenant gives notice to vacate the unit for any period of time, RHA is to be notified immediately. RHA may require return of payment for the unoccupied unit be returned promptly.
- **Consent:** I understand the HAP contract permits the PHA or HUD to verify my compliance with the contract. The PHA and HUD may release and exchange information regarding my participation in the HCV program.

Signing below I certify that I am the legal owner or designated agent for the referenced unit. I understand my requirements listed above. If I knowingly supply and false, incomplete or inaccurate information it is punishable under Federal or State criminal law under Title 18 US Code Section 1001.

Landlord Signature: _____ Date: _____

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Target Housing Rentals and Leases**

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

Lessor's Disclosure (initial)

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

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

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

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

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

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

Tenants 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*.

RHA's Acknowledgment (initial)

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

Certification of Accuracy

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

Landlord Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

RHA's Signature: _____ Date: _____

Smoke and CO Detection Device

In order to meet Housing Quality Standards (HQS) and regulatory requirements, after October 30, 1992 at least one smoke detector is required on each level of a rental dwelling unit assisted or insured by HUD. Compliance with smoke detector requirements shall be checked during unit inspections. Smoke detectors are required in basements and attics only if these areas are used for living purposes. HUD requires at a minimum, one hard-wired or battery-operated smoke detector in proper working condition on each level of a rental dwelling unit assisted or insured by HUD. In the case of hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by such persons. Per HUD notice, NOTICE PIH 2019-06, all PHAs and Owners are required installation of CO alarms or detectors in certain Federally Assisted Housing by December 27, 2022. CO alarms or detectors be installed in each dwelling unit(s) receiving tenant-based or requires project-based assistance or is owned or operated by a PHA or by the owner of a dwelling unit receiving project-based assistance.

Owners/Landlords are responsible for installing smoke detectors, inspecting once a year to ensure that the devices are in proper working condition, and replacing batteries in the smoke detectors as necessary.

Tenants are responsible to maintain and care for the unit extends to not tampering with smoke detectors and ensuring that batteries are kept in place. Residents are also responsible for informing the owner of any problems with the smoke detectors, including the failure of the batteries, in the same manner that they are responsible for informing the owner of any malfunction or maintenance needs in their units.

A fine of not more than \$200 may be imposed for failure to maintain a smoke detector and is grounds for termination of tenancy.

By signing this notice, both parties acknowledge that they have read and will comply with the above requirements.

Landlord Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

RHA Employee Signature: _____ Date: _____

Instructions for Vendors/Landlords

Submitting this form authorizes the Renton Housing Authority to deposit electronic payments directly into your bank account.

Vendors must sign and complete sections 1-3.

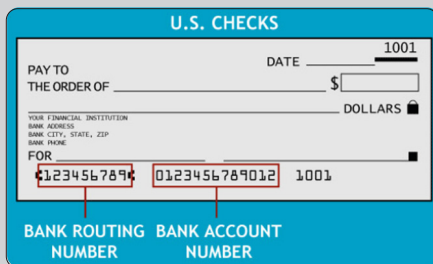
Forms are typically processed within 10 business days after receipt.

Incomplete forms will not be processed, and will be destroyed in a secure manner.

PLEASE PRINT CLEARLY.

If you have questions, please contact the RHA Finance Department at (425) 226-1850 or via email at accounting@rentonhousing.org

Where are my routing and account numbers?



A canceled check or correspondence on bank letterhead with ACH/EFT instructions must accompany this form.

Please submit via fax or USPS mail:

Fax #(425) 271-8319
ATTN: Controller

ATTN: Controller
Renton Housing Authority
PO Box 2316
Renton, WA 98056

Automated Clearing House (ACH) Authorization Agreement

1 Vendor/Landlord Remit To Information

Is this a new ACH authorization, or are you updating your current bank information?

- NEW** - I've never been paid via ACH by Renton Housing Authority
- UPDATE** - I'm updating my existing ACH banking information

payee name (must match King County Substitute W9) federal tax ID number (or SSN)

chain organization or DBA (if applicable)

street address / PO suite / apartment

city state ZIP

email (remittance advice / notifications)

2 Depository Institution Information

name on bank account (if different than above)

depository institution

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

bank routing number bank account number account type

- checking
- savings

3 Vendor Authorization Acknowledgment

I, the undersigned Supplier, hereby authorize Renton Housing Authority (hereinafter referred to as the RHA) to make payment for goods and services covered by an agreement by using, at the County's option, Automated Clearing House (ACH). I agree to provide the RHA with written notification of any change in my depository institution, payment instructions, or remittance data instructions by submitting this form with revisions at least ten (10) business days (2 calendar weeks) in advance of changes. In the event of duplicate or fraudulent payment, overpayment, or any payment made in error, I agree to return payment to the RHA upon discovery or after the RHA provides sufficient information to support its claim. I accept that payment made to an incorrect account as listed above are timely and complete for any invoiced goods and services.

name and title

X
supplier signature date

4 FOR RENTON HOUSING AUTHORITY USE ONLY

I, the undersigned RHA employee, do attest that I have personally called the vendor to verify the banking information and tax ID.

X
signature of Renton Housing Authority employee Date verified

Renton Housing Authority employee (print name) Team

yes **no** I attest, I personally called to verify the supplier's banking and tax ID information.

representative's name I spoke with phone number I dialed



TO: Landlords / Owners / Voucher Holders
FROM: Michael S. Bishop, Chief Executive Officer
DATE: May 24, 2023
SUBJECT: PAYMENT BY DIRECT DEPOSIT ONLY! EFFECTIVE June 1, 2023

Housing Assistance Payments (HAP) and Utility Housing Assistance Payments (UHAP)

Please be advised that all HAP/UHAP will be paid through Direct Deposit (ACH) going forward.
~ **NO EXCEPTIONS.**

If you are not on RHA's Direct Deposit rolls as of May 1, and you still receive a check, please be aware that of **June 1, 2023**, RHA will NOT be sending out checks for payment.
~ **NO EXCEPTIONS.**

Your HAP payments will be placed **ON HOLD** until you comply with setting up direct deposit with RHA's accounting department.
~ **NO EXCEPTIONS.**

How to comply with this procedure?

Please provide RHA with the completed **Direct Deposit Authorization Form** and a **voided check** or letter from your bank showing your account number and routing number. **No Deposit Slips, please!**

As you should be aware from previous correspondence, RHA has transitioned to ACH payments only and have been strongly encouraging filling out the direct deposit form. Thank you to those that have been helpful in this process by providing the necessary information/paperwork. Participation in this program, however, has been disappointing and RHA has passed several mandatory deadlines provided over the past year.

RHA will not send additional reminders after this one because as of June 1, 2023, ONLY ACH PAYMENTS WILL BE PROCESSED.
~ **NO EXCEPTIONS**

This ACH requirement **INCLUDES** other Housing Authorities to which RHA makes payments.

Attached is the **Direct Deposit Authorization Form** that must be completed and returned to RHA via fax or email. **Please be sure to include a voided check with the authorization form.**

All new Direct Deposit setups or ownership / bank account changes should be sent to accounting@rentonhousing.org. You can also mail to:

Attn Accounting
P.O. Box 2316
Renton, WA 98056
Tel. 425-226-1850 Fax 425-271-8319

Visit our website at www.rentonhousing.org for your landlord portal and other information documents and/or requirements that you may need.

All other paperwork regarding Move-Ins (RFTAs, moving packet documents, etc.) or Ports should be sent to the appropriate HCV Program Specialists and our website, www.rentonhousing.org, will have the most updated information available for caseload assignments and will be updated seamlessly of any changes that occur with staff.

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

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.

- 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).

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.

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.

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Inspection Preparation Checklist

(This checklist is provided as a guide only)

Doors

- ❑ Check for any cracks, weather strips and all knobs work.
- ❑ Only doors that may contain a lock necessary for a key is an exterior door.

Flooring

- ❑ All flooring must be secured, and carpet cannot be frayed.

Windows

- ❑ All windows must be free of cracks and mildew.
- ❑ Windows must open properly with a working lock attached, a stick or bar is a secondary lock.

Living Room

- ❑ All heating units must be fully functioning.
- ❑ Fireplaces must a grate and screen, and all tiles must be in tacked.

Kitchen

- ❑ All appliances must be fully functioning, refrigerator seal may not be cracked or ripped.
- ❑ Garbage disposal must be in working condition.
- ❑ Plumbing may have no leaks, or mildew/mold under the sink or anywhere in kitchen.
- ❑ Rang hood fan and light must be in working condition.

Bathroom

- ❑ Bathtub, toilet and sink must work properly, with no leaks and free of mildew/mold.
- ❑ There may be no leaks, moisture, soft spots, cracks, chipping, mildew/mold.
- ❑ Bath fan must work property and not drip.
- ❑ A working light with a cover is required.

Bedrooms

- ❑ Closet doors must be on track, or properly hung.

Electrical

- ❑ Electrical box must have a door and sealed in the wall with no gaps.
- ❑ All outlets must have covers installed properly.
- ❑ If unit has unground system, a 2-pronged outlet or GFI outlet are required.
- ❑ Hot water tank must have temperature gauge, pressure relief valve, properly secured over a drip pan and located 1ft off the floor.

Exterior

- ❑ All surfaces must be in good condition with no cracks, chips or holes.
- ❑ All porches must be structurally sound.
- ❑ Working lights are required above exterior doors.
- ❑ Four or more stairs anywhere on or in the property must have a handrail.
- ❑ Downspouts and gutters are required and must be secured.