

# LANDLORD HANDBOOK

A Guide to the Section 8 Housing Choice Voucher Program For Residential Rental Property Owners

## Housing Authority of the County of San Diego



3989 RUFFIN ROAD, SAN DIEGO, CA 92123  
(858) 694-4801 / Toll Free: (877) 478-LIST (5478)  
[www.sdhcd.org](http://www.sdhcd.org)



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SAN DIEGO

# Housing Authority of the County of San Diego

Administered by the  
County of San Diego  
Housing and Community Development Services  
3989 Ruffin Road  
San Diego, CA 92123-1815

(858) 694-4801

[www.sdhcd.org](http://www.sdhcd.org)



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# Introduction

This handbook provides information to rental property owners and landlords on the Section 8 Housing Choice Voucher (HCV) Program.

The Section 8 HCV Program is a federally-funded program monitored by the U.S. Department of Housing and Urban Development (HUD). The program is administered by local public housing agencies and provides rental assistance to eligible low-income households to enable them to obtain decent, safe, and sanitary housing. The program pays a portion of the rent directly to the landlord and the assisted family is responsible for the remainder of the rent.

The program assists households that meet certain income and eligibility requirements. The Housing Authority of the County of San Diego (Housing Authority) has certain preferences for selection from the program's waiting list. Households receiving top preference are those living/working in the areas the Housing Authority serves and are in one or more of the following categories: elderly, disabled, families with children, veterans or veterans' surviving spouses, homeless, and working poor who are working at least 32 hours per week for at least 12 months prior to the eligibility determination. The Housing Authority's jurisdiction is all of San Diego County **except** for the cities of San Diego, Oceanside, National City, Carlsbad, and Encinitas.

There is no pre-qualification process for landlord participation in the program. Landlords may list their rental units with the Housing Authority online at [www.sdhcd.org](http://www.sdhcd.org), by telephone at (858) 694-4801, or in writing, providing the rental units are located within the jurisdiction of the Housing Authority. A participating family contacts the landlord if interested in renting the landlord's available rental unit.

The landlord conducts his/her normal application and screening process. If the family is found suitable, the landlord completes paperwork provided by the family. The Housing Authority inspects the unit within approximately 10 working days after receipt of the completed paperwork, providing the rental unit and requested rent meet program requirements. If the unit passes inspection, a contract is offered to the landlord for signature and the landlord must execute a lease agreement with the prospective tenant. Once all steps are completed and all documents executed, the Housing Authority commences payment of monthly assistance directly to the landlord's designated payee. The Housing Authority cannot begin payments prior to the date the unit passes inspection.

The program is beneficial to both landlords and assisted families. The assisted families are usually able to afford their rental units because the rental assistance payment is based on the family's income. If the family's income declines, the assistance increases.

A landlord who participates in the program enters into a three-way partnership. The partnership is between the landlord, the Housing Authority, and the assisted family. The partnership is formalized by the contract between the landlord and the Housing Authority, the lease between the landlord and the assisted family, and the Housing Choice Voucher between the assisted family and the Housing Authority.

## A Three-Way Partnership Within the Section 8 Housing Choice Voucher Program

The three-way partnership within the Section 8 HCV Program is between the Housing Authority, the tenant, and the landlord of the rental unit.

| <b>Responsibilities of the Housing Authority</b>   | <b>Responsibilities of the Owner/Manager</b>  | <b>Responsibilities of the Family</b>   |
|--|---|---|
| Determine if an applicant is eligible for rental assistance.   | Conduct all tenant screening, selection and leasing activities.   | Provide complete and accurate information to the Housing Authority.                                   |
| Explain all the rules of the program to all qualified families.  | Comply with the terms of the Housing Assistance Payments Contract and lease.  | Make a best effort to find a place to live that is suitable and qualifies for the program.            |
| Issue a Housing Choice Voucher.  | Collect from the tenant any security deposit and tenant share of the rent.  | Cooperate by attending all appointments scheduled by the Housing Authority.                           |
| Approve the unit, the owner, and the lease.  | Enforce tenant obligations under the lease.   | Take responsibility for the care of the assisted housing unit.  |
| Make timely housing assistance payments to the owner.  | Pay for utilities and services (unless paid by the tenant under the lease).   | Comply with the terms of the lease with the owner.  |
| Determine continued eligibility for both the family and the unit according to the reexamination and inspection schedule. | Maintain the unit in accordance with housing quality standards, except for conditions that are the tenant's responsibility. | Comply with the Family Obligations of the Housing Choice Voucher.                                     |
| Ensure owners and families comply with the program rules and the owner complies with the contract.                       | Comply with all Fair Housing laws.  | Not engage in criminal activities   |
| Provide families and owners with prompt and professional service.  | Ensure a safe and secure living environment.  | Obtain permission from the landlord and the Housing Authority prior to allowing anyone to move in.    |
| Upon request, provide a reasonable accommodation to a disabled family member.  | Agree to allow reasonable modifications for a disabled family at the disabled family's expense.                             | Report within 14 days to the Housing Authority any changes in income, assets, and family composition. |

## **Program Description**

The Section 8 HCV Program pays rental assistance directly to landlords on behalf of eligible low-income families. The owner must charge a reasonable market rent for the unit based upon its age, size, type, location, owner paid utilities and amenities. The rent must be affordable to the family. The owner may adjust the rent after the initial term of the lease. However, because each participant's assistance is limited to a set maximum amount, the portion of the rent paid by the Housing Authority may not increase with the rent. The tenant must decide how much rent the family is willing and able to pay. Owners may wish to discuss the rent with a prospective tenant to make sure it is within the tenant's budget. A family cannot pay more than 40% of its monthly adjusted income at the time a unit is first approved for the program. After the initial term of the assisted lease, when a rent increase is warranted, the owner must provide an advance 60-day written rent increase notice to the tenant and to the Housing Authority. The Housing Authority **must** approve the rent increase in writing before the owner can begin collecting the additional rent.

## **Eligible Rental Units**

The HCV program provides rental assistance for self-contained rental units such as: houses, apartments, townhouses, duplexes, and manufactured homes. In addition, owners of mobilehomes may be eligible for space rent assistance. Families may also be eligible to receive rental assistance in certain special housing types, such as shared housing, single room occupancy units (SROs), or group homes.

## **When the Assisted Family Chooses A Unit**

To determine if a family is eligible to receive assistance, the owner should ask to review the family's Housing Choice Voucher and Request for Tenancy Approval forms. The family's voucher must have current dates, or the family must present Housing Authority approval of an extension to the voucher's term. The tenant will also have a sample lease and lease addendum. The Housing Choice Voucher issued to the family has a unit size that indicates the number of bedrooms the family is eligible to be assigned. The family may rent a unit with more bedrooms than indicated; however, the unit rent must be within the rent range for the number of bedrooms assigned to the family.

## **Tenant Screening and Selection**

A family listed on the Housing Authority waiting list, or a family participating in the program, is not screened for suitability for tenancy. The owner is responsible for applying normal tenant selection procedures to screen and select prospective tenants. The Housing Authority screens families for drug-related or violent criminal activities upon initial admission to the program and upon transfer of assistance. To assist landlords in the screening process, the Housing Authority, upon approval of the prospective tenant, will provide the prospective owner with the family's current address and the names and addresses of the current and previous owners, as well as documentation related to rental history. The landlord/owner must contact the prospective tenant's housing representative to request this information.

## **Apartment Owners/Managers Have A Responsibility To:**

- Consider all qualified applicants equally.
- Indicate no preference when advertising or showing apartments.
- Give all applicants accurate and complete information about available units, occupancy dates, and rental terms and conditions.
- Refrain from making written or verbal inquiries about an applicant's ethnicity, religion, sex, handicap, or marital status.
- Be consistent in applying rental policies.

## **Leasing A Unit**

**Advertising of Available Rental Units:** The Housing Authority maintains a listing of rental units available to Section 8 families. Landlords can list their unit information at [www.sdhcd.org](http://www.sdhcd.org), or contact the Housing Authority by phone or mail to place their unit(s) on the listing. If the available unit information is entered on-line, it takes approximately one week for the information to be placed in the listing. The Housing Authority will not accept rental unit listing information for rental units that are located outside of San Diego County or in the cities of San Diego, National City, Encinitas, Carlsbad, or Oceanside. These locations are outside the Housing Authority's service area. Program participants searching for eligible units receive copies of this listing upon admission to the program and upon request. The unit listing can be viewed on the Housing Authority's website.

**Commencement of Assistance:** Assistance cannot be started prior to the completion of the following steps:

- Housing Authority acceptance of the Request for Tenancy Approval (RFTA)
- Pass a unit inspection
- Execution of the lease and contract

If the tenant moves in prior to these steps taking place, the tenant is responsible for the full rent. During that time, the Housing Authority is not responsible for, or concerned with, unpaid rent.

**Separate Agreements:** The Housing Authority must approve in advance separate agreements between the landlord and tenant for services, amenities, charges, and special purchase fees that are not included in the rent. Generally, all services and amenities must be included as part of the contract rent unless the tenant has the option to decline the services or amenities.

**Security Deposit:** The landlord may collect a security deposit from the tenant that does not exceed the limits imposed by federal, state, and local law.

**Housing Condition:** All units occupied by an assisted household must always meet the health, safety, security, and occupancy standards of the program. The unit must pass a minimum housing quality standard inspection conducted by the Housing Authority prior to commencement of assistance and at least bi-annually thereafter.

**Issuance of Housing Assistance Payments:** Upon approval, the housing assistance payment is issued to the landlord about the first working day of the month. In accordance with the IRS W-9, payment may be mailed to the landlord's designated payee or, upon written request, deposited electronically into a designated bank account. The direct deposit option is recommended for earlier receipt of payment and to avoid problems associated with the mail.

**The Lease:** An executed lease with a term of at least six months is required. The lease and the contract must mirror each other with the same term, initial rent, and tenant or landlord responsibilities for gas, electric, sewer, water, trash services, stove, and refrigerator. The Housing Authority provides a Lease Addendum that must be attached to the lease. *Note:* Housing Authority policies prohibit the transfer of assistance from one unit to another more often than once in a 12-month period.

The Housing Authority must approve a new lease or lease extension in advance. All new leases require the execution of a new contract with the same terms and conditions. The landlord may offer the family a lease for a term beginning any time after the initial term of the lease. The landlord must give the tenant and the Housing Authority a written notice of the offer at least 60 days before the start of the new lease term.

**Rent Increases:** For a proposed rent increase, the landlord must provide a 60-day written notice to the Housing Authority. Tenant notices are subject to state and local laws. *Note:* Changes in the lease term or utilities requires a new contract.

**Family Payments to the Landlord:** The family must pay the difference between the Housing Authority's payment amount and the total contract rent for the unit. The landlord may not demand or accept any rent payment in excess of this amount and must immediately return any excess rent payment.

**Lease Termination by the Family:** The family may terminate the lease at any time after the lease term. The family must give a written advance 30-day move-out notice to the landlord and a copy to the Housing Authority.

**If the Tenant Becomes Ineligible for Assistance:** If a tenant becomes ineligible for assistance, the Housing Authority will generally provide a 30-day advance written notice of termination of the Housing Assistance Payments Contract between the landlord and the Housing Authority. However, if the family moves from the assisted unit or the sole qualifying family member dies, the Housing Authority cannot pay assistance beyond the month the family vacated the unit, or the sole qualifying family member died.

**If the Family Decides to Move from the Unit:** The family must notify the Housing Authority and the landlord in compliance with state law and the lease. Additionally, the Housing Authority must approve in advance all family moves. This means the family must notify the landlord and the Housing Authority at least 30-days *before* the family moves and obtain advance Housing Authority approval. If the family fails to comply with the notification requirements and Housing Authority approval requirements, the family's program participation could be terminated, *unless* the family had to move as a result of being the victim of domestic violence, dating violence, or stalking. The Housing Authority generally will not transfer a family's assistance more than once in a 12-month period. The same move-out process applies to tenants who are moving from one apartment to another in the same apartment complex or from one house to another unit owned by the same landlord.

**If the Landlord wants to Terminate the Lease during the Initial Term of the Lease:** The landlord may terminate the lease if the tenant violates the terms of the lease. The landlord must state the lease violations on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

**If the Landlord Wants to Terminate during any Extension Term of the Lease:** If the landlord is terminating the lease within a lease extension period, the landlord may not terminate the lease except for 'other good cause.' The landlord must state the good cause on the notice to the tenant. It is advisable for the landlord to obtain legal counsel when terminating tenancy.

**Other Good Cause to Terminate the Lease:** Other good cause for termination of tenancy by the landlord may include, but is not limited to, any of the following examples:

- Failure by the family to accept the offer of a new lease or revision
- A family history of disturbance of neighbors, destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises
- The landlord's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent amount)
- 

**If the Landlord Sells the Property:** The landlord must contact the Housing Authority prior to the sale of the property. Upon written request, proof of change of ownership, completion of the IRS W-9 form, and approval of the new owner, the Housing Assistance Payments Contract may be transferred to the new owner. The Housing Authority is not responsible to the new owner for payments issued to the old owner prior to approval of the transfer of the contract.

**Criminal Activity:** Any of the following types of criminal activity by the tenant, any member of the household, a guest, or another person under the tenant's control may be cause for termination of tenancy and assistance:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents
- Any drug-related criminal activity on or near the premises
- Any violent criminal activity or threat of violence against another person or the property of another
- A pattern of alcohol abuse
- Any other illegal activity by the family

**Nonpayment or Late Payment of Rent by the Housing Authority:** The family is not responsible for the portion of the rent covered by the Housing Authority under the Housing Assistance Payments Contract. The Housing Authority's failure to pay the housing assistance payment is not a violation of the lease between the tenant and the landlord. During the term of the lease, the landlord may not terminate the tenancy of the family for nonpayment of the housing assistance payment. The Housing Authority may be charged a reasonable late fee if it fails to make timely payments within two calendar months of commencement of assistance.

## **Housing Assistance Payments Contract**

The Housing Assistance Payments (HAP) Contract is a contract between the Housing Authority and the Landlord. In the HAP Contract, the landlord agrees to lease a unit to an eligible family and the Housing Authority agrees to make monthly housing assistance payments to the landlord on behalf of the family. It is advisable to read and understand the HAP Contract.

**Term of HAP Contract:** The term of the HAP Contract begins on the first day of the term of the lease and ends on the last day of the term of the lease or upon termination by the Housing Authority. The HAP Contract terminates when the lease terminates.

**Housing Authority Payments to the Landlord:** The Housing Authority will pay a monthly assistance payment to the landlord. The landlord has the option of requesting payments to be automatically deposited into the landlord's designated bank account. The Housing Authority determines the amount of the housing assistance payments in accordance with HUD regulations and other requirements. The amount of the housing assistance payment is subject to change during the HAP Contract term. New HAP letters are mailed to both the landlord and the tenant. The landlord may not require the family to pay any amounts that are the responsibility of the Housing Authority. After the first two calendar months of the contract, the landlord may request the Housing Authority pay a reasonable late fee for Housing Authority payments not received by the due date as a result of an action or inaction of the Housing Authority.

The Housing Authority will continue to make housing assistance payments if:

- The unit meets housing quality standards.
- The tenant is eligible for assistance.
- The tenant resides in the unit.
- The landlord is following the contract.

**Violence Against Women Act:** There are restrictions to the landlord's right to terminate the tenancy of someone whose lease violations occurred as a direct result of that person being the victim of domestic violence, dating violence, or stalking. The HAP Contract and Tenancy Addendum addresses the lease termination restrictions required by the Act.

**Landlord Breach of HAP Contract:** Any of the following actions by the landlord is a breach of the HAP Contract:

- The landlord has violated any obligation under the HAP Contract for the dwelling unit, including the landlord's obligation to maintain the unit in accordance with housing quality standards.
- The landlord has committed fraud, bribery, or any other corrupt or criminal act against any federal housing program.
- The landlord has projects with mortgages insured by HUD or loans made by HUD, and the landlord has failed to comply with the regulations, or if the landlord has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.
- The landlord has engaged in any drug-related criminal activity or any violent criminal activity.
- The landlord has been barred from program participation by HUD or the Housing Authority.

**Reasons for HAP Contract Termination:** Housing assistance payments terminate if:

- The lease terminates.
- The HAP contract terminates.
- The family's assistance terminates.

The Housing Authority will generally notify the landlord at least 30 days prior to termination of housing assistance payments, unless the unit has failed housing quality standards that are the landlord's responsibility, or the tenant vacates the unit.

**Family moves out:** The Housing Authority shall not pay a housing assistance payment to the landlord for any month after the family no longer occupies the unit.



## Evictions

The landlord may evict a tenant by instituting a court action. The landlord must give the tenant written notice that explains the grounds of tenant termination. The landlord must also give a copy of the written notice to the Housing Authority. The notice of grounds for termination of tenancy must be given at or before the eviction action. If the landlord has begun the process to evict the tenant and the tenant family continues to reside in the unit, the Housing Authority will usually continue to make housing assistance payments to the landlord. The Housing Authority will continue the payments until the tenant family moves or is evicted from the unit, unless the unit is not in compliance with housing quality standards, or assistance has been terminated for some other reason. It is advisable for the landlord to seek legal counsel when evicting the tenant.

## Reporting of Fraud and Program Abuse

The Housing Authority of the County of San Diego and the U.S. Department of Housing and Urban Development (HUD) are concerned about fraud and abuse in various housing assistance programs. To report suspected fraud or program abuse, please contact the **Fraud Referral Hotline** at (800) 421-2252 or email [pafrad@sdcounty.ca.gov](mailto:pafrad@sdcounty.ca.gov).

## Rent Reasonableness and Affordability

**Reasonable Rent:** The rent charged by the landlord must not be more than either the rent charged for comparable units in the private unassisted market, or the rent charged by the landlord for comparable assisted or unassisted units on the premises or neighborhood. Landlords are not permitted to charge higher rents to compensate for the “extra paperwork” of the Section 8 HCV Program, nor can they collect a “side payment” from the participant to increase the contract rent above that approved by the Housing Authority.

The purpose of the rent reasonableness test is to assure that:

- Rents paid for units selected for participation in the Section 8 HCV Program are not excessive.
- The program does not inflate rents in the community.

Rent reasonableness determinations are conducted when units are placed under the HAP Contract for the first time, when landlords request rent increases, or when the area fair market rents have declined by 10% or more.

**Affordability:** At the time of initial approval of a unit, the rent must be affordable to the family. This means that if the rent and utilities (gross rent) exceeds the payment standard, the tenant may not pay more than 40% of the family’s monthly adjusted income for their portion of the gross rent.

## Housing Quality Standards

Housing quality standards (HQS) are minimum nationwide standards applying to all units in existing Section 8 housing programs. HQS ensures the unit is decent, safe and sanitary. At initial inspection, units not meeting HQS must be repaired, reinspected, and pass HQS **before**:

- A lease is executed;
- A Housing Assistance Payments Contract is executed; *and*
- Payments are started and issued.

The Housing Authority will not make retroactive payments for the period before this has occurred, even if the family is living in the unit.

**Lead Based Paint:** Lead based paint can pose a serious health risk to children under the age of six. The Housing Authority will not approve any dwelling unit built prior to 1978 with cracking, scaling, chipping, peeling, or loose paint if a child under the age of six is residing in or is expected to be residing in the unit.

**Inspections:** If the unit fails the annual/biennial inspection, the landlord will be given a brief period to make the needed repairs. If the unit is not brought into compliance by the deadline, the Housing Authority may stop the payments until corrections are completed. This is called an abatement. There is no eligibility for payments during this period and future payments will be pro-rated as of the date of compliance. If the landlord does not comply with HQS the Housing Authority may terminate the landlord's contract and permanently discontinue payments. Some emergency repairs must be completed within 24 hours, while others must be completed within 30 days. An extension may be given under certain circumstances.

**Shared Meters:** Rental units with shared meters must include the utility costs for the shared meters in the rent. Landlords of complexes with less than five units may not collect from assisted tenants any additional monies for utilities reflected on shared meters. Complexes with more than five units may collect additional utility costs on shared meters, providing there is a standard methodology used to determine the prorated costs.

**Bedrooms:** A room is considered a bedroom for payment standard and utility allowance purposes if it was designed to be a bedroom or converted to a bedroom, is private with a door that closes, and has a window that opens to the outdoors for light and ventilation. The room is not considered to be a bedroom for utility allowance and payment standard purposes if the room is designed for another purpose, is not accessible from inside the main dwelling, is a corridor to access another room, or has something installed that indicates it has another use, such as a water heater, washer/dryer hookups, or gas line for a stove.

# Inspection Checklist

The unit where rental assistance will be provided is required to pass a Housing Quality Standards (HQS) inspection before payments will be made. A failed inspection will delay the start of payments or endanger the continuation of payments. Please use this checklist to make sure the unit will pass the inspection. If the unit passes the HQS inspection on the first appointment, it may qualify for a biennial inspection (every two years). Units that fail an inspection will be inspected the following year. Some rental assistance programs require annual inspections and are not eligible for biennial inspections.

**The Housing Authority will inspect the following eight areas that must be reviewed for Housing Quality Standards (HQS) compliance:**

- |   |  |
|---|--|
| <input type="checkbox"/> Living Room                          | <input type="checkbox"/> Building Exterior         |
| <input type="checkbox"/> Kitchen                              | <input type="checkbox"/> Heating and Plumbing      |
| <input type="checkbox"/> Bathroom(s)                          | <input type="checkbox"/> General Health and Safety |
| <input type="checkbox"/> Bedrooms/Other Rooms Used for Living | <input type="checkbox"/> Garage                    |
| <input type="checkbox"/> Secondary Rooms                      | <input type="checkbox"/> Outbuildings              |

**The following is a listing of the conditions that must be verified by the Housing Inspector:**

- |   |  |
|---|--|
| <input type="checkbox"/> All major utilities (electricity, gas, water) must be turned on.   | <input type="checkbox"/> There must be no missing, broken or badly cracked windows/window panes.   |
| <input type="checkbox"/> The cooking stove and oven must be clean and in working condition. All burner control knobs must be present and functional.  | <input type="checkbox"/> The roof must not leak.   |
| <input type="checkbox"/> The refrigerator must be clean and in working condition.   | <input type="checkbox"/> The hot water tank for the unit must have a pressure relief valve, a downward discharge pipe, and be <b>supported and strapped to prevent movement during an earthquake. PVC pipe is no approved.</b>                                       |
| <input type="checkbox"/> The heating unit must be properly installed and vented and otherwise in good working order. Check with SDG&E to ensure safety of the heating system. <b>The heater must be operational at the tie of inspection.</b> | <input type="checkbox"/> The carpet or linoleum must not have holes, tears, or loose seams.  |
| <input type="checkbox"/> There must be hot and cold running water in the kitchen and bathroom(s).   | <input type="checkbox"/> Stairs and railings, inside and out, must be secure.  |
| <input type="checkbox"/> There must be a shower or bathtub that is in good working condition.   | <input type="checkbox"/> Security bars in any bedroom must have a quick release device.  |
| <input type="checkbox"/> There must be a flush toilet that works and does not leak.   | <input type="checkbox"/> There can be no rodent or insect infestation.   |
| <input type="checkbox"/> The bathroom must have a window or working ventilation fan.  | <input type="checkbox"/> There <b>must</b> be a properly operating smoke detector and carbon monoxide detector on every level of the unit.   |
| <input type="checkbox"/> There should be no plumbing leaks or plugged drains. The garbage disposal, if present, must have a <b>properly installed strain relief clamp.</b>  | <input type="checkbox"/> There must be no excessive cracking, chipping, scaling, or loose pain anywhere inside or outside of the unit, especially if a child under the age of six resides or is expected to reside in the unit.                                      |
| <input type="checkbox"/> All accessible outside doors and windows must have working locks.  | <input type="checkbox"/> There must be no excessive debris in or around the unit, such as an accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans, or old appliances. Derelict vehicles must be removed from the premises. |
| <input type="checkbox"/> The unit must have at least one exit door without a double-keyed deadbolt lock.  |  |
| <input type="checkbox"/> All electrical outlets must have cover plates in good condition - no cracks. <b>All three-prong outlets must be grounded or GFCI protected. No exposed light sockets missing bulbs.</b>                              |  |

*For more detailed inspection standard information, read the HUD publication, "A Good Place to Live," in the Landlord Information section of the Housing Authority website at [www.sdhcd.org](http://www.sdhcd.org).*

## Annual Eligibility Determination

At least annually or bi-annually, the Housing Authority evaluates the following:

- **Tenant income and assets, family composition, and continuing eligibility:** The Housing Authority collects eligibility documents at least once per year in order to evaluate a change in the tenant's income, assets or family circumstances. This may result in a change in the portion of rent paid by the tenant.
- **Condition of the property and level of maintenance:** The Housing Authority inspects every unit routinely every 12-24 months. The unit is inspected to ensure that it continues to meet the housing quality standards of the program. The Housing Authority will not continue the contract if the unit does not meet the housing quality standards. Generally, the inspection is scheduled with the tenant and the landlord is notified if there are issues with the unit.

## Federal and State Laws

It is a violation of federal law for a housing provider to refuse to rent or sell a home, to offer unequal terms, quote different prices, or apply different policies on the bases of race, color, religion, disability, sex, familial status, or national origin. State law also prohibits discrimination on the bases of marital status, ancestry, age, or familial status. Some of these laws are described below:

### State of California

**Fair Employment and Housing Act** (Rumford Fair Housing Act of 1963) prohibits discrimination on the bases of race, color, religion, sex, national origin, ancestry, familial, and marital status. A complaint may be filed with the Department of Fair Employment and Housing.

**Unruh Civil Rights Act** (1893, AMENDED 1959) prohibits discrimination in all public accommodations including rental housing and adds arbitrary discrimination to bases covered by the Fair Employment and Housing Act.

**Ralph Civil Rights Act** (1976) prohibits violence or the threat of violence against protected classes in the exercise of their fair housing rights.

**Civil Code**, Sections 54.1 - 54.3 specifically prohibits discrimination against individuals with disabilities.

### Federal Government

**Civil Rights Act of 1866** protects the right of all persons to "inherit, purchase, lease, sell, hold, and convey" real and personal property. Bases covered are race and national origin.

**Civil Rights Act of 1968, Title VIII** prohibits discrimination based on race, color, national origin, religion, and sex.

**Fair Housing Amendments Act of 1988** bars discrimination in the sale or rental of housing on the bases of a disability or because there are children in the family, but exempts housing for older persons (e.g., Section 202 housing).

## Landlords/Managers Frequently Asked Questions

**Q. When a Section 8 family selects my unit, what steps are needed to begin rental assistance?**

**A.** There are five easy steps:

1. Landlord completes the Request for Tenancy Approval packet with the prospective tenant and it is forwarded to the Housing Authority.
2. Housing Authority determines if the unit is within its jurisdiction, the rent is reasonable, and the rent is affordable to the tenant.
3. Housing Authority inspects the unit for housing quality standards.
4. Landlord and Housing Authority sign a Housing Assistance Payment (HAP) Contract.
5. Landlord and tenant sign a lease, including the HUD prescribed tenancy addendum that mirrors the terms and conditions of the contract.

**Q. Is my prospective tenant automatically eligible to receive Section 8 because I am willing to accept the program?**

**A.** No. In order to be eligible for the Section 8 Housing Choice Voucher Program, the tenant must have an active voucher issued by the Housing Authority.

**Q. My old tenants are still in the unit. Can the Housing Authority inspect my unit while my old tenants are still living there?**

**A.** No. The Housing Authority cannot inspect the unit while the former tenants are still in residency. However, the Housing Authority can inspect the unit while the tenants to be assisted are occupying the unit.

**Q. When is the lease effective?**

**A.** The lease is effective once the unit passes inspection, a contract is executed, and the tenant is ready to move in.

**Q. How much security deposit can I collect?**

**A.** The landlord may charge a security deposit allowed under state and local law.

**Q. Does the Housing Authority send payments to the Landlord/Manager?**

**A.** Yes. Payments for a portion of the rent are issued to the Landlord's designated payee by direct deposit or by first class mail.

**Q. When are the Housing Assistance Payments issued?**

**A.** Excepting the first two calendar months after the unit is first approved, payments are issued on the first working day of the month.

**Q. Who do I call if I do not receive my Housing Assistance Payment?**

**A.** You should contact the housing representative assigned to you and your tenant. If the payment is being made by mail, you should wait 10 days before contacting your housing representative.

**Q. How do I request a rent increase?**

**A.** The landlord must submit a 60-day written notice of rent increase to the Housing Authority, subject to the terms of the contract. A new rent reasonableness determination will be completed. \*Changes in lease terms or utilities will require new contract.

**Q. Can the family terminate tenancy?**

**A.** After the initial term of the lease, the family may terminate tenancy with an advance written 30-day notice to the Landlord and the Housing Authority. Note: Housing Authority’s policy prohibits a tenant’s assistance from being transferred more than once in a 12-month period.

**Q. Can I terminate tenancy during the initial term of the lease?**

**A.** Yes, the landlord may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, or violations of federal, state, or local law relating to use or occupancy, or drug related criminal or violent criminal activity, as defined in Section 8 of the Tenancy Addendum. It is advisable for the landlord to seek legal counsel prior to termination of tenancy. The landlord should forward documentation of tenant violations to the Housing Authority.

**Q. After the initial term of the lease can I terminate the lease without cause?**

**A.** Yes, the landlord may terminate tenancy without cause at the end of the initial lease term or at the end of any extension terms. However, it is advisable to carefully review the contract and lease, as well as to seek legal counsel on this matter.

**Q. Is the Housing Authority responsible for evicting the Section 8 participant?**

**A.** No. Enforcement of the lease and evictions are the responsibility of the landlord/manager. The Tenancy Addendum, HAP Contract and lease outline the grounds on which the landlord/manager may pursue eviction. It is advisable for the landlord to seek legal counsel for tenancy terminations.

**Q. How do I change my mailing address or property management company?**

**A.** Changes of landlord address or changes in the address of the property management company must be sent, in writing to the Housing Authority. Written information should include your name (or property management company’s name), your old and new address, the names of your tenants, the property address, your daytime telephone number, the effective date of the change, and your signature. If the property management company has changed, a copy of the new agreement or contract should be forwarded to the Housing Authority.

**Q. How do I inform the Housing Authority of a change in property ownership?**

**A.** The owner must contact the Housing Authority prior to the sale of the property and provide the name and address of new property owner. The new owner must submit a written request for reassignment of the HAP Contract, along with proof of change of ownership.

## **Other Questions?**

It is the Housing Authority’s goal is to provide excellent service to the families and landlords participating in the Section 8 HCV Program.

If you have any questions regarding the information in this handbook or any other questions about the Section 8 HCV Program, please call:

**(858) 694-4801**

Refer to this handbook often so that you can gain a better understanding of your role as a landlord in the Section 8 HCV Program.

The Rental Assistance Program is open to all persons, regardless of race, color, national origin, religion, sex, familial, marital status, disability or other discriminatory factors.

*sample*  
*Documents*

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

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

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

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

**Instructions for use of HAP Contract**

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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



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

U.S. Department of Housing  
and Urban Development  
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**Part A of the HAP Contract: Contract Information**

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

**1. Contents of Contract**

This HAP contract has three parts:

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

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

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

**7. Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

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

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

**Signatures**

**Public Housing Agency**

**Owner**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

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

**U.S. Department of Housing  
and Urban Development**  
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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

**4. Term of HAP Contract**

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

assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

## 5. Provision and Payment for Utilities and Appliances

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

## 6. Rent to Owner: Reasonable Rent

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

## 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

### c. Amount of PHA payment to owner

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

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

### e. Limit of PHA responsibility

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

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

## 8. Owner Certification

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

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



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

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

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

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

**10. Owner's Breach of HAP Contract**

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

criminal act in connection with the mortgage or loan.

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

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

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

**12. Exclusion of Third Party Rights**

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

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

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

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

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

### 15. Reserved

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

**17. Entire Agreement: Interpretation**

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

Sample Document



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

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

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

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



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

## 8. Termination of Tenancy by Owner

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

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

## d. Other good cause for termination of tenancy\

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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



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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

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

#### **10. Eviction by court action**

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

#### **11. Owner notice of grounds**

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

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

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

#### **13. PHA Termination of Assistance**

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

#### **14. Family Move Out**

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

#### **15. Security Deposit**

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

#### **16. Prohibition of Discrimination**

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

#### **17. Conflict with Other Provisions of Lease**

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

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

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

## 18. Changes in Lease or Rent

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

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

# Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

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

|  |                       |                     |  |                         |                                       |
|--|-----------------------|---------------------|--|-------------------------|---------------------------------------|
| 1. Name of Public Housing Agency (PHA)   |                       |                     | 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)<br><input type="checkbox"/> Semi-Detached (duplex, attached on one side)<br><input type="checkbox"/> Rowhouse/Townhouse (attached on two sides)<br><input type="checkbox"/> Low-rise apartment building (4 stories or fewer)<br><input type="checkbox"/> High-rise apartment building (5+ stories)<br><input type="checkbox"/> Manufactured Home (mobile home) |                       |                     | <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR)<br><input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME<br><input type="checkbox"/> Section 236 (insured or uninsured)<br><input type="checkbox"/> Section 515 Rural Development<br><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)  |  |             |
|                  |  | Provided by |
| Refrigerator     |  |             |
| 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) |

**Voucher**  
**Housing Choice Voucher Program**

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

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

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

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

|   |                                       |  |
|---|---------------------------------------|--|
| Please read <b>entire</b> document before completing form<br>Fill in all blanks below. Type or print clearly.   |                                       | Voucher Number                         |
| 1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.) |                                       | 1. Unit Size                           |
| 2. <b>Date Voucher Issued (mm/dd/yyyy)</b><br>Insert actual date the Voucher is issued to the Family.   |                                       | 2. Issue Date (mm/dd/yyyy)             |
| 3. <b>Date Voucher Expires (mm/dd/yyyy)</b> must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)   |                                       | 3. Expiration Date (mm/dd/yyyy)        |
| 4. <b>Date Extension Expires (if applicable)(mm/dd/yyyy)</b><br>(See Section 6. of this form)   |                                       | 4. Date Extension Expires (mm/dd/yyyy) |
| 5. Name of Family Representative  | 6. Signature of Family Representative | Date Signed (mm/dd/yyyy)               |
| 7. Name of Public Housing Agency (PHA)  |                                       |  |
| 8. Name and Title of PHA Official   | 9. Signature of PHA Official          | Date Signed (mm/dd/yyyy)               |

**1. Housing Choice Voucher Program**

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

**2. Voucher**

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

### 3. PHA Approval or Disapproval of Unit or Lease

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

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

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

### 4. Obligations of the Family

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



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

#### **5. Illegal Discrimination**

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

#### **6. Expiration and Extension of Voucher**

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

Sample Document





# **Housing Authority of the County of San Diego**

**Administered by the  
County of San Diego  
Housing and Community Development Services  
3989 Ruffin Road  
San Diego, CA 92123-1815**

**(858) 694-4801  
[www.sdhcd.org](http://www.sdhcd.org)**

