

A copy of our Section 8 HCV Rental Assistance program's manual is being provided to you in hopes that you will find the information useful.

INTRODUCTION

The US Department of Housing and Urban Development (HUD) provides Section 8 rental subsidies to families with low income in the form of Housing Choice Vouchers. The Virginia Housing and Redevelopment Authority (VHRA) administers the program in northern St. Louis County in Minnesota. The VHRA pays rent subsidies directly to rental property owners on behalf of eligible voucher families. Federal regulations govern the contractual relationships between the property owners, VHRA and tenants.

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Helping Tenants Avoid Eviction

When renters are at risk of getting evicted, they often stop communicating and disappear. Don't disappear or stop communicating. Doing so basically forces the landlord to evict. Make sure to communicate well, agree on a date to voluntarily move out, and ask the landlord to not move forward with an eviction.

Find help with eviction prevention through legal assistance by calling 2-1-1, texting your zip code to 898-211, or searching the United Way 2-1-1 website

MN Benefits: Minnesota Emergency Assistance for Families/Emergency General Assistance is a short-term assistance program for people experiencing a financial hardship. You can access the program application through your local county human services office or at MN Benefits.

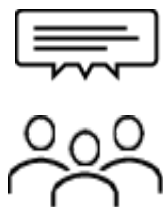
Bridge to Benefits: This web-based screening tool can help an individual identify if they are eligible for public works programs, including SNAP, WIC, School Meal Program, Minnesota Health Care Programs, Energy Assistance and Child Care Assistance. Visit the website for more information.

Community Action Partnership Minnesota: Community Action Partnership members provide assistance to individuals and families in times of crisis. Find Your Local Community Action Agency

HOME Line: A non-profit Minnesota tenant advocacy organization providing free and low-cost legal, organizing, education, and advocacy services so that tenants throughout Minnesota can solve their own rental housing problems. HOME Line's hotline is confidential: For English, call 612-728-5767 or email your question to one of our housing attorneys. Toll-free from Greater Minnesota: 866-866-3546. HOME Line's tenant hotline remains open during the COVID-19 pandemic. However, HOME Line's physical office is closed. Call or email for legal advice about your tenancy. Visit HOME Line's website for more information [LawHelpMN](#). In some cases, direct financial support may not be available. Visit [LawHelpMN](#) to get information about evictions.

GENERAL INFORMATION

If you have questions about your payment, are looking to change your address or if there is a change of ownership, please contact your tenants' worker in our office. To determine which worker works with your tenant, please refer to previous mailings you have received.



FAQ's

What is the Section 8 Housing Choice Voucher Program? The Housing Choice Voucher program, commonly known as HCV or Section 8, is the Federal government's primary program for assisting low-income families, the elderly, and persons with disabilities to afford rent in the private market. The HCV program of the Housing and Redevelopment Authority of Virginia, MN will help pay your rent if your income is below the income limit.

Eligible families select their own rental units and pay between 30-40% of their adjusted monthly income towards rent and utilities. The HRA pays the balance of the rent up to the payment standard.

Who can apply for rent assistance?

The program is open to low-income families without regard to race, religion, national origin, gender, source of income, or present residential location.

Where can a person rent and receive subsidy? Rentals units can be rented anywhere within the jurisdiction of a Housing Authority in the United States that is administering a tenant-based program. The Virginia Housing Authority's jurisdiction is St. Louis County, north of Cotton, Minnesota.

What is the term of the voucher? The voucher is good for 120 days (about 4 months) from the date issued. You must submit a Request for tenant approval before your voucher expires. Generally, the PHA will not approve extensions to the term of a voucher. The PHA may approve additional extensions only in the following circumstances. It is necessary as a reasonable accommodation for a person with disabilities or it is necessary due to reasons beyond the family's control. The presence of these circumstances does not guarantee that an extension will be granted. Serious illness or death in the family, other family emergency, obstacles due to employment, whether the family has already submitted request for tenancy for approval that were not approved by the PHA or whether family size or other special circumstances make it difficult to find a suitable unit. Any request for an extension must include the reason for the extension and must be made in writing and submitted before the expiration date of the voucher. The PHA will decide whether to approve or deny an extension within 10 business days of the date the request is received.

What are the income limits of the program? www.vhra.org

What types of rental housing are included? Privately owned duplexes, townhomes, apartments, cooperatives, congregate housing, single family homes, and mobile homes are included if they are within the maximum rent limits of the program.

What are the maximum rents allowed for the program? www.vhra.org

When are new payment standards applied to tenants? Payment Standards are applied at initial move-in and annual reexam.

How does the program work?

To receive rental assistance, you must complete a Section 8 HCV program application and return it to the Virginia HRA. Applications are available at our office, or on our website. Applications may be mailed, hand delivered,



faxed, or emailed. Once we have received your application, your name is placed on the Section 8 waiting list in chronological order. A letter stating the date that your application was received and placed on the waiting list will be mailed to you. Once an opening occurs within the Section 8 program, applicants will be selected from the waiting list and a letter will be mailed requesting that Applications provide information for a background check. Upon eligibility, applicants are required to attend a briefing session in order to obtain a voucher. The briefing session will consist of what the Section 8 HCV program is, the processes, rules, and additional housing information.

What Does the program offer to owners?

- **Guaranteed Rent:** The HRA's contracted portion of the rent is paid directly to the landlord on time and every month.
- **Protection Against Tenant Loss of Income:** A Section 8 clients' rent portion is based on household income and the HRA's portion of the rent can be increased if the tenants' income drops. Landlords have the assurance that their tenant will always be able to afford their portion of the rent.
- **Beter Unit Maintenance:** Because inspections are being done on an initial basis, it ensures the quality of the unit before a tenant occupies the unit. With biennial inspections, maintenance issues are pointed out that may have gone unnoticed and for out-of-town landlords, it's another eye on their property.
- **Free Vacant Unit Advertising:** Available units can be posted in our office if you call (218) 741-2610 ext. 6301 and speak with our front desk representative.
- **You Choose Your Tenants:** Landlords have full discretion in tenant selection within the guidelines of the Fair Housing Act.

How much rent can an owner charge for his/her unit?

The Housing Choice Voucher Program is based on the premise that housing with suitable amenities can be obtained on the private market. HUD publishes payment standards annually. The limits, or payment standards, are published by bedroom size and locality. Exceptions to the payment standard are generally not permitted. An exception may be made as a reasonable accommodation for a family that includes a person with disabilities. Gross rent is the contract rent plus tenant paid utilities. The utility amounts are obtained from the utility allowance the HRA obtains annually or as needed. Additionally, the HRA must ensure that all approved lease payments are reasonable in relation to rents currently charged for comparable rents in the private, unassisted market and does not exceed the rent being charges for unassisted units in the same building. The tenant must not pay any amounts other than what is shown on the lease.

When can the rent amount be changed?

Rent amounts cannot be changed during the initial 12-month term of the lease. HUD requires 2 full rental period notice for rent increases after that. The HRA must ensure that the rent is reasonable based on market information. The adjustment must not exceed the amounts charged for other comparable units in the same building.

What is the required term of the lease?

HUD requires an initial 12-month lease, after that, it can be month to month.

When does the HRA send rent payments?

Rent payments are generally sent via ACH on the first of the month.

What is the process if a tenant wants to move to another unit in the same building?

The tenant is required to give the HRA a full rental period notice. Moving in the same building is the same as moving to another location. Moving is moving.

What if I want to move out of the area?

Portability is moving with your voucher out of the PHA jurisdiction. You may need to live in the PHA's jurisdiction for 12 months before exercising portability. Please contact the PHA for further information.

What is a HAP Contract?

<https://www.hud.gov/sites/dfiles/OCHCO/documents/52641.pdf>

The HAP Contract is between the owner and the HRA. Essentially, it guarantees that the HRA will pay its portion of the rent, providing that the owner performs his/her responsibilities under the lease to receive a check on the 1st of the month

What is the Tenancy Addendum?

Tenancy Addendum (attached to tenant lease)

<https://www.hud.gov/sites/dfiles/OCHCO/documents/52641A.pdf>

It is part of the HAP contract and is attached to the tenant's lease. It has provisions that the tenant and landlord must adhere to. Please visit our website for more information.

Who is eligible for the program?

Anyone with gross annual incomes not exceeding federal income limits is eligible for the program. (A family is eligible for the program, not a housing unit).

What information can the PHA give to a prospective landlord?

The PHA can provide the owner with the family's current and prior address as shown in the PHA records and name and address of current and previous landlords. The PHA is permitted, but not required to offer the owner other information in the PHA's possession about the tenancy. We do not provide references.

How does an owner get involved in the program?

An owner becomes involved in the program through a family with a housing choice voucher. The family looking for a rental unit will inform the owner that they have a voucher for rent assistance and will ask the owner if he/she is willing to participate in the program.

Does the HRA screen families for the owner?

The HRA does not screen applicants. Tenant screening and selection is the responsibility of the owner. The HRA recommends that the owner check references of all applicants, assisted and non-assisted. If you're at all concerned about discrimination, please refer to the included hand-out titled, "Landlords and Tenants: Rights and Responsibilities" which is published by the Minnesota Attorney General's Office.

Can an owner obtain information about the family from the HRA?

Regulations will allow the HRA to give information about clients to landlords. This may allow us to give information about clients to landlords, including information about current and former landlords if known.

Is an owner required to participate in the Section 8 Program?

An owner has the same right of tenant selection with Section 8 participants as other applicants. State and Federal laws prohibit housing discrimination based on race, color, religion, sex, national origin, age, familial status, disability, creed, marital status, sexual orientation, or reliance on public assistance in connection with the lease.

What is the process if an owner has a rental unit he/she wishes to rent to a section 8 participant?

The owner should contact the HRA who will complete a referral form with the pertinent unit information. Program participants looking for housing will be informed of the vacancy.

What types of housing units can be rented by the family?

Apartments, single-family homes, duplexes, townhouses, condominiums, and mobile homes are eligible housing types. Our jurisdiction covers Northern St. Louis County with cities including, but not limited to: Hoyt Lakes, Aurora, Biwabik, Embarrass, Ely, Babbitt, Eveleth, Gilbert, Virginia, Mountain Iron, Cherry/Forbes/Zim, Chisholm, Hibbing, Orr and Cook. Duluth and Grand Rapids are not in our jurisdiction.

Is the unit inspected by the HRA and what is the purpose of the inspection?

Yes, a unit must be inspected by the HRA to 1) ensure that the unit meets Federal Housing Quality Standards, and 2) document the condition of the unit at the time assistance begins. The HQS were developed to ensure the housing assistance through the program is "decent, safe and sanitary." The unit is re-inspected biennially. Inspections serve as a reference for landlords to have the beginning

conditions of their properties documented before the lease begins.

What is a Request for Tenancy Approval?

<https://www.hud.gov/sites/dfiles/OCHCO/documents/52517.pdf>

The Request for Tenancy (RTA) is a form that the household provides to the owner. A copy of this form is provided for your viewing. The owner completes the following portions: unit size, rent, availability, address, and utility responsibilities. The family is responsible for returning it to the HRA. Once the HRA receives the RTA, after the rent is verified, the inspector will receive the RTA and proceed. This form provides the HRA with the information necessary for the preparation of the Tenancy addendum, HAP Program contract, documents, and inspection.

Please note: the RTA must be fully completed.

What if a unit fails an initial inspection?

Under Federal regulations, a unit either passes or fails. Any item that does not meet the standards will cause the unit to fail. The owner will be notified, in writing if the unit “fails.” The owner determines whether he/she is willing to make the repairs. If the owner elects to make the repairs and participate with the program, the HRA must be notified of repair completion, and the unit will be re-inspected. If the owner chooses not to make the repairs, the family must select another unit to receive assistance.

Assistance cannot begin, nor is the contract effective, until the unit passes inspection. If the inspection passes after the first of the month, the HRA rent portion will be prorated for the number of days remaining in the month.

Payment of the differences between the HRA’s prorated and full payment must be negotiated between the owner and the family.

How is the estimate for utilities paid by the tenant determined?

The estimate for tenant paid utilities (excluding telephone and cable) is calculated by the HRA using average consumption data by bedroom size, structure type, and energy source. This data is updated annually. [Link to webpage](#)

Can I rent my unit to a family member who is a Section 8 client?

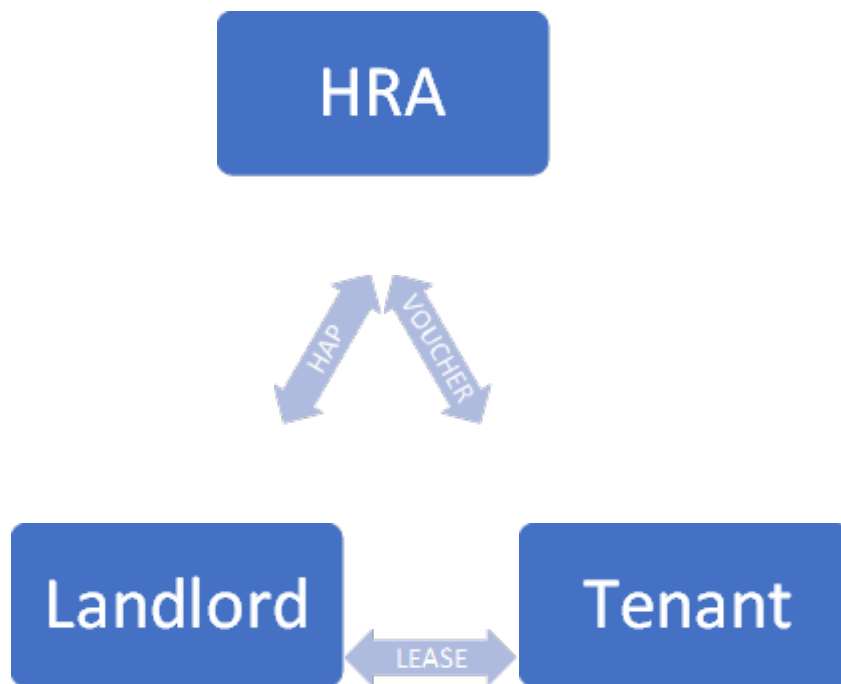
No, the HRA is prohibited by federal regulations from approving a unit for assistance if the owner is a parent, grandparent, child, or sibling of any member of the family. The only exception is if the program participant is a person with disabilities and it has been determined that approving the unit would be providing a reasonable accommodation. However, it is a very rare situation to be approved under these circumstances.

What do I do if my tenant is damaging the unit or not paying rent?

If your tenant is causing damage to your unit, that is most likely a lease violation, and you are free to evict them as you wish and on your terms. If the tenant is evicted with a court ordered judgement, the tenant will lose their voucher for 3 years. If you evict a tenant and it is not via a court order, they may remain on our Section 8 program. However, clients are not allowed to owe back-rent to any other Housing Authorities or landlords. If you have documented proof of non-payment of rent, we will take the client's voucher away until the rent is paid within the specified time frame.

This prevents tenants from moving around and owing many landlords money.

Roles-Tenant, Landlord, Housing & Redevelopment Authority and HUD



Once the HRA approves an eligible family's housing unit, the family and landlord sign a lease. At the same time, the landlord and the HRA sign a housing assistance payments (HAP) contract that runs for the same term as the lease. This means that everyone: tenant, landlord and HRA have obligations and responsibilities under the voucher program.

The Tenant

When a family selects a housing unit and the HRA approves the unit and lease, the family signs a lease with the landlord for a minimum of one year. The tenant may be required to pay a security deposit to the landlord. After the first year, the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease. When the family is moved into a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the HRA of any changes in income or the families composition.

The Landlord

The role of a landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The unit must pass the programs Housing Quality Standards (HQS) and be maintained up to those standards as long as the owner receives housing subsidy payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HRA.

The Housing Authority

The HRA administers the voucher program locally. The HRA provides a household with rental assistance that enables the family to seek out suitable housing. The HRA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the HRA has the right to terminate assistance payments. The HRA must re-examine the family's income and composition annually. The HRA must inspect the unit biennially to ensure it meets with HQS.

HUD

To cover the cost of the program, HUD provides funding to HRA's to make HAP on behalf of the families. HUD also pays the HRA a fee for the cost of administering the Section 8 Program.

When additional funds become available to assist new families, HUD invites HRA's to submit applications for funds for additional housing vouchers. Applications are reviewed and awarded to selected HRA's on a competitive basis. The federal regulation that covers the HCV program is 24 CFR Part 982.

Lease

The owners must supply their own lease. The owners' lease must comply with state and local laws. A Tenancy Addendum will be attached to the lease and if a conflict between the lease and addendum occurs, the provisions required by H.U.D shall control. Please note that the HRA is not a party to the lease.

A 12-month (1 year) lease is the minimum term for a lease. At the end of that year, you may create a new lease or continue on a month-to-month basis. A mutual termination may be executed at any time to terminate the lease, providing that all involved parties are interested in the termination. A copy of a mutual termination of the lease has been provided for your viewing. After the first year of residence, the owner may terminate the lease at any time, providing that the required written notice is given.

The owner may terminate the lease for serious and/or repeated violations of the terms of the lease, violation of

Federal, State, or local laws regarding the occupancy or use of the unit.

INFORMAL HEARING PROCEDURE

A. Complaints

1. A complaint shall be presented orally or in writing to the Housing Authority Office. (If the complaint is written the complainant must sign it). The complaint must be presented within a reasonable time, not in excess of the first working day after the tenth (10) day of the action that is the basis of the complaint. It may be simply stated, but shall specify; (1) the particular grounds upon which it is based, (2) the name, address and telephone number of the complainant.

B. Informal Hearings

1. Decisions requiring hearing.

The following types of decisions will be subject to informal hearing to determine that the Decision is in accordance with law, HUD regulations, and PHA rules:

- a. A determination of the amount of the Total Tenant Payment Rent (not of utility allowances for families in the PHA's Section 8 Program).
 - b. A decision to deny or terminate assistance on behalf of the participant.
 - c. A determination that a participant family is residing in units with a larger number of bedrooms than appropriate under the PHA standards and the PHA's determination to deny the family's request for an exception from the standards.
 - d. In the case of an assisted family who wants to move to another dwelling unit with the continued participation in the PHA program the Housing Authority's determination of the number of bedrooms to be entered on the Housing Choice Voucher issued to the family under the PHA's standards.
2. Hearing Procedures
 - a. If the Housing Authority has decided to terminate housing assistance payments on behalf of a participant under an outstanding contract, (and if the PHA is required to give the participant an informal hearing on the decision), the participant shall be afforded the opportunity for such informal hearing BEFORE the termination of housing assistance payments.
 - b. In all other cases where a hearing is required under an informal hearing, Section B1, the Housing Authority shall proceed with a hearing in a reasonably expeditious manner upon the request of the participant.
 - c. The hearing may be conducted by any person or persons designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of such person.
 - d. At his/her own expense, a lawyer or other representative may represent the participant.
 - e. The person who conducts the hearing may regulate its conduct in accordance with the PHA hearing proceedings.
 - f. The Housing Authority and the participant shall be given the opportunity to present evidence and may question any

witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

- h. The person who conducts the hearing shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the participant's individual circumstances shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.
- i. The Housing Authority is not bound by a hearing decision; (1) concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing as listed above or otherwise in excess of the authority of the person conducting the hearing under the hearing procedures listed above, and (2) contrary to HUD regulations or requirements, or otherwise contrary to Federal,
j. State, or local law.
If the Housing Authority determines that it is not bound by a hearing decision, the PHA shall promptly notify the participant of the determination and the reason for the determination.

Section 8 Rental Assistance Program “Portability Fact Sheet”



“Portability” means that your family is able to move out of this Housing & Redevelopment Authority’s jurisdiction and still use the Housing Choice Voucher.

Housing Choice Vouchers are portable in the jurisdiction of an HRA in anywhere the United States that is administering a tenant-based program.

If you want to move out of this HRA’s jurisdiction, you must contact your representative to arrange for portability transfer to the new HRA’s community. The new HRA will have the option of giving you one of their vouchers or billing us for administrative costs on your rental subsidy.

PORTABILITY FACTS YOU SHOULD KNOW:

You will need to complete an application with the new HRA. The new HRA may have some different rules, policies, deadlines, etc. and you will probably have to attend a briefing session as a new participant. This may result in a delay in receiving assistance.

Some HRA’s may require that you have a completed “Request for Lease Approval” for the new unit before you can transfer.

The new HRA may have a different utility allowance and rent limits, which will affect the amount of rent charged by the landlord in the voucher program, and the amount you pay towards rent.

You must be in good standing with this HRA or current with your repayment if you currently owe this HRA some monies before portability can be made.

If you need more time to find a unit you will need to contact this HRA to request an extension on your voucher.

Information contained in this HRA’s Section 8 file will be shared with the new HRA; including information about any monies you owe this HRA for damage, unpaid rent, and delinquencies under any repayment agreements with this HRA.

If you want to use the portability feature of your voucher, please contact your HRA representative.



Housing & Redevelopment Authority of Virginia, Minnesota

Phone 218-741-2610 * Fax 218-748-7067*

422 Pine Mill Court. Virginia, MN 55792-1146

Virginia HRA Housing Choice Voucher Program Statement of Responsibilities

Giving True and Complete Information

I certify that the information given to the Virginia Housing and Redevelopment Authority (HRA) on my application regarding my household composition, income, net family assets, allowances and deductions is accurate and complete to the best of my knowledge and belief.

Reporting Changes in Household Size

I certify that the members in my household that I have listed on my application are the **only** people that live/stay in my housing unit.

I understand that I must notify the HRA within thirty (30) days if anyone moves in or out of my housing unit (including any birth, adoption, or court-awarded custody of a child.) If I choose to add an additional adult to my household their income will also be added to the household income and my rent portion will be recalculated. I understand that failure to report changes in my household size to the HRA within thirty (30) days of the change **will** result in termination of my housing assistance.

I understand that I can have visitors stay with me on a “temporary” basis and I understand “temporary” is considered to be no more than thirty (30) consecutive days. I must get approval from the owner/manager if I plan to have someone stay with me for an extended time period. I understand that my housing assistance also could be terminated if I have unreported “visitors” who stay in my household for longer than thirty (30) consecutive days.

Reporting Changes in Income, Assets and Expenses

I understand that I am required to report if my household’s income increases. I am required to report these changes within ten (10) business days of the effective date of the change. The PHA will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family’s share of rent will change as a result of the increase. In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination. If at the time of the annual reexamination, it is not feasible to anticipate a level of income, for the next 12 months, the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Reporting Moves

I understand that I must notify the owner and HRA in writing before moving out of my rental unit. Notice must be in accordance with the lease. If the landlord agrees to end my lease prior to the end of the lease term, I must provide a written mutual termination of the lease signed by the owner and myself. (One can be provided by the HRA at your request).

I understand that if I want to receive assistance in another housing unit, I am required to give the HRA a proper thirty (30) day notice in writing. **(This applies even if I am moving to another apartment within the same building/complex).**

I understand a proper thirty (30) day notice means one month plus one day. Example: if you want to move July 1, notice must be received by May 31.

I understand that if I move without giving notice to the owner and the HRA, my Section 8 Rental Assistance **will be terminated.**

I understand that the HRA may deny permission to move with continued assistance if:

- The family has violated a family obligation (court ordered eviction);
- The family owes money for rent or damages to the landlord or any HRA;
- The family has not given proper notice.

Request for Tenancy Approval (RTA) Deadline

I understand that, when leasing of a new unit, I am required to submit a completed RTA with the information on my new housing unit to the HRA to start the assistance process.

Inspections

I understand that the HRA is required to inspect and approve all housing units of the Section 8 Program before assistance can begin in a unit, and at least annually thereafter. I know that I will be notified by mail of the date of the inspection at the time of my recertification. I understand I am required to make sure that the inspector can get into my unit for the inspection. **I understand that after two (2) missed inspection appointments my assistance will be terminated.**

I understand that failure to pay utilities or failure to provide and maintain any appliances that are required of me by the lease, or allowing any member of the household or guest to damage the unit or premises beyond normal wear and tear is in violation of the Housing Quality Standards (HQS). I understand that HQS violations caused by my household member or guests must be corrected within the time stipulated by the HRA. I understand the HRA may terminate assistance in accordance with the federal regulations for a violation of HQS caused by my family or guests.

Landlord Screening

Landlords are responsible for screening all prospective tenants for their ability to pay the rent, take care of the unit, and other lease responsibilities. I understand that the HRA must give prospective owners my current address, and also name and address of current and previous landlords, if known, to the HRA.

Upon request, the HRA must also supply any factual information or third party verification relating to the applicant/participant's history as a tenant, their ability to comply with material standard lease terms, any history of drug trafficking, drug-related criminal activity, or any violent criminal activity.

Lease Violations

I understand that I must give the HRA a copy of any eviction notice I receive **within ten (10) days of receipt of that**

notice. I understand that if I violate a provision of my lease and am evicted by a court ordered judgment on behalf of the owner, the HRA **will terminate** my Section 8 Rental Assistance.

I understand serious and/or repeated lease violations can jeopardize my ability to participate in the Section 8 Program.

Examples of lease violations include Damage to the unit beyond normal wear and tear, disturbance of neighbors, failure to pay rent or other landlord charges, unauthorized guests and family members, and drug-related or violent criminal activity.

I agree to allow previous and/or current landlords to share information about my tenancy with the HRA.

Landlord Claims for Unpaid Rent or Damages. Vacancy Loss – NEW SECTION 8 LEASES

I understand that if I vacate a unit with rent owed to the landlord, vacate without proper notice to the landlord, and/or with damages to the unit, the owner has the ability to withhold my security deposit and make a claim against me to cover any additional expenses. Under the new contract, the HRA has no liability to cover any of these expenses. It is between me and the landlord to resolve the issue(s).

I understand that if I owe additional expenses beyond my security deposit, I will be required to pay the debt in full or enter into a payment agreement with the property owner/manager with whom the debt exists before program assistance can be started at a new unit.

Missed Appointments

At the recertification time I will be mailed a notice to schedule an appointment. I must call to schedule a time for the appointment. **Rescheduling needs to be done before the appointment date.** If I do not make the second appointment, the Housing Authority will take action to terminate assistance payments. Two (2) missed appointments for any recertification may result in termination of my eligibility to participate in the program.

Absence from the Unit

I understand that I must notify the HRA of any absences from my unit that exceed thirty (30) days. I may continue to receive assistance during the absence for a maximum of 180 consecutive calendar days (6 months) if the absence is for a reasonable purpose and approved by the HRA. I understand I may be required to provide the HRA with the appropriate documentation as to the likelihood and timing of return to my unit. I understand that I must continue to pay my portion of the rent in my absence and that if I cannot pay my rent, I should give proper notice to vacate my unit.

Drug Related or Violent Criminal Activity Notice

I understand that the HRA cannot provide me with assistance if I or a member of my household has: (1) participated in a drug or violence activity, (2) been lawfully evicted from a rental property as a result of participating in a drug-related or violent criminal activity, (3) been found not eligible for rental assistance by another housing authority because of drug or violence activity.

No Duplicate Residence of Assistance/Own/Sublease

I certify that the unit rented under the Housing Choice Voucher Program will be my principal residence, and I will not obtain duplicate Federal, State or local housing assistance while I am on this current program.

I understand I must not own or have any ownership interest in the unit. I understand I must not reside in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of my family unless this has been pre-approved by the HRA.

I understand I cannot sublease, assign the lease, or transfer the unit.

National Portability

I understand that I may use my Section 8 rental assistance anywhere in the United States where a tenant based housing assistance program is administered. However, I understand that if I am receiving assistance for the first time, I **may** be required to live in the Virginia HRA's jurisdiction for the twelve (12) months prior to using the portability feature.

Cooperation

I understand I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes attending appointments, completing and signing needed forms (including evidence of citizenship or eligible immigration status), providing requested information in a timely manner and disclosing and verifying the Social Security numbers for all family members. **I understand that failure or refusal to do so will result in termination of assistance.**

I understand that the Virginia HRA may deny or terminate program assistance if any member of the family has engaged in, or threatened abusive or violent behavior toward Virginia HRA personnel.

I understand that false statements or information are punishable under Federal Law. I understand that false statements or information are grounds for termination of housing assistance and could result in theft and fraud charges under the state and federal law. The signature(s) below indicates that I/we understand all the policies and statements on all previous pages.

Signature and Date of All Household Adults (household members age 18 and older)

1. _____ Date _____
2. _____ Date _____
3. _____ Date _____
4. _____ Date _____

After verification by this Housing Agency, information will be submitted to the Department of Housing & Urban Form HUD-50058 (Tenant Data Summary), a computer-generated facsimile of the form or on magnetic tape. See the Federal Privacy Act Statement for more information about its used. If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll Free Hotline at 1-800-669-9777.

Copy offered to participant. _____



Housing & Redevelopment Authority of Virginia, Minnesota

Information and Privacy Notice/Tennessee Notice THERE ARE LAWS TO PROTECT YOUR RIGHTS TO INFORMATION AND PRIVACY

Under the Minnesota Government Practices Act (M.S. 13.01 through 13.88) you have the right to know:

A. WHAT IS THE PURPOSE AND INTENDED USE OF THE INFORMATION THE HRA COLLECTS?

Within the context of the HRA's Public Housing and Section 8, and other HRA programs, the information we collect from you or about you (or from other individuals or agencies authorized by you) is collected, used and disseminated for the administration and management of legally authorized programs. The information we collect about you is classified under Minnesota law as: (1) Public - anyone can see the information; (2) Private - only you and those authorized by law or by you can see the information; or (3) Confidential - you cannot see the information although those persons authorized by law can. The Private classification applies to most of the information we collect about you.

The purposes and uses of this information are for one or more the following reasons:

1. To help us determine whether you are eligible to participate or to continue to participate in the HRA's housing or other HRA program for which you have applied.
2. To enable us to establish the level of rent you must pay in accordance with federal law.
3. To assist the HRA in maintaining or upgrading its housing stock.
4. To enable the HRA to comply with legal requirements governing its and other agencies' legislative mandates.

B. YOUR RIGHTS WHEN SUPPLYING INFORMATION (M.S. 13.04)

The information you are asked to provide to the HRA is information necessary for our determination of your eligibility for housing (or other agency) program benefits. Collection of this information is authorized by the Federal Housing Act of 1937, as amended, and by the Minnesota Housing and Redevelopment Authority Act, M.S. 462.11, et seq. While you have the right to refuse to supply the information we request, the HRA may not be able to provide you with housing or other requested assistance. If you feel that certain information we request is an unwarranted invasion of your privacy, contact the HRA's Executive Director.

C. WHO HAS ACCESS TO THE PRIVATE INFORMATION WE COLLECT ABOUT YOU?

Depending upon the housing program and as authorized by state, local, or federal law, the information we maintain may be shared with:

1. U.S. Department of Housing and Urban Development
2. Minnesota Housing Finance Agency
3. HRA employees and contractors and HRA selected volunteer agencies serving you or your dwelling unit
4. Owner of Section 8 unit in which you reside
5. Health and Human Service Agencies
6. School Districts
7. Police, Sherriff and Fire Departments and Paramedics when an emergency situation or investigation requires the sharing of information
8. Utility companies servicing the City of Virginia and St. Louis County to insure that HRA rental units are maintained as required by the lease
9. U.S. Census Bureau
10. The City/Township and its' various departments in which you receive HRA assistance
11. Federal, State or Local auditors
12. Researchers who are granted access to the data for the purposes of preparing summary data
13. Other Local, State and Federal agencies as may be required by law





Housing & Redevelopment Authority of Virginia, Minnesota

If any criminal or civil investigation is begun regarding you or your family's receipt of benefits from this Agency or any other social service agency, information may also be shared with county, state, local or federal staff members who conduct such investigations pursuant to state and federal law. Information may also be shared with the appropriate judicial bodies.

We may deny parental access to private data when the minor, who is the subject of the data, requests that we deny such access. We may require the minor to submit a written request that the data be withheld. The written request shall set forth the reasons for denying parental access and shall be signed by the minor.

Unless otherwise authorized by statute or federal law, government agencies with whom we share private information must also treat the information as private. Other non-government agencies with which we share private information must likewise treat that information as private. When you are no longer being served by the HRA, we will keep your file only until state and federal retention requirements are met.

D. WHO HAS ACCESS TO THE CONFIDENTIAL INFORMATION WE COLLECT ABOUT YOU?

Information collected as part of the HRA's investigation in preparation for actual or potential litigation involving you is confidential information when it is contained in correspondence between the HRA and our attorney. Only the HRA and our attorney and those persons authorized by local, state and federal law may have access to the information. You do, however, have the right to know if information about you has been classified confidential.

E. WHAT INFORMATION DO YOU HAVE ACCESS TO?

You or your authorized representative or guardian may request to be shown information about you, that is maintained by the HRA and that is classified as private. There is no cost for this service, but there may be a copy charge for copies that you would like made.

According to Minnesota law, after you have been shown private information about yourself and have been informed of its meaning, the data need not be again shown to you for six months thereafter, unless a dispute or legal action concerning your privacy rights is pending or additional data about you has been collected.

F. HOW CAN YOU CONTEST THE ACCURACY OR COMPLETENESS OF INFORMATION IN YOUR FILE?

Write to us describing the nature of your disagreement. Send this information to:

Executive Director- Data Practices
Virginia HRA
PO Box 1146
442 Pine Mill Court
Virginia, MN 55792

We will act on your letter within thirty (30) days in accordance with the Minnesota Government Data Practices Act. If you have any other questions about your privacy rights, contact the HRA office at (218) 741-2610.

This is to acknowledge I have been given the above information.

Signature _____

Date _____





Housing & Redevelopment Authority of Virginia, Minnesota

RELEASE OF INFORMATION

Purpose

The above named organization may use this authorization and the information obtained with it, to administer and enforce programs rules and policies.

Authorization

The undersigned hereby authorize the release of information including documentation and other materials pertinent to eligibility for a participation under any of the following programs:

- Low-Income Rental Public Housing
- Section 8 Housing Assistance Payment Program
- Bridges Rental Assistance
- Loan Programs
- Family Self Sufficiency (FSS) Programs

The undersigned hereby authorizes the above named organization to obtain information about me or my family that is pertinent to eligibility for, anticipation of eligibility for, or continued occupancy in assisted housing programs.

I authorize only the Virginia Housing and Redevelopment Authority to obtain information on wages or unemployment compensation from State Employment Security Agencies.

Information covered may include but is not limited to the following:

- Child Care Expenses
- Credit History/Criminal History
- Family Composition
- Employment Income, Pensions and Assets
- Federal, State, Tribal or Local Benefits
- Handicapped Assistance Expenses
- Identity and Marital Status
- Social Security Number/Incomes
- Residences and Rental History
- These forms cannot be used to request a copy of tax returns. Instead, use IRS for 4506

Individual or Organizations That May Release Information

- Banks and other Financial Institutions
- Courts, Law Enforcement Agencies
- Probation Offices
- Employers, Past and Present
- Landlords, Past and Present
- Mental Health Centers

442 PINE MILL COURT, VIRGINIA MN 55792
Phone 218-741-2610
Fax 218-748-7067



- Range Mental Health
- Work Force Center
- AEOA
- Range Transitional Housing
- Arrowhead Center
- St.Louis County Fraud Investigations
- St.Louis County Child Protection Services
- St.Louis County Financial Services & Child Support
-

Providers of:

- Alimony, Child Care, Credit
- Handicapped Assistance Medical Care
- Pensions/Annuities
- Schools/Colleges
- U.S. Social Security Administration
- U.S. Department of Veteran Affairs
- Utility Companies: Virginia Public Utilities
- Welfare Agencies

I agree that the Virginia Housing and Redevelopment Authority may conduct computer-matching programs with other governmental agencies including Federal, State, Tribal, local agencies or organizations. Further, I authorize the Virginia Housing and Redevelopment Authority to share information received through this authorization with other agencies as part of the monitoring and enforcement of the program rules and policies of the Virginia Housing and Redevelopment Authority.

Conditions

I agree that the photocopies of these authorizations may be used for the purpose stated above for a period of fifteen (15) months from the date signed below.

If I do not sign this authorization, I also understand that my housing assistance or loan program may be declined or terminated.

Signature of Head of Household

Date

Signature of Other Adult

Date

442 PINE MILL COURT, VIRGINIA MN 55792
Phone 218-741-2610
Fax 218-748-7067



Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)
and the Housing Agency/Authority (HA)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Control Number 2577-0295
Expiration Date 1/31/2025

PHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

IHA requesting release of information: **(Cross out space if none)**
(Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing
Turnkey III Homeownership Opportunities
Mutual Help Homeownership Opportunity
Section 23 and 19(c) leased housing
Section 23 Housing Assistance Payments
HA-owned rental Indian housing
Section 8 Rental Certificate
Section 8 Rental Voucher
Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____ Head of Household	_____ Date		
_____ Social Security Number (if any) of Head of Household		_____ Other Family Member over age 18	_____ Date
_____ Spouse	_____ Date	_____ Other Family Member over age 18	_____ Date
_____ Other Family Member over age 18	_____ Date	_____ Other Family Member over age 18	_____ Date
_____ Other Family Member over age 18	_____ Date	_____ Other Family Member over age 18	_____ Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.



Housing & Redevelopment Authority of Virginia, Minnesota

St Louis County PHHS MFIP/GA/MSA Verification Form

Family Name _____ Social Security # _____ Case # _____

DOB: _____

Monthly Amounts Unless Specified

Please Return To: Greg Lee

greg@vhra.org

GA: \$ _____ SSI: \$ _____ Month of Re-exam _____

MSA: \$ _____ Social Sec: \$ _____

Food Portion \$ _____ RSDI: \$ _____

Wages: \$ _____

Other: \$ _____ How many people in the household? _____ Names: _____

MFIP: \$ _____ Family Wage Level \$ _____

Food Portion: \$ _____ Full Standard \$ _____

Over Payment Amounts

Total Owed \$ _____ Deducted Monthly \$ _____

Other Income

_____ Earned Income \$ _____

Child Support * (Please include a printout of child support received for the timeframe of at least 1 year)

Months Remaining: _____

Additional Comments: _____

.....
I, _____, hereby grant the Housing and Redevelopment Authority of
Virginia, MN to make inquiries regarding my income and assets. I understand that this info is for the
purpose of determining my eligibility and rent and will be kept confidential.

X
SIGNATURE _____

DATE _____

.....
Completed By: _____

(Thank you for all your help!!!)

Signature: _____ Date: _____



NSPIRE HCV/PBV INSPECTION CHECKLIST

PHA:	Address of Unit:
Family Identifier:	Owner:
Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner Contact Information:
Inspector:	Housing Type:
Date of Inspection:	Year Constructed:
Type of Inspection:	Number of Bedrooms:

Summary Decision on Unit (Pass/Fail):

Health & Safety Designation	Correction Timeframe (P/F)
LT	Life-Threatening - 24 Hours (Fail)
S	Severe - 30 Days (Fail)
M	Moderate - 30 Days (Fail)
L	Low - N/A (Pass)

*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule

Mark all that apply:

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.			M <input type="checkbox"/>	
Bathtub and Shower	Only 1 bathtub or shower is present and it is inoperable or does not drain.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the resident's ability to maintain personal hygiene.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Bathtub component or shower component is damaged, inoperable, or missing and it does not limit the resident's ability to maintain personal hygiene.	L <input type="checkbox"/>			
	Bathtub or shower cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
Cabinet and Storage	Food storage space is not present.*	*M <input type="checkbox"/>			
	Storage component is damaged, inoperable, or missing.	M <input type="checkbox"/>	L <input type="checkbox"/>		
Call-For-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	System does not function properly.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Carbon Monoxide	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	LT <input type="checkbox"/>			
	Carbon monoxide alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Ceiling	Ceiling has an unstable surface.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Ceiling has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Ceiling component(s) is not functionally adequate.	S <input type="checkbox"/>	S <input type="checkbox"/>		
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Chimney exhibits signs of structural failure.			LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Electric dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Dryer transition duct is constructed of unsuitable material.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Exterior dryer vent cover, cap, or a component thereof is missing.			L <input type="checkbox"/>	
Cooking Appliance	Cooking range, cooktop, or oven does not ignite or produce heat.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Primary cooking appliance is missing.*	*M <input type="checkbox"/>			
	A microwave is the primary cooking appliance and it is damaged.	S <input type="checkbox"/>			
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Door - Entry	Entry door will not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door self-closing mechanism is damaged, inoperable, or missing.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Hole, split, or crack that penetrates completely through entry door.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door is missing.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Entry door surface is delaminated or separated.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door frame, threshold, or trim is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Entry door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>		
Door - Fire	Fire labeled door does not open.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door seal or gasket is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Fire labeled door is missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Door - General	A passage door does not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	L <input type="checkbox"/>			
	An exterior door component is damaged, inoperable, or missing.			M <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Drain	Drain is fully blocked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Egress	Obstructed means of egress.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	LT <input type="checkbox"/>			
	Fire escape access is obstructed.	LT <input type="checkbox"/>			
Electrical - Conductor, Outlet, and Switch	Outlet or switch is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Testing indicates a three-pronged outlet is not properly wired or grounded.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Outlet does not have visible damage and testing indicates it is not energized.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Exposed electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Water is currently in contact with an electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Electrical - GFCI/AFCI	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	An unprotected outlet is present within six feet of a water source.*	*S <input type="checkbox"/>	*S <input type="checkbox"/>	*S <input type="checkbox"/>	
Electrical - Service Panel	Electrical service panel is not readily accessible.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	The overcurrent protection device is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	The overcurrent protection device is contaminated.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Elevator	Elevator is inoperable.		M <input type="checkbox"/>		
	Elevator door does not fully open and close.		M <input type="checkbox"/>		
	Elevator cab is not level with the floor.		M <input type="checkbox"/>		
	Safety edge device has malfunctioned or is inoperable.		M <input type="checkbox"/>		
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.		LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Fence and Gate	Fence component is missing.			M <input type="checkbox"/>	
	Gate does not open, close, latch, or lock.			M <input type="checkbox"/>	
	Fence demonstrates signs of collapse.			M <input type="checkbox"/>	
Fire Escape	Fire escape component is damaged or missing.			LT <input type="checkbox"/>	
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher service tag is missing, illegible, or expired.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher is damaged or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Flammable and Combustible Item	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Floor	Floor substrate is exposed.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Floor component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Food Preparation	Food preparation area is not present.*	*M <input type="checkbox"/>			
	Food preparation area is damaged or is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Foundation	Foundation is cracked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation is infiltrated by water.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Foundation support post, column, beam, or girder is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation vent cover is missing or damaged.			M <input type="checkbox"/>	
Garage Door	Garage door has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Garage door does not open, close, or remain open or closed.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Guardrail	Grab bar is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Guardrail is missing or not installed.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	
	Guardrail is not functionally adequate.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Handrail	Handrail is missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not installed where required.		L <input type="checkbox"/>	L <input type="checkbox"/>	
HVAC	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.*	*LT <input type="checkbox"/>			
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	*S <input type="checkbox"/>			
	Air conditioning system or device is not operational.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Unvented space heater that burns gas, oil, or kerosene is present.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>		
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Heating system or device safety shield is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>		
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is inoperable.		M <input type="checkbox"/>		
Infestation	Evidence of cockroaches.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive cockroach infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of bedbugs.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive bedbug infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of mice.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Extensive mouse infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Evidence of rats.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Extensive rat infestation.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Evidence of other pests.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Leak - Gas/Oil	Natural gas, propane, or oil leak.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Leak - Sewage	Blocked sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Leak in sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Cap to the cleanout or pump cover is detached or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Cleanout cap or riser is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Leak - Water	Environmental water intrusion.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Plumbing leak.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
	Fluid is leaking from the sprinkler assembly.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		S <input type="checkbox"/>	S <input type="checkbox"/>	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			M <input type="checkbox"/>	
Lighting - Interior	A permanently installed light fixture is inoperable.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A permanently installed light fixture is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>		
Litter	Litter is accumulated in an undesignated area.		M <input type="checkbox"/>	L <input type="checkbox"/>	
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	*M <input type="checkbox"/>			
Mold-Like Substance	Presence of mold-like substance at moderate levels is observed visually.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Presence of mold-like substance at high levels is observed visually.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Presence of mold-like substance at extremely high levels is observed visually.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Elevated moisture level.	M <input type="checkbox"/>	L <input type="checkbox"/>		
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
	Parking lot has ponding.			M <input type="checkbox"/>	
Potential Lead-Based Paint Hazards - Visual Assessment	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.			M <input type="checkbox"/>	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.			S <input type="checkbox"/>	
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.			S <input type="checkbox"/>	
	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
Refrigerator	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator component is damaged such that it impacts functionality.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator is missing.*	*M <input type="checkbox"/>			

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Retaining Wall	Retaining wall is leaning away from the fill side.			M <input type="checkbox"/>	
	Retaining wall is partially or completely collapsed.			M <input type="checkbox"/>	
Roof Assembly	Restricted flow of water from a roof drain, gutter, or downspout.			M <input type="checkbox"/>	
	Gutter component is damaged, missing, or unfixed.			M <input type="checkbox"/>	
	Roof surface has standing water.			M <input type="checkbox"/>	
	Substrate is exposed.			M <input type="checkbox"/>	
	Roof assembly has a hole.			M <input type="checkbox"/>	
	Roof assembly is damaged.			M <input type="checkbox"/>	
Sharp Edges	A sharp edge that can result in a cut or puncture hazard is present.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Sidewalk, Walkway, Ramp	Sidewalk, walkway, or ramp is blocked or impassable.			M <input type="checkbox"/>	
	Sidewalk, walkway, or ramp is not functionally adequate.			M <input type="checkbox"/>	
Sink	Sink or sink component is damaged or missing and the sink is not functionally adequate.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Water is directed outside of the basin.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Sink is not draining.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink component is damaged or missing and the sink is functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Cannot activate or deactivate hot and cold water.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is missing or not installed within the primary kitchen.*	*M <input type="checkbox"/>			
Site Drainage	Water runoff is unable to flow through the site drainage system.			L <input type="checkbox"/>	
	Erosion is present.			L <input type="checkbox"/>	
	Grate is not secure or does not cover the site drainage system's collection point.			M <input type="checkbox"/>	
Smoke Alarm	Smoke alarm is not installed where required.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>		
	Smoke alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Smoke alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Sprinkler assembly has evidence of corrosion.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Stairs	Tread is missing or damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Stringer is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Steps and Stairs	Step or stair is not functionally adequate.			M <input type="checkbox"/>	
Structure	Structural system exhibits signs of serious failure.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Toilet	Only 1 toilet was installed, and it is missing.	LT <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Only 1 toilet was installed, and it is damaged or inoperable.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet is not secured at the base.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Toilet cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
Trash Chute	Chute door does not open or self-close and latch.		M <input type="checkbox"/>		
	Chute is clogged.		M <input type="checkbox"/>		
Trip Hazard	Trip hazard on walking surface.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Ventilation	Exhaust system does not respond to the control switch.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system has restricted airflow.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system component is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Bathroom does not have proper ventilation or dehumidification.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Wall - Exterior	Exterior wall covering has missing sections of at least 1 square foot per wall.			M <input type="checkbox"/>	
	Exterior wall has peeling paint of 10 square feet or more.			M <input type="checkbox"/>	
	Exterior wall component(s) is not functionally adequate.			M <input type="checkbox"/>	
Wall - Interior	Interior wall has a loose or detached surface covering.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Water Heater	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	No hot water.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Chimney or flue piping is blocked, misaligned, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Gas shutoff valve is damaged, missing, or not installed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Window	Window will not open or stay open.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window cannot be secured.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Window component is damaged or missing and the window is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Note: This checklist is not a standards form and is not required for use. The form or its data should not be submitted to HUD, and will not be collected or maintained by HUD. No PII data should be submitted, nor will it be collected.

The housing authority or owner is responsible for compliance with the HUD NSPIRE Standards per the NSPIRE Final Rule (88 FR 30442) and accompanying Federal Register Notices (88 FR 40832, 88 FR 66882).

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. 04/30/2026

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.

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 <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

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

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

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

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)

DECLARATION OF SECTION 214 STATUS

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for or recipient of housing assistance must be lawfully within the United States. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, _____ certify, under penalty of perjury, that to the best of my knowledge, I am lawfully within the United States because:

☐ I am a citizen by birth, naturalized citizen or national of the United States.

OR:

☐ I have eligible immigration status and I am 62 years of age or older (attach proof of age).

OR:

☐ I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.

☐ Immigrant status under #1001(a)(15) or 101(a)(20) of the INA

OR:

☐ Permanent residence under #249 of INA

OR:

☐ Refugee, asylum or conditional entry status under #207, 208 or 203 of the INA

OR:

☐ Parole status under #212(d)(f) of the INA

OR:

☐ Threat to life of freedom under #243(h) of the INA

OR:

☐ Amnesty under #254 of the INA

Signature of Family Member

Date

☐ Check box if signature of adult residing in the unit is responsible for a child named on statement above.

HA: Enter INS/SAVE Primary Verification # _____ Date _____

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

[See reverse side for footnotes and instructions]

The following footnotes pertain to noncitizens that declare eligible immigration status in one of the following categories:

Eligible immigration status and 62 years of age or older: For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.

Immigrant status under 101(a)(15) or 101(a)(20) of INA: A noncitizen lawfully admitted for permanent residence, as defined by 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively [immigrant status]. This category includes a noncitizen admitted under 210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status] who has been granted lawful temporary resident status.

Permanent residence under 249 of INA: A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under 249 of the INA (8 U.S.C. 1259) [amnesty granted under INA 249].

Refugee, asylum or conditional entry status under 207, 208 or 203 of INA: A noncitizen who is lawfully present in the U.S. pursuant to an admission under 207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated under 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].

Parole status under 212(d)(5) of INA: A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under 212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [parole status].

Threat to life or freedom under 245(a) of INA: A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under 243(h) of the INA (8 U.S.C. 1253(h)) [threat to life or freedom].

Amnesty under 245(a) of the INA: A noncitizen lawfully admitted for temporary or permanent residence under 245(a) of the INA (8 U.S.C. 1255(a)) [amnesty granted under INA 245(a)].

Instructions to Housing Authority: Following verification of status claimed by persons declaring eligible immigration status (other than for noncitizens age 62 or older and receiving assistance on June 19, 1995), the HA must enter INS/SAVE Verification Number and date that it was obtained. An HA signature is not required.

Instructions to Family Member for Completing Form: On opposite page, print or type first name, middle initial(s) and last name. Place an "x" in the appropriate boxes. Sign and date at bottom page. Place an "X" in the box below the signature if the signature is by the adult residing in the unit who is responsible for the child.

Housing & Redevelopment Authority of Virginia, Minnesota

Section 8 Tenant-Furnished Utilities: To calculate the utility allowance, first locate the actual bedroom size and the type of unit, then enter the amount of the allowance listed which the tenant pays. Utilities must be separately metered.

Tenant Name									Tenant #			Voucher Size			Actual # of BRs			
A=Apartment SF=Single Family D=Duplex									Effective date: July 1, 2024									
Actual Bedrooms	0 BR			1 BR			2 BR			3 BR			4 BR			5 BR		
	A	SF	D	A	SF	D	A	SF	D	A	SF	D	A	SF	D	A	SF	D
HEATING:																		
Bottle Gas	69	93	83	87	115	88	107	153	128	135	181	153	168	208	192	184	225	210
Natural Gas	29	40	36	38	50	38	46	66	55	58	78	66	72	90	83	79	97	91
Oil	107	152	130	134	192	162	169	238	202	210	296	251	267	375	319	333	468	398
Electric	20	50	47	32	58	56	39	74	64	48	83	74	62	99	91	69	106	99
Steam	58	68	65	81	95	86	104	122	110	127	150	135	138	163	147	151	177	159
Enter Heating																		
WATER HEATING:																		
Bottle Gas	17			19			28			37			45			51		
Natural Gas	7			8			11			14			18			20		
Oil	25			35			44			53			61			72		
Electric	19			23			32			45			53			66		
Steam	13			17			22			23			36			42		
Enter Water Heating																		
OTHER UTILITIES:																		
Lights/Other Electric	19			23			29			41			46			54		
Cooking	7			9			13			18			20			25		
Water and Sewer	66			82			103			118			130			160		
Trash	26			26			26			26			26			26		
Owns Range	3			3			3			3			3			3		
Owns Refrigerator	3			3			3			3			3			3		
Total Other Utilities		0			0			0			0			0			0	
Total Allowance		0			0			0			0			0			0	
+ Rent																		
=Gross Rent		0			0			0			0			0			0	
Payment Standard		702			860			1050			1337			1701			1956	
Fair Market Rent		762			868			1113			1485			1889			2172	

WORKSHEET FOR HOUSING CHOICE VOUCHER PROGRAM COMPUTATIONS

MAXIMUM HOUSING VOUCHER SUBSIDY		
Monthly Adjusted Income:		
Applicable payment standard [new lease:lower of PS or GR]:		
Lessor of: Payment Standard or Gross Rent:	0	#1
TTP:		#2
Maximum subsidy:Payment standard(#1) minus TTP(#2):	0	#3
TOTAL FAMILY CONTRIBUTION(TFC) & TOTAL SUBSIDY		
Gross Rent Calculation:	Rent to owner (rent with utilities included):	#4
	Utility allowance (for utilities not included):	#5
Gross rent:	Rent to owner(#4) plus utility allowance(#5):	0 #6
Total Family Contribution:	Gross rent(#6) minus maximum subsidy (#3):	0 #7
Total Voucher Subsidy:	Lessor of: Gross rent(#6)minus TFC(#7):	0 #8
	OR Maximum voucher subsidy (#3):	0 #8
HOUSING ASSISTANCE PAYMENT AND UTILITY REIMBURSEMENT		
HAP to Owner: Lessor of Total voucher subsidy(#8) OR Rent to Owner(#4):	0	#9
Utility Reimbursement to Family: Total voucher subsidy(#8) minus HAP(#9):	0	#10
TENANT RENT		
Tenant rent: Rent to Owner(#4) minus HAP(#9):	0	#11
AFFORDABILITY CHECK (new admissions & moves)		
Affordable Rent:	Times 40%:	0
[] yes [] no	TFC (# 7):	0



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address.

Remember, you may receive rental assistance at only one home!

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

February 2010

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home **prior** to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute **and** request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute **and** request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/ph/thiip/iviv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any record keeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 06/30/2026.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:

**I hereby acknowledge that the PHA provided me with the
*Debts Owed to PHAs & Termination Notice:***

Signature

Date

Printed Name

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

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

OMB Approval No. 2577-0169
exp. 04/30/2026

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

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

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
 - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

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

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

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

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

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. 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 Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

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

Section 4: Household Members

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

Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6: Initial Rent to Owner

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

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

The owner shall provide or pay for the utilities/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		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

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**
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

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

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

8. Owner Certification

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

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the 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.

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.

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

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.

**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).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

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

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

i. Actual and Imminent Threats:

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

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

changes in the lease other than as specified in paragraph b.

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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



Report Housing Discrimination

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- ☐ Because of race
- ☐ Because of color
- ☐ Because of religion
- ☐ Because of national origin (including limited English proficiency)
- ☐ Because of disability
- ☐ Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- ☐ Other reason (explain below)

- ☐ **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**



QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name):		
Last name:		
Relationship to you: (e.g. landlord, lender, real estate agent)		
Address:		
Business name or job title:		
Phone number 1:	Phone number 2:	
Email address:		
Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:

☐ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:



QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

☐ The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page



What happened? (continued):

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name:	Last name:	
Phone number:	<input type="checkbox"/> Cell phone?	
Email address(es):		
Preferred contact: <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Other		
Best time to call: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon Preferred language(s):		
Street address:		Apt. or unit:
City:	State:	ZIP:

Your mailing address

Street Address:		Apt. or unit:
City:	State:	Zip:

Second Point of Contact

First name:	Last name:
Phone number:	Email address:

Relationship to you (optional)

- ☐ Family member or friend
- ☐ Attorney
- ☐ Fair housing advocate or representative
- ☐ Other



FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

Submit online at www.hud.gov/fairhousing/fileacomplaint or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)

CT, ME, MA, NH, RI, VT

Mail:

FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222

Email: ComplaintsOffice01@hud.gov

Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)

NJ, NY, Puerto Rico, Virgin Islands

Mail:

FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278

Email: ComplaintsOffice02@hud.gov

Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)

DE, DC, MD, PA, VA, WV

Mail:

FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107

Email: ComplaintsOffice03@hud.gov

Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)

AL, FL, GA, KY, MS, NC, SC, TN

Mail:

FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303

Email: ComplaintsOffice04@hud.gov

Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)

IL, IN, MI, MN, OH, WI

Mail:

FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604

Email: ComplaintsOffice05@hud.gov

Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)

AR, LA, NM, OK, TX

Mail:

FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102

Email: ComplaintsOffice06@hud.gov

Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)

IA, KS, MO, NE

Mail:

FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101

Email: ComplaintsOffice07@hud.gov

Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)

CO, MT, ND, SD, UT, WY

Mail:

FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202

Email: ComplaintsOffice08@hud.gov

Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)

AZ, American Samoa, CA, Guam, HI, NV

Mail:

FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104

Email: ComplaintsOffice09@hud.gov

Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)

AK, ID, OR, WA

Mail:

FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104

Email: ComplaintsOffice10@hud.gov

Fax: Call (206) 220-5170 for assistance



Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529-0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.



Housing & Redevelopment Authority of Virginia, MN

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Public Housing, Section 8 and Rental Assistance Programs are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under, Public Housing, Section 8 and Rental Assistance Programs, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under Public Housing, Section 8 and Rental Assistance Programs, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under Public Housing, Section 8 and Rental Assistance Programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for

reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD Minneapolis Field Office, International Centre, 920 Second Avenue South, Suite 1300, Minneapolis, MN 55402-4012, toll-free: (800)955-2232, phone: (612)370-3000, TTY: (612)370-3186.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact the Housing and Redevelopment Authority of Virginia, MN at (218)741-2610.

Tenants/Clients who have experienced domestic violence, dating violence, sexual assault or a victim of assault are encourage to contact a provider as indicated below.

Domestic & Dating Violence:

Tenants who are or have been victims of domestic violence are encouraged to contact one of the following providers:

1. Advocates for Family Peace at (218)263-8344 or (800)909-8336. Advocates for family peace is a local St. Louis County service provider.
2. National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Sexual Assault:

Tenants who have been victims of sexual assault are encouraged to contact one of the following providers:

1. Sexual Assault Program at (218)749-4725, 800-300-3102 or call/text (218)780-7227 24-hours per day, 7 days per week. Sexual Assault Program is a local St. Louis County service provider.
2. Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Victims of Stalking:

Tenants who are or have been victims of stalking are encouraged to contact one of the following providers:

1. Advocates for Family Peace at (218)263-8344 or (800)909-8336. Advocates for family peace is a local St. Louis County service provider.
2. National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.