

Walla Walla Housing Authority

Owner's Guide to the Housing Choice Voucher Program



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This publication is designed to provide accurate information in regard to WWHA's Housing Choice Voucher Program. It is distributed with the understanding that the WWHA is not engaged in rendering legal, accounting, or other professional services. If legal advice or other expert assistance is required, seek the services of a competent professional.

WWHA's Housing Choice Voucher Program Three-Way Partnership

WWHA's Responsibilities:	Owner Responsibilities:	Family Responsibilities to the Owner and WWHA:
<ul style="list-style-type: none"> • Determine family eligible for Housing Choice Voucher participation. • Approve units and leases. • Review and approve rental amount for each unit. • Determine family eligibility annually. • Inspect subsidized units annually. • Conduct special inspections. • Ensure landlords and families comply with program rules. • Provide families and landlords with prompt, professional service. • Calculate family share of the rent and the Housing Assistance Payment (HAP). • Issue Housing Assistance Payments (HAP) in a timely manner. • Establish utility allowances. 	<ul style="list-style-type: none"> • Screen families who apply to determine suitability as renters. • Comply with Fair Housing laws. • Maintain the housing unit by making necessary repairs, in accordance with State law and Housing Quality Standards. • Comply with the terms of the HAP Contract. • Collect the rent due from the family. • Comply with and enforce the lease. 	<ul style="list-style-type: none"> • Abide by the terms of the lease. • Pay rent on time. • Maintain and take care of the housing unit. • Provide utilities that are not furnished by the landlord. • Keep utility accounts current. • Be responsible for damages to the unit or premises beyond normal wear and tear. • Abide by WWHA Family Obligations.



CHAPTER 1: The Housing Choice Voucher Rental Assistance Program Overview

The Housing Choice Voucher Program (HCVP) is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Housing assistance is provided on behalf of the family or the individual; participants are able to find their own housing including single-family homes, townhouses, and apartments. The participant is free to choose any housing that meets the requirements of the program.

Throughout this Guide, "voucher program" may be used to refer to the HCVP for simplification.

Housing Choice Vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of their choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety as determined by the PHA. A housing subsidy is paid directly to the landlord on behalf of the participating family. The family is responsible for paying the difference between the actual rent charged by the landlord and the amount subsidized by the program.

Housing Choice Voucher Program Landlords Help:

- Maintain housing stock in the community.
- Foster upward mobility for families of low income.
- Foster stability in neighborhoods.

The PHA will Disapprove the Owner for the Following Reasons:

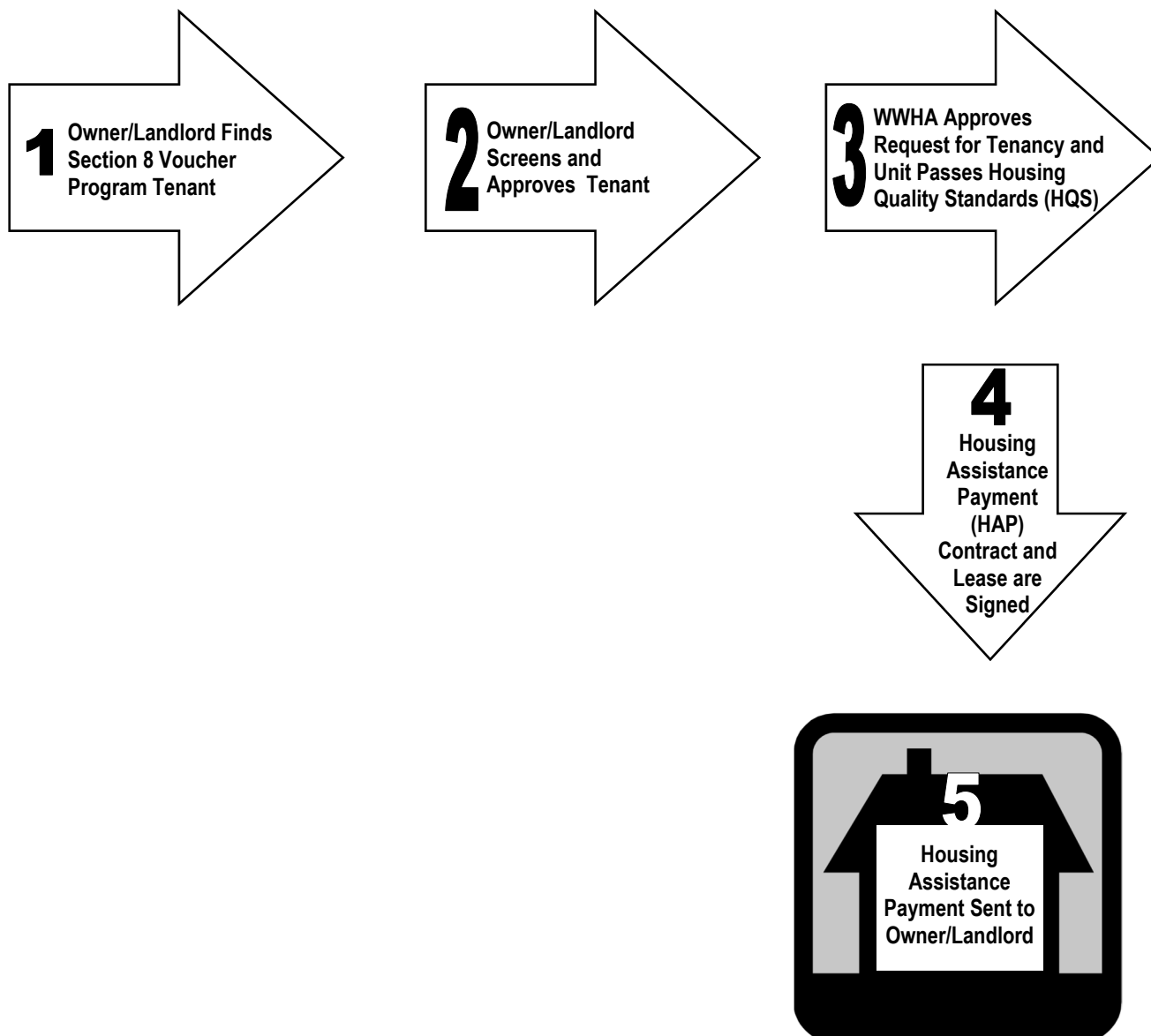


- HUD has informed the PHA that the landlord has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the landlord for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed the PHA that a court or administrative agency has determined that the landlord has violated the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- Unless their lease was effective prior to June 17, 1998, the landlord may not be a parent, child, grandparent, grandchild, sister, or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the landlord and tenant bear the same last name, the PHA may, at its discretion, require the family and/or landlord to certify whether they are related to each other in any way.
- The landlord has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The landlord has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
- The landlord has engaged in drug-related criminal activity or any violent criminal activity.
- The landlord has a history or practice of non-compliance with the Housing Quality Standards (HQS) for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance, or leased under any other Federal housing program.
- The landlord has a history or practice of renting units that fail to meet State or local housing codes.

CHAPTER 2: Five Easy Steps to Becoming a Housing Choice Voucher Program Landlord

As a participating landlord in the Housing Choice Voucher Program, you are required to maintain your rental unit in compliance with local housing codes, as well as HUD-established Housing Quality Standards (HQS) guidelines. It is the landlord's responsibility to screen and select a tenant, execute the lease, execute the Housing Assistance Payment (HAP) Contract, collect a security deposit, and collect the family's portion of the rent.

Become a Housing Choice Voucher Program Landlord in 5 Easy Steps:



Step 1: Find a Housing Choice Voucher Program Tenant

A family must locate a housing unit that meets the program guidelines. A family may choose to move anywhere within Walla Walla or Columbia Counties, provided the unit meets Housing Quality Standards and the rent is deemed “reasonable” by WWHA and acceptable to the owner.

WWHA will issue the participating family a voucher. The owner is responsible to check the expiration date on the voucher. In addition, the owner should consider the size of the unit in relation to the applying family.

For a unit to be approved, it must meet the following requirements:

- The rent for the unit must be appropriate for the type, size, condition, and location of the unit.
- The unit must pass Housing Quality Standards (HQS) Inspection.
- The landlord must be willing to enter into a contract with WWHA and comply with program rules.

Step 2: Owner/Landlord Approves Tenant

The owner is responsible for screening and selecting a suitable family for tenancy. WWHA certifies that the family is eligible to receive Housing Choice Voucher assistance.

The owner should use the same screening procedures used for non-subsidized tenants. The owner is under no obligation to lease to a family with a Housing Choice Voucher. However, the owner may not discriminate against any prospective tenant on the basis of age, race, creed, color, sex, religion, disability, national origin, family status or source of income. With written consent from the tenant, WWHA will provide prospective landlords with names and phone numbers of current and previous landlords.

The owner should review the family’s voucher for expiration date and bedroom size approval. Note: if the unit is larger or smaller than the family’s approved voucher size, it does not necessarily mean the unit will not qualify.

It is the family’s responsibility to complete the Request for Tenancy Approval (RTA) form and submit it along with a blank copy of the lease agreement for WWHA approval. The HUD Tenancy Addendum must be signed and attached to all leases submitted by owners. An inspection will be scheduled once the RTA has been submitted and approved.

According to Washington State Law, (Chapter 59.18 RCW, Residential Landlord-Tenant Act), a landlord shall permit, upon request, at the expense of the person with disability, reasonable modifications necessary to afford the person with a disability full enjoyment of the housing accommodations.

STEP 3: WWHA APPROVES REQUEST FOR TENANCY AND UNIT PASSES HQS

Actions Before Lease Term

The following must always be completed prior to the beginning of the initial term of the lease for a unit:

- The PHA has inspected the unit and determined it satisfactory to HQS guidelines.
- The PHA has determined the landlord has established a reasonable rent.
- The PHA has approved leasing the unit in accordance with program requirements.
- The landlord and tenant have executed the lease, including the HUD-prescribed tenancy addendum.
- When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

Lease Review

WWHA will review the lease, particularly noting the qualifications of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances, and optional services must correspond to those provided on the Request for Tenancy Approval. The HUD-prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

The Lease Must Specify:

- Owner and tenants' names that will reside in the unit.
- The address of the rental unit (including apartment number, if applicable).
- The amount of the monthly rent due to the owner.
- The utilities and appliances to be supplied by the owner.
- The utilities and appliances to be supplied by the family.

Unit Approval

All units must pass a Housing Quality Standards (HQS) Inspection prior to the execution of the Housing Assistance Payment Contract. The unit must also pass an annual HQS Inspection.

WWHA encourages owner participation in the HQS Inspection. When the unit passes the HQS Inspection, WWHA will approve the unit for assistance at the rent WWHA determines reasonable. Payments cannot cover a time period prior to both the unit passing an inspection and the tenant having keys. If the unit fails to pass inspection within the prescribed timeframe (not usually more than 30 days), WWHA will void the Request for Tenancy and the family may select another unit. An HQS Inspection Checklist is provided in the back of this Guide.

STEP 4: HAP CONTRACT AND LEASE ARE SIGNED

Housing Assistance Payment (HAP)
(portion paid by WWHA)



Family Rent to Owner
(portion paid by The Family)



RENT TO OWNER
(Paid monthly under HAP Contract)

If the unit passes the HQS Inspection and the rent is deemed reasonable by WWHA and acceptable to the owner, then WWHA will offer the owner a **Housing Assistance Payment Contract (HAP Contract)**.

The “**Rent to Owner**” is the complete monthly rent payable to the owner under the terms of the lease including HAP payment and tenant rent:

HOUSING ASSISTANCE PAYMENT is the monthly assistance payment by the WWHA to the owner for rent under the terms of the lease.

FAMILY RENT TO OWNER is the amount payable by the family as rent to the owner. Generally, the family pays approximately 30% of adjusted gross income. However, this amount will vary based on the family’s responsibility for utility payments.

To determine if the rent proposed by the owner is reasonable, WWHA is required to compare the proposed rent to the rent charged for comparable “unassisted” or unsubsidized units in the area. WWHA will compare size, location, quality, amenities, housing services, age of the unit, unit type, maintenance and utilities with comparable rental units in the same neighborhood.

HUD TERMS USED FOR RENT DETERMINATION:

Utility Allowance

A utility allowance is the estimate of the average monthly utilities expenditure necessary for a household. If utilities are included in the rent, there will not be an allowance. Allowances vary by unit size and type of utility. The landlord is responsible for utility payments for properties with two or more units that are not separately metered.

Fair Market Rent (FMR)

Figures are determined by HUD and represent the mid-range value for rents in the area according to bedroom size.

Payment Standards

The maximum Housing Choice Voucher assistance payment for a family based on established payment standards for the bedroom size of the unit for which the family has qualified. Payment standards are determined by the WWHA Board of Commissioners.

HOW THE RENT IS DETERMINED:

- The owner requests what he or she charges for rent for the unit when no subsidy is involved.
- WWHA compares that figure to similar units in the same neighborhood to determine whether the requested rent is “reasonable”. All rents are adjusted to reflect utilities paid by the tenant.
- This figure is compared against the “payment standard,” or the maximum amount the WWHA can pay for a family according to bedroom size for which the family has qualified.

- The tenant pays approximately 30% of the household income toward rent in the first contract year; WWHA pays the balance.
- Tenants cannot pay more than 40% of their adjusted income toward rent in the first year. If the rent for the unit and the tenant's income are such that the tenant would be paying more than 40%, the tenant must find another unit that charges a lower rent.

The lease is executed between the owner and the family and it runs concurrently with the HAP Contract. The HAP Contract is executed between WWHA and the property owner. When the HAP Contract ends, so does the lease (and vice versa).

The initial term of the lease must be for six months or one year.

The lease may provide for automatic renewal after the initial term on a month-to-month basis.

WWHA will not authorize the family to move during the first term without written release from the landlord. After the first year of the lease, the family may terminate the tenancy in accordance with the terms of the lease. All new and revised leases are subject to WWHA approval.

SECURITY DEPOSITS

Families are responsible for payment of security deposits, if charged by the owner. In the WWHA Housing Choice Voucher Program, the security deposit may not exceed deposit amounts charged in the private market practice and may not exceed deposit amounts charged to unassisted tenants.

Step 5: Housing Assistance Payment (HAP) to Owners

Once the HAP Contract and the lease are signed, WWHA will make the initial payment and will continue to make monthly payments to the owner, as long as the family continues to meet eligibility criteria and the unit qualifies under the program.

WWHA will make Housing Assistance Payments directly to the owner by automatic direct deposit. The owner is responsible for collecting the family's portion of the rent.

CHAPTER 3: Annual Requirements of the Housing Choice Voucher Program

HUD requires that the following events take place annually:

1) Annual Re-certification

The family must be re-certified annually to determine continued eligibility for the program and the correct level of assistance based on household income and family composition. The owner will receive notice of any change in the Tenant Rent or Housing Assistance Payment.

2) Annual Housing Quality Standards Inspection

Housing Quality Standards (HQS) represent the minimum nationwide standards established by HUD. The unit must be inspected and meet Housing Quality Standards at least every two (2) years. However, an inspection may occur more frequently if a life-threatening violation is reported or a municipality or other party requests a special inspection.

If the unit fails an HQS inspection, the owner must take corrective action within the specified period of time, unless WWHA approves an extension. If corrective action is not taken, WWHA will abate (stop) the HAP payment. If an HQS violation is life threatening, the owner must correct the defect within 24 hours. If repairs are not made on the 24-hour emergency items, WWHA will abate the HAP payment and terminate the HAP Contract effective the end of the following month.

If it is determined the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, unless WWHA approves an extension. If corrective action is not taken, WWHA may terminate the family's assistance.

If it is determined the HQS deficiencies are the owner's responsibility, corrective action must be taken within 30 days, unless WWHA approves an extension. If corrective action is not taken, WWHA may terminate the HAP Contract.

Special Inspections

Tenants can request a special inspection after requesting work to be done by the owner, if the work is not completed in a timely manner. However, owners may request a special inspection for damages.

Abatement Means "STOP PAYMENT" of All Landlord Checks

If at any time it is determined that the unit does not meet HQS, WWHA will notify the owner in writing and provide a reasonable period of time in which to make repairs. If repairs are not made within the specified time period, WWHA is required to abate (stop) HAP payments. If a payment is abated, the family is still responsible for their portion of the rent only. WWHA will not make the HAP payment.

If the unit does not meet HQS, HAP payments will not resume until repairs are made. Furthermore, there will be no retroactive payments for the period of time for which the unit has been under abatement for non-compliance with HQS.

Local Housing Codes

If WWHA receives notice from a municipality that a unit is in serious violation of a housing code, WWHA will proceed with a Special Inspection. If documented deficiencies are not corrected within the time allotted by WWHA (usually 30 days), the unit will be abated. If an HQS breach is life threatening, the owner must correct the defect within 24 hours.

Rent Adjustments

1. The owner may not increase the rent during the first term of the lease. After the first lease term, the owner may request a rent adjustment by submitting a minimum 60-day notice to the tenant AND to WWHA.
2. Requests for rent adjustments must be made to the WWHA in writing. Requests must be submitted at least 60 days prior to the contract anniversary date.
3. All increases in rent must be deemed "reasonable".
4. WWHA will provide written notice to both the landlord and the family of any adjustments to HAP payments or the family's contribution.

CHAPTER 4: Lease and HAP Contract Termination

The HAP Contract Terminates IF:

THE OWNER EVICTS THE FAMILY

The owner may evict the family only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give WWHA a copy of any eviction notice or lease termination given to the family.

THE FAMILY TERMINATES THE TENANCY

The family may terminate the tenancy at any time after the first term of the lease with proper notice to the owner. Proper notice is defined in the lease.

THE FAMILY MOVES FROM THE UNIT

A family is required to give the owner notice in accordance with the lease terms before moving from a unit. Washington State law requires that at least a 20-day written notice is given. After the first term of the lease, WWHA will allow a family to move if they have not already entered into a new lease. Upon request, a family will be issued a new voucher to move within 60 days of issuance. Housing assistance payments will only be paid while the family is living in the contract unit.

WWHA TERMINATES THE FAMILY'S ASSISTANCE

WWHA will provide both the owner and the family with advance written notice if the family is being terminated from the program.

When the family is terminated from the Housing Choice Voucher Program, the HAP Contract automatically terminates and the tenancy then becomes "unassisted".

CHAPTER 5: Lead-Based Paint Regulations

Lead-based paint rules apply to all housing constructed before 1978



ALL tenants must be provided with a copy of the HUD/EPA pamphlet, *“Protect Your Family from Lead in Your Home”*. This document, EPA747-K-9401 is available through the Government Printing Office. (Photocopies are permissible.) (See below for Lead-Based Paint Regulations.)

The owner and the family must complete and sign a *“Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards”* form. This form must be kept on file by the landlord for at least three (3) years. The owner is required to disclose any known lead-based paint hazards to the family.

Conditions Requiring Clearance Testing

Testing for lead is required if all three of the following conditions exist:

- Unit was constructed before 1978.
- A child under the age of 6 is living in the unit or routinely at the unit, or there is a pregnant occupant.
- Defective paint, e.g. chipping, peeling, chalking, flaking paint or clear finish.

For more information on project-based requirements and/or lead paint in general, visit the HUD website at www.hud.gov.

During inspections, all units with deteriorated or damaged paint, meeting the above conditions, will be assumed to have lead-based paint (LBP) unless the paint has been tested and deemed free by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied, or within the time allotted by WWAH.

Only properly trained individuals may work on LBP or paint assumed to be LBP. Clearance testing is required after repairing LBP. After completion of work involving LBP (or what is assumed to be LBP), the owner must have lead wipe samples secured by a Risk Assessor and the dust levels must be below HUD defined levels.

If there is a child with an Elevated Blood Level (EBL) under the age of six (6) living in the unit, a Lead Risk Assessment of the unit and its common areas must be completed within 15 days of notification. (A child demonstrating Elevated Blood Levels is one determined to have excess lead levels in the bloodstream.) The assessment may be performed by the Health Department or a licensed contractor.

For more information, contact the local Health Department at 509-527-3290 or the National Lead Information Center at **1-800-LEAD-FYI**. Owners may also contract with Environmental Consultants to assist with compliance with LBP regulations. You will find consultants listed in the local Yellow Pages.

LEAD-PAINT DISCLOSURE - sample

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. _____

(b) Records and reports available to the seller (check (i) or (ii) below):

- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. _____

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

CHAPTER 6: Avoid These Common Owner Violations

In order to avoid the most common program violations, an owner should:

- **Always maintain the unit in accordance with HQS standards.**
- **Never accept HAP payments from WWHA for vacant units.**
- **Never demand or accept “side” payments from a family.**

A side payment is any money paid by the tenant to the owner for rent that is not in the approved contract rent. This includes payments for utilities not specified as a tenant responsibility. Utilities must be paid in accordance with the contract terms.

WWHA is committed to providing excellent service to participating Housing Choice Voucher Program families and property owners. The success of this program relies on WWHA being able to contract with property owners and managers who offer quality, affordable housing.

If you have questions regarding the Housing Choice Voucher Program, contact our Rental Assistance Department via email at Rental_Assistance@wallawallaha.org.

Visit our website at www.wallawallaha.org. You will find additional program information, such as commonly used forms and links to other important housing resources.



CHAPTER 7: Glossary of Housing Choice Voucher Terms

ABATEMENT

The period of time when Housing Assistance Payments are not made to the property owner because the assisted unit does not meet Housing Quality Standards. Retroactive payments are not paid for the time the unit is in non-compliance. If the housing assistance payment is abated, the family is still responsible for their share of the rent.

DRUG-RELATED CRIMINAL ACTIVITY

The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act). [21 U.S.C. 802]

DRUG TRAFFICKING

The illegal manufacture, sale, or possession with intent to manufacture, sell, or distribute a controlled substance.

EXCEPTION RENT

An amount that exceeds the published Fair Market Rent.

FAIR MARKET RENT

The rent including the cost of utilities (except telephone) as established by HUD for units of varying sizes as compared to similar privately owned units in the housing market area. All Housing Choice Voucher units, while modest, must be decent, safe, and sanitary with suitable amenities.

FAMILY/PARTICIPANT

A family that has been admitted to the Housing Choice Voucher program and is currently assisted in the program.

FAMILY RENT TO OWNER

The portion of rent paid by the tenant to the property owner.

GROSS RENT

The sum of the "Rent to Owner" plus any utility allowance. If there are no tenant-paid utilities, the "Rent to Owner" becomes the "Gross Rent".

HOUSING AGENCY (HA) PUBLIC HOUSING AGENCY (PHA)

Any state, county, municipality, or other governmental entity or public body authorized to engage in or assist in the development or operation of housing for low-income families.

HOUSING ASSISTANCE PAYMENT (HAP)

The monthly assistance payment by a Public Housing Authority including:

1. A payment to the property owner for rent due under the family's lease.
2. An additional payment to the family if the total assistance payment exceeds the "Rent to Owner". This additional payment is known as a "Utility Reimbursement Payment".

HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

A written contract between the PHA and the owner for the purpose of providing housing assistance payment to the property owner on behalf of an eligible family. It defines property owner and PHA responsibilities.

HOUSING QUALITY STANDARDS (HQS)

HUD minimum quality standards for housing assisted under the Housing Choice Voucher Program.

HUD

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

LANDLORD

The legal property owner, the owner's representative, or the managing agent, as designated by the owner.

LEASE

A written agreement between an owner and a tenant for lease of a dwelling unit to the tenant. The lease of a unit establishes the conditions for occupancy of the dwelling unit by a family with Housing Assistance Payments under a HAP Contract between the property owner and the PHA. In cooperative housing, a written agreement between a member's family with Housing Assistance Payments to the cooperative under a HAP Contract between the cooperative and the PHA.

LOW-INCOME FAMILY

A family whose annual income does not exceed 80% of the median income for the area as determined by HUD.

OWNER

Any person or entity with the legal right to lease a unit to a participating family.

PARTICIPANT/FAMILY

A family that has been admitted to the Housing Choice Voucher Program and is currently assisted under the program.

PAYMENT STANDARD

The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

PORTABILITY

The ability of a family to move to a dwelling unit with Housing Choice Voucher assistance outside of the jurisdiction of the housing authority that initially issued the voucher.

REASONABLE MODIFICATION OF RENTAL UNIT

The Fair Housing laws allow persons with disabilities to make adjustments to their rental units at their own expense.

REASONABLE RENT

Rent to owner that is not more than either:

1. The rent charged for comparable units in the private, "unassisted" market.
2. The rent charged by the owner for comparable unassisted units in the same building or premises.

RECERTIFICATION

(Also known as annual re-examination.) The process of securing documentation of the family's total income, used to determine the rent the tenant will pay for the 12-month contract (assuming no interim changes are reported by the family).

RENT ADJUSTMENT

In accordance with HUD regulation a property owner may request a rent increase or decrease in the "Rent to Owner". Requests for rent adjustments may be made annually and must be made 60 days prior to the contract anniversary date. When an adjustment is made, the PHA will determine whether the rent is reasonable.

RENT TO OWNER

The monthly rent payable to the property owner under the terms of the lease. Rent to Owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

REQUEST FOR TENANCY APPROVAL (RTA)

A form provided by the PHA, to be completed by the owner and the family, used by the PHA to determine if the unit is compatible with requirements and eligible for the program.

SECURITY DEPOSIT

A dollar amount, which can be applied to unpaid rent, damages, or other amounts to the owner under the lease.

SUBSIDY STANDARDS

Standards are established by a PHA to determine the appropriate number of bedrooms and the amount of subsidy for families of varying size and composition.

TENANCY ADDENDUM

A HUD-designed addition to an owner's lease that includes (word for word) all HUD-required language.

TENANT

The person or persons who execute a lease as lessee of a dwelling unit.

TENANT RENT

The rent amount payable monthly to the owner by the family participating in the Housing Choice Voucher Program.

TOTAL TENANT PAYMENT

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT

Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

UTILITY ALLOWANCE

The PHA's estimate of the average monthly utilities needed for an energy conscious household. If all utilities are included in the cost of rent, there will be no utility allowance. The utility allowance will vary by unit size and type of utility.

VERY-LOW INCOME FAMILY

A low-income family whose annual income does not exceed 50% of the median income for the area in which they reside.

VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that includes use, attempted use, or threatened use of physical force against the person or property of another individual.

VOUCHER (RENTAL VOUCHER)

A document issued by the PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher contains the terms of the voucher, bedroom size authorized for the family, and family obligations. The voucher also details procedures for PHA approval of a unit.

CHAPTER 8: HQS Inspection Checklist

Listed below are the most common reasons that units fail Housing Quality Standards (HQS) Inspections. Please pre-inspect your unit carefully before the scheduled inspection date. WWHA will not enter into a HAP Contract with you until the unit passes an HQS Inspection.

The 9 areas that will be reviewed for HQS are:

- 1. Living Room**
- 2. Kitchen**
- 3. Bathroom**
- 4. Other Rooms Used for Living**
- 5. Secondary Rooms (not used for living)**
- 6. Building Exterior**
- 7. Heating and Plumbing**
- 8. General Health and Safety**
- 9. Paint Condition**

- _____ All ceilings, walls, and floors must be strong, sturdy, and in their permanent position.
- _____ A working smoke detector must be installed on every level of the unit, including the basement and outside of sleeping rooms. If any family member has hearing loss, a smoke detector for the hearing-impaired must be installed.
- _____ The entire unit -- inside and out, including window frames -- must be free from cracking, scaling, peeling, chipping, and loose paint. THIS HELPS PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.
- _____ Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At minimum, each bathroom must have a permanently installed light fixture.
- _____ All light switches and outlets must have secured plate covers installed.
- _____ All windows and doors must be weather-tight and secured when closed.
- _____ All operable windows must have a mechanism to secure them when open and lock them when shut.
- _____ Every bedroom must have at least one operable window for ventilation.

- _____ If there is a toilet that is not hooked up to water or sewer lines, it must be repaired prior to occupancy. If the toilet is removed, the drain must be sealed to prevent rodent and sewer gases from escaping into the unit.
- _____ The bathroom must have either an operable window or exhaust fan for ventilation.
- _____ The hot water tank's pressure release valve must have a discharge line extending down to within six inches from the floor.
- _____ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also, check to ensure that the flue pipes connected to the furnace and hot water tank are properly installed.
- _____ Every room used for living must have an adequate heat source. If the source is gas, it must be vented to the outside; if the source is electric, it must be permanently installed and controlled by a separate thermostat.
- _____ The unit must be free from any accumulation of garbage and debris, both inside and outside.
- _____ The owner must provide "refuse disposal". These facilities include trashcans with covers, garbage chutes, dumpsters with lids, or trash bags -- provided they are approved by the local Health and Sanitation Department.
- _____ Unit must be free of peeling, cracking, chipping, or chalking paint on interior or exterior surfaces.

CHAPTER 9: Sample HUD and Housing Choice Voucher Program Forms

Special Note:

DO NOT USE THE FORMS DIRECTLY FROM THIS GUIDEBOOK

The forms included within this document are provided for reference only. WWHA will provide you with original, updated documents. Forms are subject to change.

Payments via Direct Deposit

All new Housing Choice Voucher landlords are encouraged to use direct deposit to receive the housing assistance payment. Using direct deposit allows for timely payments and decreases the odds of paper checks being lost in the mail. WWHA automatically emails the statement of your deposit every month for your financial records.

VOUCHER - sample

Voucher

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development

OMB No. 2577-0189
(exp. 04/30/2026)

Office of Public and Indian Housing

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.05 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 for participation in the housing choice voucher program. 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 Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Please read entire document before completing form
Fill in all blanks below. Type or print clearly.

1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size	Voucher Number
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date Voucher is issued. (See Section 8 of this form.)		3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 8. of this form)		4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)	
7. Name of Public Housing Agency (PHA)			
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)	

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (of the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provision of the HUD tenancy addendum shall control.
- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determined that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 1. The proposed unit or lease is disapproved for specified reasons, and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the PHA in writing of the birth, adopting, or court-awarded custody of a child.
 9. Request PHA written approval to add any other family member as an occupant of the unit.
 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State, or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

REQUEST FOR TENANCY APPROVAL - sample

Request for Tenancy Approval
Housing Choice Voucher Program

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

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

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

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

1. Name of Public Housing Agency (PHA)
Walla Walla Housing Authority
501 Cayuse St
Walla Walla, WA 99362

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

- Single Family Detached (one family under one roof)
- Semi-Detached (duplex, attached on one side)
- Rowhouse/Townhouse (attached on two sides)
- Low-rise apartment building (4 stories or fewer)
- High-rise apartment building (5+ stories)
- Manufactured Home (mobile home)

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

- Section 202
- Section 221(d)(3) BMIR
- Tax Credit
- HOME
- Section 236 (insured or uninsured)
- Section 515 Rural Development
- 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	Utility is supplied by: <input type="checkbox"/> Columbia Rural Electric Association <input type="checkbox"/> Pacific Power <input type="checkbox"/> Other: _____	Caseworker: _____ Program: <input type="checkbox"/> HCV <input type="checkbox"/> EHV <input type="checkbox"/> VASH <input type="checkbox"/> TBRA <input type="checkbox"/> PBV
Water	Water is supplied by: <input type="checkbox"/> City of: _____ <input type="checkbox"/> Well	
Sewer		
Trash Collection		
Air Conditioning	A/C Provided by Landlord? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify)		
Refrigerator		
Range/Microwave		

FOR WWHA OFFICE USE

Date received: _____

Date Approved: _____

Approved by: _____

Inspection Date & Time: _____

12. Owner's Certifications

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

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

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

c. Check one of the following:

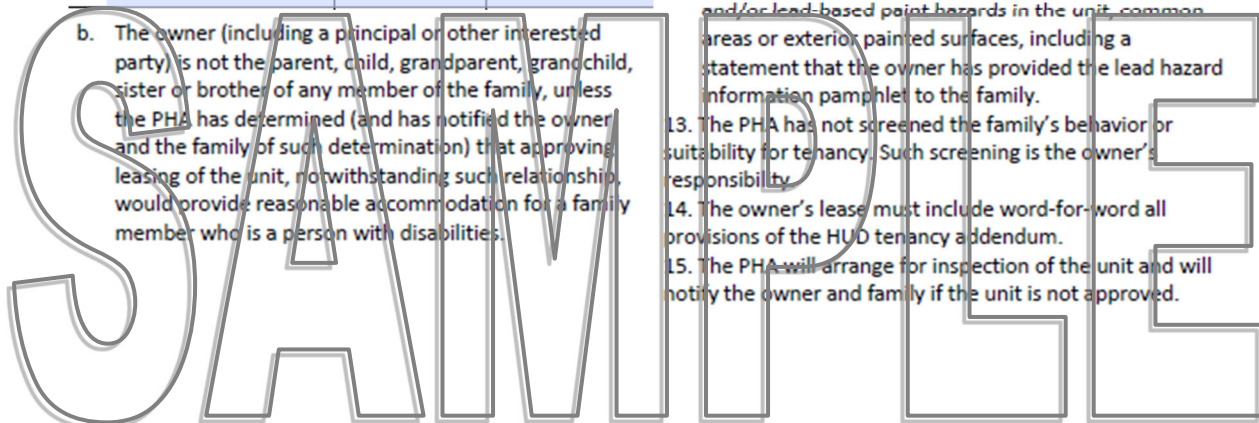
- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

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

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

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

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



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

Rent Survey

Unit Address		Date	
		Rent	
No. Bedrooms		Square Feet	
No. Bathroom	1/2 <input type="checkbox"/> 3/4 <input type="checkbox"/> Full <input type="checkbox"/>	Date Built	
Manager/Owner			
Address			

Please check off below the items that most closely describe your unit(s)

Age - Select one

- | | |
|--|---|
| <input type="checkbox"/> Complete renovation in last ten years | <input type="checkbox"/> Eleven years old to forty-nine years old |
| <input type="checkbox"/> Fifty years or older | <input type="checkbox"/> Ten years old or newer |

Property Facilities

- | | |
|--|---|
| <input type="checkbox"/> Balcony, Patio, deck or porch | <input type="checkbox"/> Clubhouse/Community room |
| <input type="checkbox"/> Elevator | <input type="checkbox"/> Laundry facilities in unit, or no charge for common |
| <input type="checkbox"/> Laundry facilities, common | <input type="checkbox"/> Laundry hookups in unit |
| <input type="checkbox"/> Outside storage | <input type="checkbox"/> Garage or covered parking available, even if at additional |
| <input type="checkbox"/> Off-street parking | <input type="checkbox"/> Swimming pool on site |
| <input type="checkbox"/> Wheel-chair Accessible | |

Housing Services - Select One

- | | |
|--|---|
| <input type="checkbox"/> Crime Watch | <input type="checkbox"/> No Services, meets only HUD security requirements. Do not count locking front door on converted house. |
| <input type="checkbox"/> On-site Manager | <input type="checkbox"/> Secure Access |

Location

- | | |
|--|--|
| <input type="checkbox"/> Adjacent to rail line | <input type="checkbox"/> In established neighborhood |
| <input type="checkbox"/> Mature trees in neighborhood | <input type="checkbox"/> Near Bus line |
| <input type="checkbox"/> Near Elementary or middle school | <input type="checkbox"/> Near Grocery store |
| <input type="checkbox"/> Near Industrial area | <input type="checkbox"/> Near Shopping area |
| <input type="checkbox"/> Near major Highway/Busy Street | |
| <input type="checkbox"/> Near park or other green space | |
| <input type="checkbox"/> Playground on or adjacent to premises | |

Maintenance – Select One

- | | |
|---|--|
| <input type="checkbox"/> Maintenance firm is under contract to perform preventative maintenance | <input type="checkbox"/> Maintenance staff is assigned to property |
| <input type="checkbox"/> Repairs are done as needed only | <input type="checkbox"/> Unit maintenance is performed by manager |

Quality – Select One

- | | |
|---|--|
| <input type="checkbox"/> Adequate but repairs may be needed soon | <input type="checkbox"/> Barely acceptable |
| <input type="checkbox"/> Newly constructed or completely renovated | <input type="checkbox"/> Poor condition |
| <input type="checkbox"/> Well-maintained and/or partially renovated | |

Unit Size – Select One

- | | |
|---|---|
| <input type="checkbox"/> Unit is about average for the number of bedrooms | <input type="checkbox"/> Unit is large for number of bedrooms |
| <input type="checkbox"/> Unit is small for number of bedrooms | |

Unit Features

- | | |
|---|---|
| <input type="checkbox"/> Air conditioning – window/wall unit | <input type="checkbox"/> Central air conditioning |
| <input type="checkbox"/> Basement apartment | <input type="checkbox"/> Extra bathroom |
| <input type="checkbox"/> Extra half-bathroom | <input type="checkbox"/> Dishwasher in unit Extra |
| <input type="checkbox"/> Energy efficient appliances or weather proofed windows | <input type="checkbox"/> Extra rooms |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Non-smoking unit |

Unit Type – Select One

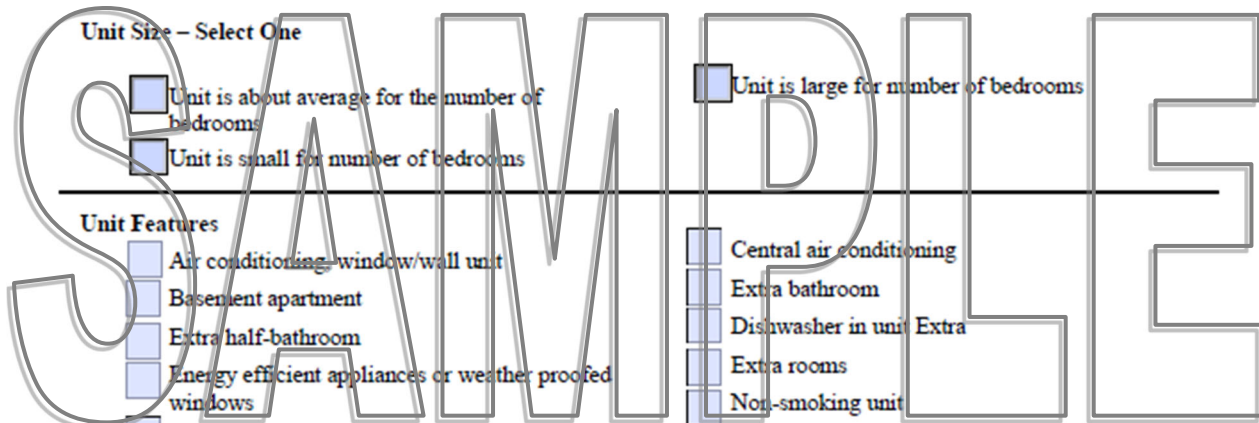
- | | |
|---|--|
| <input type="checkbox"/> Duplex | <input type="checkbox"/> Garden apartments, 1 to 4 stories |
| <input type="checkbox"/> Mid-rise apartment building 5 to 8 stories | <input type="checkbox"/> Mobile home |
| <input type="checkbox"/> Single family residence | <input type="checkbox"/> Townhouse |

Owner Paid Utilities

- | | |
|--|---|
| <input type="checkbox"/> Electricity or natural gas is paid by owner | <input type="checkbox"/> Garbage service is paid by owner |
| <input type="checkbox"/> Heating source is paid by owner | <input type="checkbox"/> Hot water is supplied by owner |
| <input type="checkbox"/> Water and sewer are paid by owner | |

Owner Supplied Appliances

- | | |
|---|--|
| <input type="checkbox"/> Range is supplied by owner | <input type="checkbox"/> Refrigerator is supplied by owner |
|---|--|



WWHA HQS Move-in Ready Inspection Checklist

Each unit rented to a Section 8 Voucher holder must pass a Housing Quality Standards (HQS) inspection. The checklist below is a tool for owners to prepare their unit for an HQS inspection. This checklist highlights some of the COMMON violations found during unit inspections. The items on this checklist must be working or completed prior to the HQS inspection.

- The unit must be empty/vacant from previous tenant.
- Utilities (water, gas, electric) must be turned on for the completion of the inspection.
- No chipping or peeling paint inside or outside the unit.
- Stove must be clean and in working order and secured.
- Refrigerator must be clean and be in working order with a good door seal.
- There must be a permanently installed working heating/cooling system.
- Hot and cold running water in the kitchen and bathroom(s).
- There must be a shower or bathtub that works.
- There must be a flush toilet that works, is securely mounted, and does not leak.
- The bathroom must have either an outside window or an exhaust fan vented to the outside.
- There must not be any plumbing leaks.
- There must not be any plugged drains (check for slow drains).
- All plumbing fixtures must have P-traps to prevent sewer gas from leaking into the unit.
- All ground floor windows, and exterior doors shall open and close as designed and must have working locks. Doubled keyed dead bolts are not permitted.
- Each living space must have two means of fire egress (i.e. door & window)
- All electrical outlets/switches must have cover plates and be in good working condition.
- All ground fault circuit interrupters (GFCIs) must work properly.
- There must not be any missing, broken, or cracked windows.
- Bedrooms must have a working window or door for Egress. The window must stay open on its own.
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with downward discharge pipe made of galvanized steel or copper tubing that is between six inches to eight inches from the floor or directed outside the unit (no PVC). CPVC is acceptable.
- The floor covering cannot be torn or have holes that can cause someone to trip.
- If there are stairs and railings, they must be secure.
- Four or more exterior stairs must have handrails 34 inches to 38 inches from the ground.
- Walk offs or porches 30 inches above grade must have guard rails 36 inches from the ground.
- There must be working smoke detectors properly mounted on each level of the unit including the basement and walk-up attics.
- All units with a gas fired appliance/water heater must have a Carbon Monoxide Detector
- All security bars and windows must have a quick release mechanism.
- All sliding glass doors must have a lock or security bar on the door that works.
- All construction/rehabilitation (painting, carpet replacement, etc.) must be completed.
- The unit must be free from roaches or rodents.
- There must be stepping-stones or walkway to the unit without trip hazards

**“WHENEVER SOMETHING IS DESIGNED TO DO SOMETHING,
IT MUST DO THAT SOMETHING TO PASS”**



Tenancy Addendum Certification

This certification is to affirm that _____ known as (Owner/Landlord) and _____ known as (Tenant/Program Participant) have read, understand and will comply with the U.S. Department of Housing and Urban Developments

(HUD) Section 8 Tenant Based Assistance Housing Choice Voucher Program Tenancy Addendum

and the language contained within.

SAMPLE

Owner / Landlord / Authorized Agent Signature

Date

Head of Household Signature

Date

Spouse / Co-Head / Other Adult Signature

Date

Other Adult Signature

Date

Other Adult Signature

Date

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.

501 Cayuse Street | Walla Walla Washington 99362 | 509-527-4542 | Fax 509-527-4574

Hearing-impaired, use statewide relay service number 1-800-833-6384 | www.wallawalla.org | wwha@wallawalla.org



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. 7/31/2022

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

c. Family damage

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

d. Housing services

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

8. Termination of Tenancy by Owner

a. Requirements

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

b. Grounds

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

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

c. Criminal activity or alcohol abuse

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

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

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

d. Other good cause for termination of tenancy

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

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

HOUSING ASSISTANCE PAYMENTS CONTRACT - sample

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)		
Refrigerator		Provided by
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

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

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

e. **Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

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

9. Prohibition of Discrimination. In accordance with applicable 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.

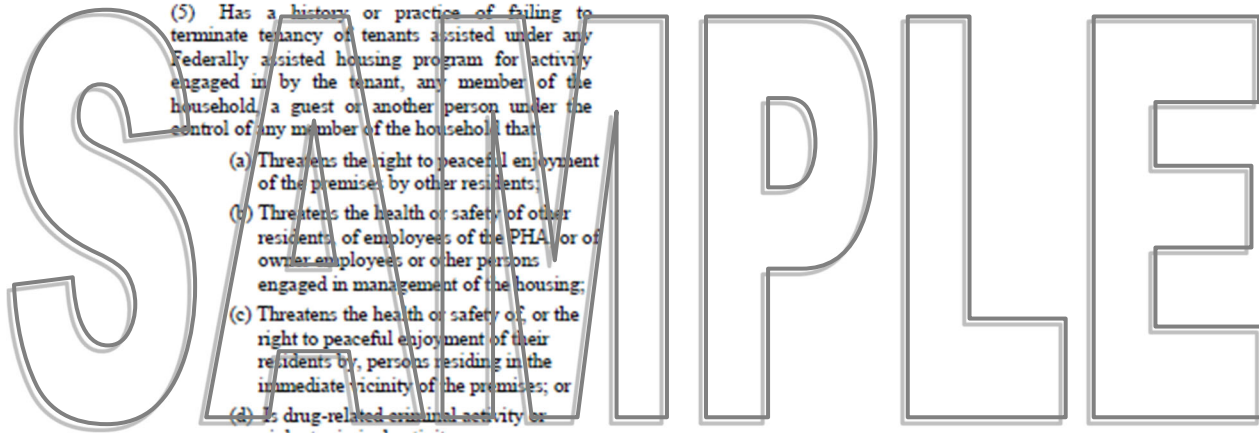
e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that 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 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,” “bifurcated,” “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 L.
- 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(b)(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(e).

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

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.

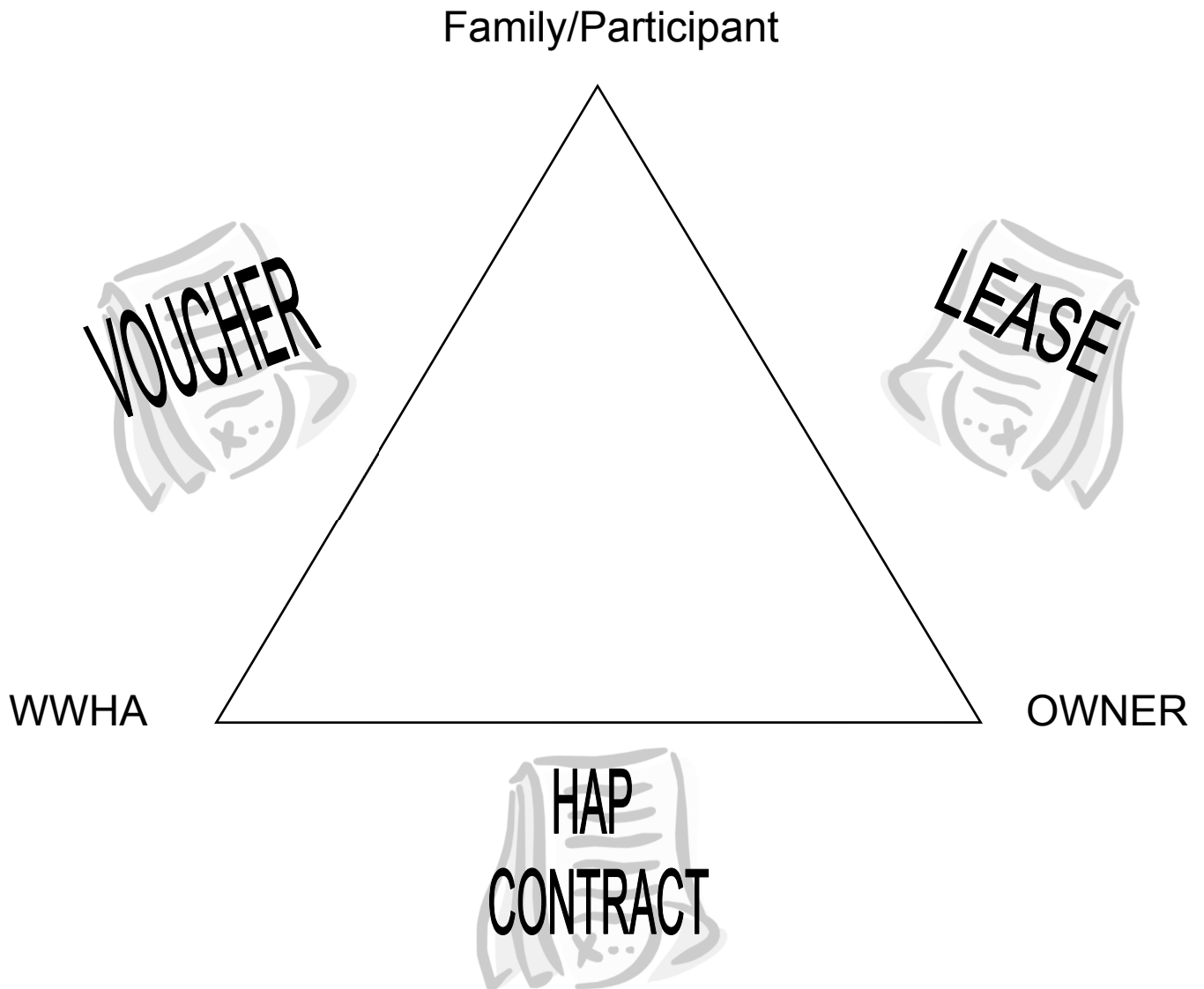
Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

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.

WWHA's Housing Choice Voucher Program Three-Way Partnership



FAMILY/PARTICIPANT + WWHA = HOUSING CHOICE VOUCHER

Family/Participant complies with family obligations of the voucher to be eligible for program assistance

OWNER + FAMILY/PARTICIPANT = LEASE

Owner enforces the lease agreement, which clearly spells out the responsibilities of both the owner and the tenant

OWNER + WWHA = HAP CONTRACT

Owner complies with obligations of the Housing Assistance Payments Contract to receive housing assistance payment for applicable tenant



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