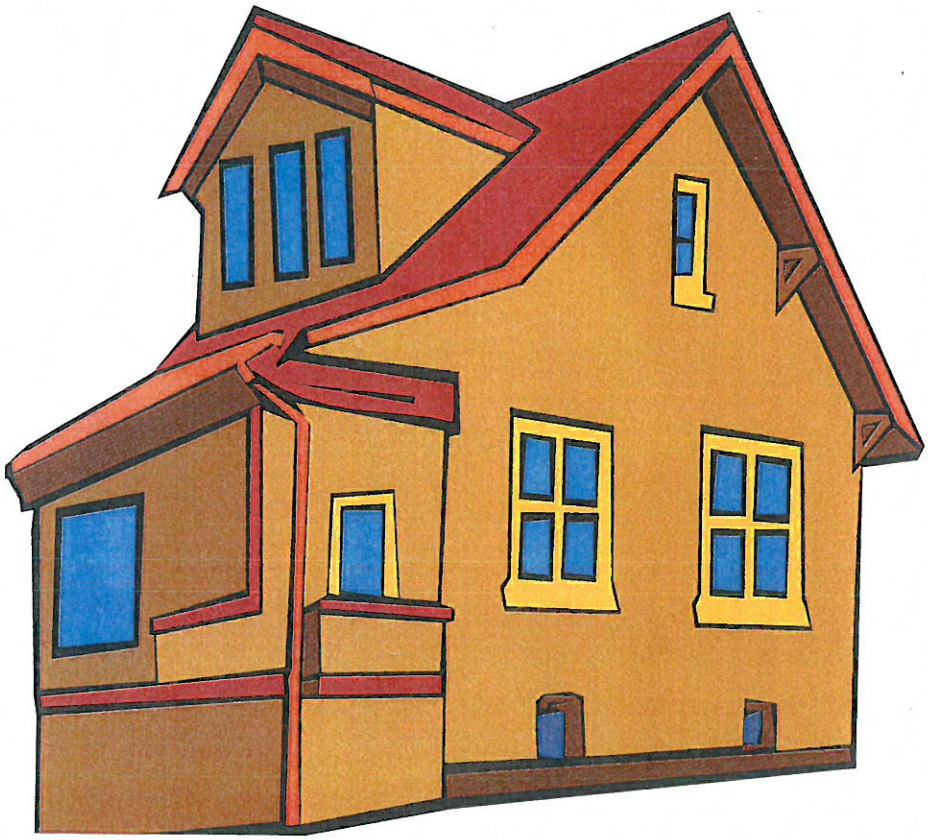
MURFREESBORO HOUSING AUTHORITY

HOUSING CHOICE VOUCHER RENTAL ASSISTANCE PROGRAM

LANDLORD HANDBOOK

REVISED MAY 2015



Welcome!

The Murfreesboro Housing Authority (MHA) welcomes you as an owner/landlord in the Housing Choice Voucher Rental Assistance Program (formerly known as Section 8) and looks forward to a good working relationship with you.

The MHA is pleased to provide you with the following information about the Housing Choice Voucher Program (HCV), a HUD funded tenant-based rental assistance program. This booklet is designed to answer concerns and questions most often asked by owners/landlords. The booklet includes a few pages of Questions and Answers, a list of Landlord and Family Responsibilities, and a Summary of Housing Quality Standards. Please take time to read this information and keep the booklet as a reference.

Owners participate in the HCV program on a voluntary basis. When interested, an owner simply leases vacant units to families with a Housing Choice Voucher. The family pays a portion of their rent, based on income, directly to the owner, and the MHA pays the remainder of the rent directly to the owner. The owner/tenant relationship is very similar to a relationship with unassisted tenants. The owner screens and selects appropriate tenants in the same manner as unassisted tenants are selected. Your participation in providing better housing for Rutherford Country is appreciated.

Housing Choice Voucher Staff

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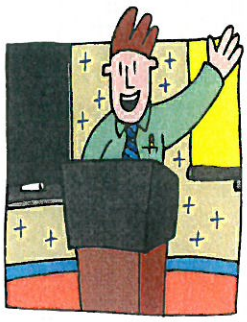


HOW THE PROGRAM WORKS

The following is a basic guideline of how the Program works.

1. A family is determined to be eligible. The family must not have an outstanding debt to any public housing agency nor have been evicted from public housing in the last three years.

2. The family is issued a Housing Choice Voucher by Murfreesboro Housing Authority (MHA).

3. The family searches for a unit to rent. MHA will provide the family with a list of owners/landlords who accept Vouchers. The owners must request to be placed on this list.

4. When the family finds a unit, they ask the owner or landlord if they will accept the HCV family as a tenant, and if they are willing to accept a Housing Assistance Payment from MHA.

5. The owner and family sign a Request for Tenancy Approval and submit it and a copy of the lease to the HCV staff.

6. If the owner's lease and rent amount are acceptable, the HCV Inspector conducts an inspection. Inspections are scheduled within fifteen days after the Request for Tenancy Approval is received.

7. If there are repairs to be made, the repairs must be completed before assistance may begin. The family may not occupy the unit prior to the unit passing inspection.

8. Once repairs are completed, the owner and family sign a lease.

9. The family pays the security deposit and connects the utilities not supplied by the landlord.

10. The owner signs a Housing Assistance Payments Contract with MHA.

11. The family moves into the unit.

12. Each month a portion of the rent is paid directly to the owner by MHA, and the family pays their portion directly to the owner.

13. The family reports certain changes in income and family composition to MHA.

14. The family's eligibility is recertified each year.

15. A unit must be reinspected and pass a Housing Quality Standards (HQS) inspection each year.

16. Relocations are possible (after the initial 12-month period).

Landlord Benefits for HCV Participation

- ✓ Housing Assistance Payments are deposited in the bank account of the owner or agent of the owner no later than the 5th day of each month.
- ✓ Risks in rent default are reduced because the family's portion of rent is based on their income.
- ✓ The owner sets the amount of the security deposit according to local practice, generally not more than one month's contract rent.
- ✓ MHA maintains a landlord listing that is provided to all families searching for a place to live, which may assist with property vacancy rates.
- ✓ The owner is responsible for screening tenants, which allows the owner full discretion for tenant selection.
- ✓ Annual Housing Quality Standards inspections assist the owner with identifying areas that need repair in order to maintain the overall quality of the unit.
- ✓ The lease term is 12 months, which improves tenant stability. MHA guidelines prohibit families from relocating with continued assistance during their lease.
- ✓ MHA encourages timely payment of tenant rent by enforcing the family obligations in the program. It is a violation of a family's responsibilities in the program if they fail to make timely rent payments or damage the unit beyond normal wear and tear.
- ✓ Participating owners help low-income families in Rutherford County secure safe, decent and affordable housing.

Questions & Answers

What is the Housing Choice Voucher Program?

The Housing Choice Voucher Program is a rental assistance program that is funded through the U.S. Department of Housing and Urban Development (HUD). The Murfreesboro Housing Authority (MHA) is a public housing authority that administers the Program in Rutherford County for the federal government.

The purpose of the Program is to enable eligible families or individuals to have decent, safe, and sanitary housing by paying a portion of rental costs, which includes utilities (does not include phone or cable). The Program is a rental assistance program.

What is the Rent Payment Based On?

In the Housing Choice Voucher Program, the rent payment is based on the lesser of the Payment Standard or the gross rent of the unit (rent and utilities). The Payment Standard is an amount between 90 and 110% of the Fair Market Rent. The family may rent a unit that rents for more than the Payment Standard and pay a greater portion of their income for rent and utilities. If, however, the family selects a unit where the gross rent (rent and utilities) exceeds the Payment Standard, their family contribution for rent may not exceed 40% of their monthly-adjusted income. Rent increases are not limited by an Annual Adjustment Factor, but must be reasonable in comparison with area market rents.

Who is Eligible for Assistance?

Both families and individuals are eligible to receive HCV assistance. The applicant must have an income below either the very low-income limit (50% of area median) or the extremely low-income limit (30% of area median) to qualify. HUD establishes the HCV income limits each year. In addition, the applicant must not have an outstanding debt to any public housing agency nor have been evicted from public housing in the past three years. The applicant must be a U.S. citizen or eligible non-citizen.

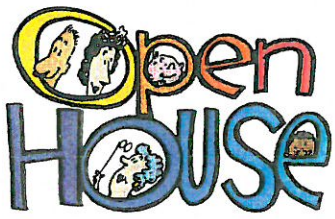
How Does an Owner Determine if a Family is a HCV Participant?

A participant is issued a Housing Choice Voucher before they begin their search for a housing unit. The participant will have a Request for Tenancy Approval form which must be completed (see "Required Forms"). An owner should always contact the MHA staff before signing a lease with an HCV family. The unit must pass a Housing Quality Standards (HQS) inspection, and a Housing Assistance Payments (HAP) Contract must be signed by the owner and MHA before a rental subsidy may begin. MHA assumes no responsibility for any portion of the rent payment prior to the effective date of the HAP Contract.

What Type of Units Qualify?

Eligible unit types include houses, duplexes, apartments and mobile homes. The unit must be privately owned. The family receiving assistance cannot have any financial interest in the unit. A person or persons owning a unit may not receive rental assistance for the unit that they own. The owner of the unit may not be related to any member of the participant's household, unless the family includes a member with a disability and MHA has approved the unit as a reasonable accommodation for the disability.

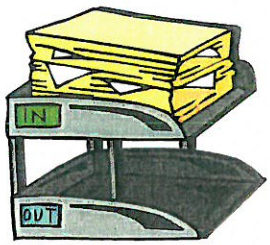
There are no designated HCV units. Each family is free to choose the unit they wish to rent. However, the unit chosen must meet the following conditions:



- The owner must be willing to participate in the Program.
- The owner must be willing to sign a one year lease with the family, and sign a Housing Assistance Payments Contract with MHA.
- The unit must pass an inspection.
- The rent requested by the owner must be reasonable in comparison to other nonsubsidized rents for comparable units in the area.
- The unit must not be owner occupied, or any portion used by the owner (such as for storage).
- The unit must be the right size for the family according to program guidelines.
- The owner's proposed lease must be acceptable.

Final acceptability of a unit is the decision of the Housing Choice Voucher Program staff.

How Much Paperwork?



The owner is expected to sign several documents. First, the family is given a copy of the Request for Tenancy Approval (see "Required Forms"). This form must be signed by the owner and family when the family locates a unit that they desire to lease, and the family has been approved to rent the unit. After MHA staff receives the form, they must determine that the rent is reasonable according to local market conditions (see below, "How Much May I Charge for Rent?").

Second, a lease must be signed between the family and the owner, and MHA must maintain a copy in the tenant file. The lease must specify all of the following: name of the owner; name of the family; unit rented (address, apartment number, and any other information needed to identify the unit); the initial term of the lease and provision for renewal terms; amount of the monthly rent to owner; utilities and appliances that are to be supplied by the owner; and utilities and appliances that are to be supplied by the family. The lease should include the amount of the security deposit. The lease should also address notice period for termination of tenancy and rent increases after the initial term.

Third, a Housing Assistance Payments Contract must be signed between MHA and the owner (see "Required Forms").

Fourth, MHA must receive a completed W-9 (see "Required Forms"), copy of the Social Security Card or Federal Tax ID number, picture ID, and proof of ownership for the property (such as tax bill or closing statement) for each owner to establish an owner account payable record (if not already established). Bank information, including a voided check, is required for direct deposit.

Who Selects and Screens the Tenants?

The selection and screening of suitable tenants is the responsibility of the owner. MHA only screens the family for initial eligibility according to Program criteria (income, citizenship, previous assisted housing, criminal record). When you are contacted by a prospective renter, evaluate them as you would any other renter. Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of non-payment, damages to unit, or disturbance of neighbors. Owners must apply the same standards of tenant selection to any family who applies, whether that family is a prospective HCV renter or not. Tenant selection **must not** be based upon race, color, age, religion, sex, familial status, disabilities or any other discriminatory factors.

If the MHA has previous rental history information for a family, MHA will provide owners with the previous addresses of the family and the name of previous owners for reference checks. HCV staff will also provide the following information based on documentation in its possession if requested: eviction history, damage to rental units, housekeeping and domestic disturbances.

How Often is the Unit Inspected?

The unit must pass an HQS inspection (see "HQS Summary") before the HCV family may move into the unit. If the family currently occupies the unit, it must pass an inspection before a housing assistance payment may begin.

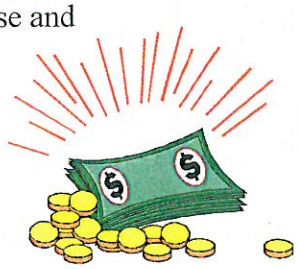
The unit must be inspected at least every 12 months while the unit remains on the Voucher Program. Each family is assigned an "annual recertification" date. The family's eligibility is re-determined 90 to 120 days in advance of the annual recertification date each year. An HQS inspection will be conducted 30 to 60 days in advance of the annual recertification date unless the family is moving to another unit.

What are the Inspection Criteria?

Before the MHA can make payments to an owner on behalf of a family, the unit must meet HUD's minimum Housing Quality Standards (HQS). These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards.

A summary of the Housing Quality Standards inspection criteria is included in this booklet. A detailed HQS inspection form is available upon request.

Who Pays the Utilities?



The owner and the family decide who is responsible for each utility. Both the lease and HAP contract must stipulate who is responsible for each utility. Regardless of who is responsible to pay each utility, for the unit to pass the HCV Housing Quality Standards inspection, every unit must have electricity, hot and cold running water, an adequate and acceptable permanent heat source, a refrigerator, and a cooking stove.

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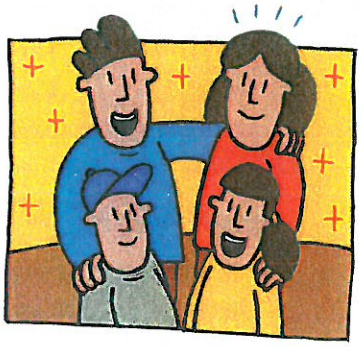

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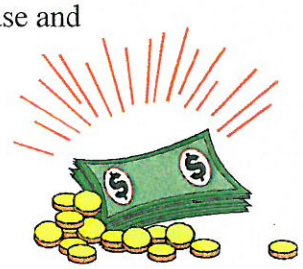

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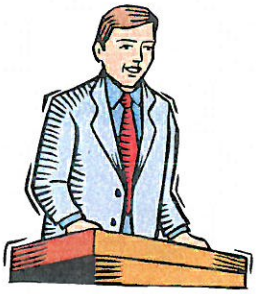
How Long is the Family Eligible for Assistance?

A family's eligibility is re-determined every 12 months. Each family has an annual recertification date that is based on the initial move-in date to their current unit in the HCV program. If the family began receiving a rental subsidy for a particular unit May 15, their annual recertification date is May 1 for the next year. The family's eligibility will be re-determined and an HQS inspection of the unit will be conducted 30 to 60 days in advance of this date.
A family continues receiving HCV rental assistance as long as they continue to be eligible, the unit where they reside passes HQS and the family does not violate any of their family obligations in the program (See "Family Obligations and Responsibilities").

If the family vacates a unit, the payment for the unit stops. The owner is entitled to keep the housing assistance payment ONLY for the month in which the family relocated. Any money received after a family vacates should be returned to the MHA. The owner should always notify the MHA when an HCV tenant vacates.

If the family's assistance is terminated because of a violation of their family obligations, the owner is notified that the Housing Assistance Payments Contract is terminated. If the owner agrees, the family may remain in the unit and pay all of their rent.



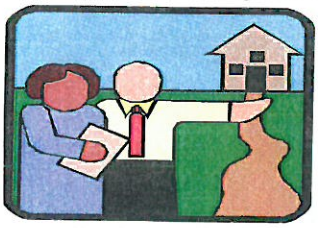
May an Owner Evict a Section 8 Tenant?

An owner may evict an HCV family under the terms of the lease agreement. The owner must follow state and local laws regarding evictions. The owner must give the MHA a written notice of the eviction. In some circumstances, eviction is grounds for termination of the HCV family's rental assistance.

Who is Responsible for Unpaid Tenant Rent and Damages?

If a family does not pay their portion of the rent or causes damage to the unit, the owner may elect to evict the family. The security deposit may be applied toward unpaid rent and damages.

May an Owner Sell a Property Occupied by an HCV Family?



Yes, the MHA requests that you contact the staff and notify the family as soon as possible. In all cases, the MHA and the family must be given at least a 30-day notice. If the new buyer is willing to honor the HCV HAP Contract, an addendum will be signed.

Landlord Responsibilities in the Housing Choice Voucher Program

1. To perform routine management functions including: screening and selecting families, maintaining the property, collecting rent and handling tenant complaints. Participation in the Program does not relieve a landlord of any normal duties of ownership. The MHA only pays a portion of the rental payment on behalf of the family.

2. To comply with all requirements of the Housing Assistance Payments Contract.

3. To enforce the lease agreement. The owner must provide the MHA with a copy of any owner eviction notice given to the family.

4. To maintain the unit at all times so it always passes the MHA Housing Quality Standards inspection. (See the Summary of Housing Quality Standards on page 15.) The owner may require the HCV family to repair or pay for repairs or damages (other than normal wear and tear) caused by the family or guests of the family.

5. To collect only the amount of rent from the family which is specified in the lease and/or HAP Contract or any interim Notice of Change amendments to the HAP Contract. Side payments are not allowed.

6. To notify the MHA HCV staff immediately if the family vacates the unit. Landlords are not eligible to receive payments if the family is not living in the unit. The HAP Contract automatically terminates when an HCV family vacates a unit. Any Housing Assistance Payments received following the month the family vacates the unit must be returned to the MHA.

7. To immediately report to the MHA HCV staff if any utilities are disconnected, whether paid for by the owner or family (if known). If a family or landlord fails to fulfill their obligation to connect/pay utilities as required by the lease agreement, the subsidy will be stopped or terminated.

8. To immediately notify the MHA if persons, other than those listed by the MHA in the HAP Contract, are living in the unit.

9. To provide proof of ownership of a unit. If the property is put on the market for sale, the owner must notify the MHA. The owner may not assign the HAP Contract to a new owner without the prior written consent of the MHA.

10. To provide a W-9 for the purposes of filing an accurate 1099 with the IRS.

11. To notify the HCV staff of rent increases 60-days prior to the effective date of the increase.

Failure to fulfill these obligations may result in the withholding, abatement (stop) or termination of Housing Assistance Payments. Future participation in the Program may also be prohibited.

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 MHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

2. Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information.

3. Supply any information requested by the MHA to verify that the family is living in the unit or information related to family absence from the unit.

4. Promptly notify the MHA in writing when the family is away from the unit for an extended period of time in accordance with the MHA policies.

5. Allow the MHA to inspect the unit at reasonable times and after reasonable notice.

6. Notify the MHA 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 MHA in writing of the birth, adoption, or court-awarded custody of a child.

9. Request MHA written approval to add any other family member as an occupant of the unit.

10. Promptly notify the MHA in writing if any family member no longer lives in the unit.

11. Give the MHA a copy of any owner eviction notice.

12. 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 damages 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 MHA 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.

Housing Quality Standards (HQS)
General Guidelines

HQS are minimum standards applying to all units in the Housing Choice Voucher Program.

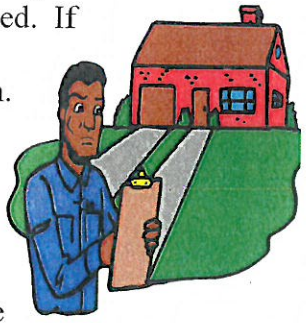
A summary list of the requirements is on page 15. A more detailed explanation of Housing Quality Standards is found in the HUD Handbook for administering the HCV Program.

Before initial move-in:

- The leases and the Housing Assistance Payments Contract MAY NOT be signed until a unit meets Housing Quality Standards.
- When a landlord signs the Housing Assistance Payments Contract with the MHA, he/she affirms that the unit meets Housing Quality Standards.
- It is the landlord's responsibility to maintain the unit so it always meets Housing Quality Standards unless the tenant causes the unit to become substandard.
- If a family causes damages to a unit that causes the unit to become substandard (e.g. tears the linoleum or breaks a window), the family is responsible for making the necessary repairs. The lease should specify how repairs should be completed.

At annual recertification:

- 30-60 days in advance of the family's original move-in date (under the HCV program), an HQS inspection must be conducted.
- If the unit passes inspection, the owner is not responsible to make any repairs and the HAP Contract continues.
- If the unit fails inspection, the HCV Inspector completes a Notice of Inspection form that lists each fail item in detail. The repairs must be completed within 30 days of the initial inspection date or the HAP must be stopped (by HUD regulation). A reinspection is conducted within 30 days of the initial inspection. If the unit passes, the HAP Contract and payments continue uninterrupted. If the unit fails, the HUD regulations require that HAP payments be abated (stopped). The abatement continues until all repairs are completed, or 30 days at the maximum. During the abatement period, the MHA requests that the owner contact the HCV Inspector when repairs are completed. A reinspection will be scheduled, and if the unit passes the reinspection, payments resume effective the day the owner reports the repair complete. If the unit fails the reinspection, the MHA begins proceedings to terminate the HAP Contract and relocate the family.



- The MHA may grant owner extensions for repairs when the owner can not complete repairs for reasons beyond their control (parts must be ordered, owner or family hospitalization, inclement weather). The extension request (written or oral) must be received before the initial 30-day repair period expires. Extensions are granted for 30-day time periods, unless the owner documents the need for a long-term extension.
- If the family refuses to make repairs that are the family's responsibility within 30 days of the date of inspection, assistance will be terminated, unless an extension is requested BEFORE the initial 30-day inspection period ends.

Special Inspections:

- The MHA Inspector will complete a special inspection at the request of the family or landlord as time permits. The MHA does not conduct routine move-out inspections.

Common Reasons Units Fail HQS Inspections

1. Smoke alarm missing or not working.
2. Lack of ventilation in the bathroom (no window or fan).
3. Outlet covers are missing or broken.
4. Windows are broken/cracked, will not open or locks are missing.
5. Bug/vermin infestation.
6. A handrail is not present where four or more consecutive steps are present.
7. Secure railings are absent around a porch or balcony that is 30 inches or more above the ground.

8. Paint on interior or exterior surfaces is chipping or peeling.
9. Water heater discharge line is missing or is too short; pop/pressure relief valve is missing.
10. Utilities are disconnected.

11. Stove/refrigerator is missing or inoperable and/or missing knobs, burners or heating elements.
12. A tripping hazard is present as a result of a damaged floor covering (carpets/vinyl).
13. Electrical wiring is exposed.
14. A bedroom is missing a window. All rooms designed to be used as a bedroom must have a window. If a window is designed to open, it must open.
15. Leaking faucets or plumbing.

Summary of Housing Quality Standards

THE FOLLOWING IS A SUMMARY LIST OF MINIMUM STANDARDS FOR UNITS IN MHA'S HOUSING CHOICE VOUCHER PROGRAM

GENERAL STANDARDS

- There must be a Living Room, Kitchen, Bathroom, and a Bedroom for every two persons.
- All outlets and switches must be flush with the wall and have unbroken, tight fitting cover plates.

- All light fixtures and/or ceiling fans must be secured to the wall or ceiling. It is recommended that pull chains on fans and light fixtures be strings, rope, or cord rather than metal, which conducts electricity.
- Permanently installed ceiling or wall fixtures must have covers (globes) if they were designed to have covers.
- All rooms must be free of any frayed or exposed wiring, and the wiring must be the proper type.
- All windows and doors that are accessible from the outside must have secure frames and acceptable locks that work. Padlocks are not acceptable locks on exterior doors. Double keyed locks are acceptable only on doors that are partially glass or on solid doors if there is an alternate means of egress in the same room.

- Windows must be airtight, free of breaks and cracks, and the sashes must meet. There must be minimal or no deterioration. Screens, if present, must be in good condition.
- In rooms where windows are required, the windows must open to the exterior of the unit.
- Sliding glass doors can serve as windows in the Living Room or Bedroom if there are no windows. If the unit does not have central air conditioning, then a screen must be present on the sliding glass door.
- At least one window in each room must open (if designed to open). Props are not allowed in any windows. If the unit does not have central air conditioning, a screen must be installed on a window that opens.

- Exterior doors must be airtight, have adequate weather-stripping, and have a sound threshold. If there is a storm door present, it must be properly installed.

GENERAL STANDARDS, cont.

- Interior doors (closet doors, doors opening into rooms, etc.) must be properly installed. There must be no hazardous conditions present.
- Ceilings must be sound and free from hazardous defects, leaks, holes, or bulges.
- Walls must be sound and free from hazardous defects or holes.
- The unit must be free of chipping, cracking or peeling paint.

- Floors must be sound and free from hazardous defects, holes, soft spots, bulges, or tripping hazards.
- All utilities must be connected either by the landlord or the family. A unit without utilities is considered substandard.

STANDARDS THAT APPLY TO SPECIFIC ROOMS

Living Room

- Must have at least two working outlets or one working outlet and one working, permanently installed ceiling or wall light fixture.
- Must have at least one window.

Other Rooms Used for Living and Halls

- There must be a means of illumination (light fixture, wall outlet, window, etc.)

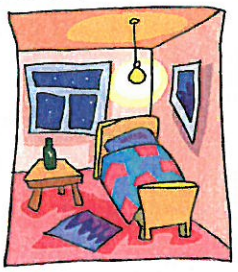
Kitchen

- Must have at least one working outlet and one working, permanently installed ceiling or wall light fixture.
- The stove and refrigerator must be plugged into an outlet (cannot be plugged into an extension cord).
- There must be a stove with an oven and all burners in working condition. Oven door must be secure and all knobs and handles present. Oven must have racks.
- A refrigerator must be present which freezes and cools properly. Gaskets and seals must be in good condition. Grill area must be adequately covered. Shelves must be present in the refrigerator.
- A sink must be present with hot and cold water, which drains properly. Handles must be present on the sink. The trap must be properly installed. All pipes and faucet must be free of leaks or drips; there must be no visible holes around the pipes.

- There must be space to store and prepare food.

STANDARDS THAT APPLY TO SPECIFIC ROOMS, cont.

Bedrooms



- There must be at least two working outlets or one working outlet and one working, permanently installed light fixture.
- There must be at least one window. At least one window must open and remain up without a prop. If the unit does not have central air conditioning, then this window must also have a screen.
- There must be a door for privacy that will stay shut and is properly installed.
- A room used as a bedroom must be private and cannot be used as access to another room used as a living area, such as the kitchen or living room/den.
- Ventless gas heaters are not allowed.

Bathroom

- There must be at least one working, permanently installed light fixture.
- If window is present in the bathroom, it must open, and remain up without a prop. If there is no central air conditioning in the unit, the window must have a screen.
- If there is no window that opens, then an operable vent fan must be present.
- There must be a sink with hot and cold water, which drains properly. Handles must be present on the sink; the trap must be properly installed; pipes and the faucet must be free of leaks or drips; there must be no visible holes around the pipes.

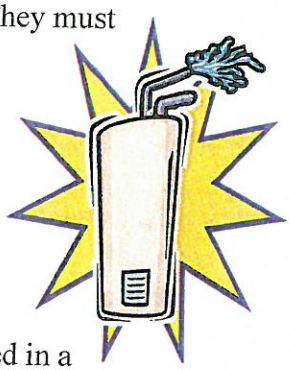
- There must be a flush toilet in an enclosed room that flushes and shuts off properly; it must be free of leaks and cracks; and must have a seat and tank top.
- There must be a tub or shower with hot and cold running water, which drains properly; it must be free of leaks, drips and sharp objects; all handles and levers must be present on the tub or shower.
- There must be a door for privacy; which will stay shut and is properly installed.

HEATING AND PLUMBING

- All rooms must have direct or indirect heat.
- Unvented heaters that burn oil or kerosene are prohibited.
- Unvented gas space heaters are not allowed.

HEATING AND PLUMBING, cont.

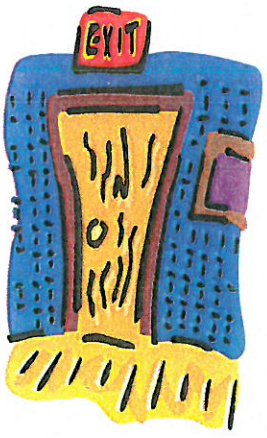
- If gas or wood stoves are being used, the flues must be installed properly, with secure pipes; collars must be present, and installed securely, with no visible openings
- If wood heat is the primary heat source, it is recommended that the chimney be cleaned annually.
- If there is a ventless gas heater present in the unit, then an operable carbon monoxide detector must be installed, in addition to the smoke detector. Ventless gas heaters must be permanently wall mounted, and designed to be ventless. They cannot be used in a bedroom or other room used for sleeping. They cannot be used in mobile homes or manufactured houses. They must be properly installed according to manufacturer's instructions and the State of Tennessee L.P. Gas Policy.



- Permanent heaters must have knobs and be properly installed.
- Each unit must have a properly installed and operating hot water heater.
- If the hot water heater is gas, the flue must be secure. Collars must be present and installed securely, with no visible openings. If gas hot water heater is located in a living or sleeping area, it must be enclosed. An adequate enclosure is a "shield" that is secured to the floor or walls, provides adequate ventilation, is 6" higher than the water heater, and will protect the family in the event of an explosion.
- If the water heater is electric, and it is accessible to the family, the romex wire must be enclosed in protective conduit.
- There must be a temperature-pressure relief valve on the water heater with a 3/4" overflow pipe which extends to within 6" of the floor or to the exterior of the unit.
- The water and sewer system must be served by an approved public or private system. Drinking water provided by a well must be tested every two years.

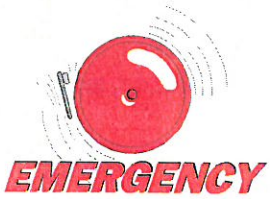
GENERAL HEALTH AND SAFETY: INTERIOR

- The unit must be capable of being entered without going through another unit.
- There must be adequate exterior doors and operable windows for exit.
- If there are security bars on the windows, at least one in each room without an exterior door must open from the inside.
- Unit must be free of insects, mice, rats, other vermin, and garbage or debris.
- Unit must be free of chipping, cracking, or peeling paint.



GENERAL HEALTH AND SAFETY: INTERIOR, cont.

- Unit must be free of abnormally high levels of air pollution such as vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants.
- Unit must be free of other hazards such as splintered doors, sliding closet doors that could fall down, protruding nails, etc.
- Unit must have adequate ventilation.
- There must be a metal cover over the fuse/breaker box. There should be no hazardous conditions inside or around the fuse/breaker box.



- There must be an operable smoke detector or fire alarm on each level of the unit (including the basement). There must be at least one smoke detector located in the hallway outside the bedrooms.
- If the tenant is hearing impaired, the smoke detector must have a visible signal (lights), and must be installed in the bedroom occupied by the hearing-impaired individual. The smoke detector must be connected to the regular smoke detector outside of the bedroom.
- Smoke detectors are required in unfinished basements (cellars) if there is any type of electrical appliance, such as a water heater, washer/dryer, or fuse/breaker box. If a light fixture is the only type of "electrical appliance" present, then no smoke detector is required.
- It is recommended that smoke detectors placed in a basement be in close proximity to the stairway leading to the floor above; that smoke detectors installed to protect a sleeping room be located outside of the bedroom, but in the immediate vicinity of the sleeping area; that smoke detectors be mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling.
- If the unit is more than two stories, there must be a fire escape.
- An operable carbon monoxide detector must be present if there is a ventless gas heater in the unit.
- Interior stairs and common halls must have adequate lighting and be free of any hazardous or failing conditions in the walls, floor, ceiling, windows or doors. If there are four or more steps, or the steps, balconies or ledges are 30" or higher, there should be a secure handrail. All steps should be present, stable and secure.

GENERAL HEALTH AND SAFETY: EXTERIOR

- The grounds must be free of garbage, debris, trash, etc.
- Covered trash cans or dumpsters must be provided for the tenant's use.

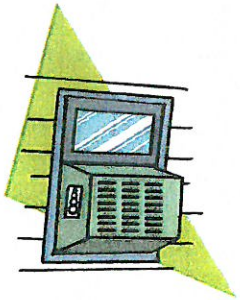
- Outbuildings must be in sound condition.
- The site and immediate neighborhood must be free from conditions that would seriously endanger the health or safety of the residents such as uncovered wells, deep holes, abandoned appliances, abandoned cars, etc.

BUILDING EXTERIOR

- The foundation must be free of large cracks, and must be stable.
- Vents and crawl spaces must be covered.
- Stairs, rails, and porches must be secure. If steps are present, they must be stable, and secure. Unsecured concrete blocks cannot be used as steps.

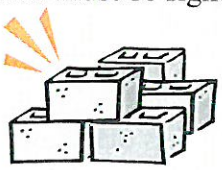
- If a sidewalk is present, it must be free of large holes and cracks, and should be stable.
- If there is a porch or balcony 30" or higher, a secure rail with adequate protection (slats, lattice, etc.) must be installed to prevent a person from falling through.
- If there are four or more steps, 29" or less in height, there must be at least one handrail.
- If there are four or more steps, 30" or higher, and both sides of the steps are exposed (open), there should be two secure handrails with adequate protection (slats, lattice, etc.) to prevent a person from falling through.
- It is recommended that slats be installed no more than 6" apart, and that railings be installed to within 6" of the porch or steps.

- Roofs must be free of damage or leaks.
- Water hydrants must be free of leaks and drips.
- Gutters and downspouts, if present, must be sound and secure.
- The exterior must be free of holes, missing siding, and appear airtight.
- The chimney must be sound, stable, and free of hazards.
- Plumbing vent pipes and flues must extend above the roofline.
- Unit must be free of loose, frayed or exposed wires that could be hazardous.
- Exterior must be free from chipping, cracking, or peeling paint.
- Window air conditioners must be installed securely, and be free of any exposed or frayed wiring or other hazardous conditions.



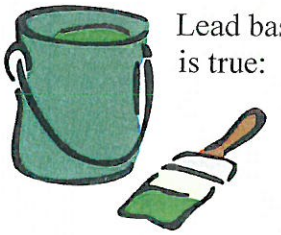
MOBILE HOMES

- Tie downs are required on mobile homes. If tie downs are not visible, an affidavit must be signed by the owner stating that tie downs have been installed.



- Underpinning is required. It must be installed securely, with no large openings.
- Steps must be secure and stable. A concrete block, for example, cannot be used as steps.
- Wood burning stoves are not allowed.
- Ventless gas heaters are not allowed.

LEAD BASED PAINT

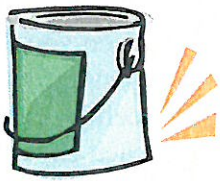


Lead based paint is an HQS issue only if the unit was built before 1978 and one of the following is true:

1. There is a child under the age of 6 (72 months or younger) in the household, and there are visible signs of a lead based paint hazard such as chipping, peeling, or chalking paint, OR
2. There is a child under the age of 6 (72 months or younger) in the household with a diagnosed EBL (elevated level of lead in their blood), regardless of whether a visible lead based paint hazard is present in the unit.

If either of these conditions is true, then the MHA must inform the owner that proper procedures must be followed for correcting the problem (stabilizing or removing the lead based paint hazard). If a lead based paint hazard is present:

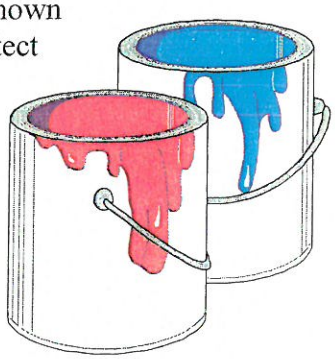
1. The owner may have the unit tested by a certified lease based paint inspector. If the unit is found to be free of lead based paint, the owner does not have to engage in the paint stabilization process. Once a clearance examination is completed and the unit is determined to be lead free, no further action is required for the unit. The owner must provide the MHA with a copy of the clearance letter or report. If the test confirms the presence of lead in the paint, then the EPA and HUD regulations for the removal or stabilization of the lead based paint hazard must be followed. After the paint stabilization is complete, a clearance examination must be completed by a lead based paint specialist who did not complete the lead hazard work. The owner must provide the MHA with a copy of the clearance letter or report.
2. If the owner does not wish to have the unit tested, then the paint must be stabilized assuming that there is lead present in accordance with EPA and HUD regulations. After the paint stabilization is complete, a clearance examination must be completed by a lead based paint specialist who did not complete the lead hazard work. The owner must provide the MHA with a copy of the clearance letter or report.



See the following section, "Property Owners & Lead Based Paint" for more information.

Property Owners & Lead Based Paint
Things to Know

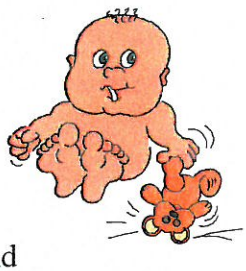
In September 1999, stricter federal regulations were passed regarding lead based paint when a property owner elects to sell or lease a property built prior to 1978. Previous to the new regulations, owners that leased property built before 1978 were required to disclose any known lead based paint hazards to lessees, provide them a copy of the brochure "Protect Your Family from Lead in your Home", and sign a lead based paint disclosure form with the lessee (see "Required Forms" section). The Housing Quality Standards for the HCV program required that any defective (chipping, peeling, chalking) paint present in a unit where a child six or younger lived should be abated by EPA standards.



The September 1999 legislation strengthened the regulations regarding lead based paint. Property owners still must disclose any known lead based paint hazards, provide a copy of the brochure, "Protect your Family from Lead in your Home", and sign a lead based paint disclosure form with lessees. In addition, according to the new regulations, when defective paint (chipping, peel, chalking) is repaired in a unit built before 1978, the owner must hire a certified lead based paint specialist to complete the lead hazard work. After the lead hazard work is completed, a clearance examination must be completed by a certified lead based paint specialist who did not perform the hazard control work. The regulations require that specialists trained in the proper removal of lead based paint be hired to complete lead hazard work because lead dust can form when lead based paint is removed improperly. Lead dust can form when lead based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch during and after a renovation, and settled dust can reenter the air when people vacuum, sweep or walk through.

Lead based paint that is in good condition usually is not a hazard. Peeling, chipping, chalking or cracking lead based paint is a hazard that requires immediate attention, especially if a family with young children is living in the unit. A lead based paint hazard is defined as: deteriorated lead based paint, lead based paint on friction surfaces, impact surfaces, accessible (chewable) surfaces and dust and soil that is contaminated with lead.

HUD recommends that property owners be proactive with paint renovations. If property owners properly repaint or cover areas with chipping/peeling paint on a routine basis (and prior to the HQS inspection), the paint will not be defective and the owner will not be required to test the paint for lead content or complete lead hazard controls. Keeping all painted surfaces free of chipping/peeling paint will protect your investment, provide a quality product for your residents, and MOST IMPORTANTLY, protect small children from the hazards of lead based paint.



When you lease a unit built before 1978 to a family with children six years old or younger, you should be particularly aware of defective paint in the unit. Chipping, peeling, chalking paint is considered a serious Housing Quality Standards problem when children six and younger live in a rental unit because the children are at an elevated risk for lead poisoning. Lead poisoning may cause damage to the brain and nervous system, behavior and learning disabilities, slowed growth, hearing problems and headaches.

Lead is more dangerous to children than adults because:

- Babies and young children often put their hands and other objects in their mouths and these objects may have lead dust on them.
- Children's growing bodies absorb more lead.
- Children's developing brains and nervous systems are more sensitive to the damaging effects of lead.

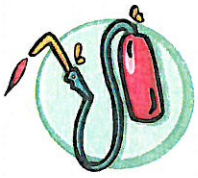
For the purpose of MHA's Housing Quality Standards in the HCV program, lead based paint is only an issue if the unit was built before 1978, and there is a child age 6 (72 months) or younger in the household. If during a visual inspection defective paint is present and the family requesting to lease the unit has a child six years of age or younger, the following guidelines will be followed:

- The owner may have the unit tested by a certified lead based paint inspector. If an owner has the unit tested and it is found to be free of lead based paint, then the owner does not have to engage in the abatement process. No further action is required. The owner must provide the MHA with a copy of the clearance letter. If the test confirms the presence of lead in the paint, then the EPA and HUD regulations must be followed for the stabilization or removal of paint from the defective surfaces. After the stabilization or removal is completed, a clearance examination must be conducted by a person who did not perform the hazard control work. The owner must provide the MHA with a copy of the clearance letter or report that shows the unit is lead free before the unit may be approved.

- If the owner chooses not to have the unit tested, then the owner must stabilize or remove the defective paint assuming that there is lead present in accordance with EPA and HUD regulations. After the lead hazard work is complete, a clearance examination must be conducted by a person who did not perform the hazard control work. The owner must provide the MHA with a copy of the clearance letter or report that shows the unit is lead free before the unit may be approved.

ANY METHOD OF ABATEMENT CAN BE DANGEROUS IF NOT COMPLETED PROPERLY. IT IS BEST TO HIRE A CERTIFIED LEAD BASED PAINT PROFESSIONAL. HUD REGULATIONS REQUIRE THAT A CERTIFIED LEAD BASED PAINT ABATEMENT WORKER AND/OR SUPERVISOR COMPLETE LEAD BASED PAINT ABATEMENT.

In all cases, the following methods of paint removal should not be used because they may create dangerous levels of lead dust and fumes:



- Open flame burning or torching
- Abrasive blasting without high efficiency (HEPA) vacuum local exhaust
- Machine sanding or grinding without HEPA vacuum local exhaust
- Heat guns at temperatures above 1100°F
- Dry scraping (wet scraping should be done instead, except near electrical outlets, where use of water could result in electrocution hazards and except for very small areas of deteriorated paint, such as nail holes and hairline cracks)
- Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance (according to regulations of Consumer Product Safety Commission or the Occupational Safety and Health Administration), such as methylene chloride

The MHA staff is not certified in the area of lead based paint interim controls or abatement procedures. The MHA staff can not advise property owners on the proper on-site procedures to be followed. For more information on the proper methods of lead based paint abatement, you may call the Tennessee Department of Environmental Conservation at (615) 532-8011 or the Tennessee Department of Health at (615) 741-7778, or contact a certified lead based paint inspector.

LANDLORD ITEMS NEEDED:

☐ DRIVER'S LICENSE OR PHOTO ID

☐ SOCIAL SECURITY CARD OR EIN LETTER (EMPLOYER IDENTIFICATION NUMBER)

☐ PROOF OF OWNERSHIP—THIS MAY BE TAX PAYMENT CARD FROM CITY OR COUNTY, SETTLEMENT STATEMENT IF RECENTLY PURCHASED, DEED, OR ANY OTHER DOCUMENTATION PROVING OWNERSHIP.

☐ MANAGEMENT CONTRACT IF MANAGING PROPERTY FOR SOMEONE ELSE.

☐ ALL FORMS IN THE REQUIRED FORMS SECTION OF THIS BOOKLET MUST BE COMPLETED AND RETURNED TO OUR OFFICE.

☐ A VOIDED CHECK MUST BE ATTACHED TO THE DIRECT DEPOSIT AUTHORIZATION FORM. PLEASE NOTE: WE ONLY PAY BY DIRECT DEPOSIT.

REQUIRED

FORMS

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MURFREESBORO HOUSING AUTHORITY

MEMO TO NEW OWNER:

Please complete the following information for our computer file. This data will be used to complete your landlord file and the 1099 form at the end of the year for Internal Revenue Service purposes.

NAME OF PROPERTY OWNER:_____

FEDERAL ID:_____SOCIAL SECURITY NO:_____

MAILING ADDRESS:_____

_____

CITY/STATE/ZIP:_____

PHONE:_____CELL PHONE:_____

PLEASE CIRCLE THE PHONE NUMBER THAT YOU PREFER TO BE USED FOR CLIENTS AND MHA STAFF.

FAX:_____EMAIL:_____

MANAGEMENT AGENCY:_____

FEDERAL ID:_____

MAILING ADDRESS:_____

_____

CITY/STATE/ZIP:_____

PHONE:_____CELL PHONE:_____

PLEASE CIRCLE THE PHONE NUMBER THAT YOU PREFER TO BE USED FOR CLIENTS AND MHA STAFF.

FAX:_____EMAIL:_____

415 N. Maple Street, Murfreesboro, TN 37130
Telephone: (615) 893-9414 FAX: (615) 893-9436
www.mha-tn.org

MURFREESBORO HOUSING AUTHORITY

Dear Landlord:

As a service to you, your H.A.P. payments are directly deposited into the checking account of your choice. Your account will show the total of the deposit for all residents on your account. We need the Authorization Agreement for Automatic Deposits (Credits) completed and returned to our office before we can begin depositing our payments. A voided check must be attached to the agreement.

Please complete the following on the Authorization Agreement:

-Check whether your account is a checking or savings account
-Bank Name
-Branch (address where you currently deposit your check)
-City, State, and Zip Code of the branch you use
-You can either list the ABA Number and Account Number from your account (listed on the bottom left corner of your check) or we will complete that for you using the information from your voided check.
-Then print your name, complete the Identification Number with your Social Security number of Employer Identification Number, and date and sign the form.

Please remember to attach a voided check to the form and return it to our office as soon as possible so you will not experience any delays or interruptions in your H.A.P. payments.

Thank you for participating as a landlord in our rental assistance program. Should you have any questions, you can contact me at 615-225-9470 or Sebrina Young at 615-225-9471.

Sincerely,

Deborah L. Fox

Deborah L. Fox
HCV Administrator

Df/sy

415 N. Maple Street, Murfreesboro, TN 37130
Telephone: (615) 893-9414 FAX: (615) 893-9436
www.mha-tn.org

MURFREESBORO HOUSING AUTHORITY

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (CREDITS)

COMPANY NAME: Murfreesboro Housing Authority COMPANY ID NUMBER: 1626002219

I (we) hereby authorize Murfreesboro Housing Authority, hereinafter called COMPANY to initiate credit and /or adjusting (debit) entries to my (our) Checking_____ Saving_____ account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit (debit) the same to such account.

DEPOSITORY NAME_____BRANCH_____

CITY_____STATE_____ZIP_____

BK TRANSIT/ABA NO._____ACCOUNT NO._____

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it.

NAME (s)_____IDENTIFICATION NUMBER_____

DATE_____SIGNED_____SIGNED_____

(Please attach voided check)

Authorizations should be retained by the company.

415 N. Maple Street, Murfreesboro, TN 37130
Telephone: (615) 893-9414 FAX: (615) 893-9436
www.mha-tn.org

MURFREESBORO HOUSING AUTHORITY

Dear Landlord:

Murfreesboro Housing Authority (MHA) is excited to introduce our Landlords to our new online **HMS PAL™** system. Using this system, you will be able to register and access information regarding your monthly Housing Assistance Payments (HAP) for all your current tenants. By accessing your account online you can help MHA reduce environmental waste, use less paper, and help us become more efficient.

Please take the time to visit the website and familiarize yourselves with the new system at: **www.hmsforweb.com/pal**. There are instructions provided to assist you in accessing your information. Each landlord will be required to register at **HMS PAL™** and set up a user account. After successful registration, you can log in and check your payment history and print out individual payment information. You will need an e-mail address to complete the on-line process. If you do not have an e-mail account, you can sign up for a free account at www.hotmail.com, www.gmail.com, www.msn.com, or www.yahoo.com. Obtain the email address before registering on the **HMS PAL™** site.

Through **HMS PAL™**, you will be able to view a 15 month payment history and current year to date totals. The most current payment data will be available online on the day following a check run process. This includes mid-month payments that are applicable for new move-ins, lease ups, and payments that have been held for abatements. However, please allow 3-5 business days for the receipt of your actual payment in your bank account as it takes time for the bank to process your direct-deposits.

You can opt to receive email notifications that a recent payment has been posted to the web, by enabling email notifications. If you would like to receive an email notification, you must select to turn on email notifications after you log in to **HMS PAL™** by clicking on "Email Settings" in the left menu. All landlords who received a payment the previous day and have turned on email alerts will receive an email. The email will let you know that your current month's statement is available online, and it will provide you with a link that will bring you to the login page.

If you have questions about how to use **HMS PAL™** please check the FAQ (Frequently asked Questions) link provided throughout the **HMS PAL™** website. If you forget your username or password, there is a "Forgot Password" link below the login dialogue that will email that information to your email address. If you have technical problems with the **HMS PAL™** site, you can email support@hmsforweb.com for assistance. If you have questions about payment dates, payment amounts, etc., you should contact MHA directly.

415 N. Maple Street, Murfreesboro, TN 37130
Telephone: (615) 893-9414 FAX: (615) 893-9436
www.mha-tn.org

MURFREESBORO HOUSING AUTHORITY

At MHA, we are always looking for ways to expedite and simplify our functions in order to better serve both our Landlords and clients. By implementing the usage of **HMS PAL™**, we hope to offer an easier and more convenient method for you to verify Housing Assistance Payment (HAP) information on a monthly basis. For any questions or comments regarding **HMS PAL™**, please email: support@hmsforweb.com. We look forward to receiving feedback from you in reference to the new system.

Sincerely,

Deborah L. Fox

Deborah L. Fox
HCV Administrator

415 N. Maple Street, Murfreesboro, TN 37130
Telephone: (615) 893-9414 FAX: (615) 893-9436
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SAMPLES

OF

REQUIRED

FORMS

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. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released ourside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, apartment number, city, State & zip code)
Murfreesboro Housing Authority 415 North Maple Street Murfreesboro, TN 37130	

3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection

9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached / Row House ☐ Manufactured Home ☐ Garden / Walkup ☐ Elevator / High-Rise

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

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development

☐ Home ☐ Tax Credit

☐ Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

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

Item	Specify fuel type	Provided by	Paid by
Heating	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Cooking	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Water Heating	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

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 own 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 as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

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

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2018)

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins). See section by section instructions. Part B
Body of contract
Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

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

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

Item	Specify fuel type				Provided by	Paid by
Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Cooking	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Water Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:

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)

Part B of HAP Contract: Body of Contract

1. Purpose

a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

a The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d The owner certifies that:

(1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

(2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

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

4. Term of HAP Contract

a. **Relation to lease term**. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

(7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

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

5. **Provision and Payment for Utilities and Appliances**

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

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

6. **Rent to Owner: Reasonable Rent**

a During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. **PHA Payment to Owner**

a. When paid

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

c. **Amount of PHA payment to owner**

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

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

e **Limit of PHA responsibility**.

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

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

8. **Owner Certification**

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

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

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

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

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

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.

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

a Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

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

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

13. **Conflict of Interest**

a "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. **Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

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

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **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. **This provision will sunset on December 31, 2012 unless extended by law.**

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**

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

17. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

(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).

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

(6) 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. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) 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, or stalking.

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

g. 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.

9. Lease: Relation to HAP Contract

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

10. 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.

11. Family Move Out

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Notices

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

17. 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.