



**Fort Wayne Housing Authority
Housing Voucher Choice Program
Property Owner
Participation Manual**

An electronic version of this can be found on our website:
www.fwha.org

Fort Wayne Housing Authority
7315 Hanna Street
Fort Wayne, IN 46816

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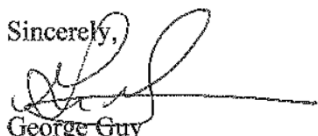
260.267.9305 Administration
260.267.9306 Housing Choice Voucher
260.267.9307 Public Housing
260.267.9308 Accounting

Dear Property Owner:

I would like to take this opportunity to thank you for your interest in the Housing Choice Voucher Program. I hope you will find this handbook helpful in understanding the Housing Choice Voucher program regulations. The Housing Choice Voucher Program (HCVP) is committed to improving the quality and livability of Fort Wayne and Allen County neighborhoods one family at a time.

As a prospective landlord, I would encourage you to attend our Landlord Outreach Briefing; which is conducted periodically. We will notify you by e-mail when a Landlord Outreach Briefing is being planned. Thanks for your consideration in the Housing Choice Voucher program; we look forward to you becoming a partner with us in providing safe, decent, sanitary, and affordable housing to our program participants.

Sincerely,



George Guy
CEO/Executive Director
Fort Wayne Housing Authority

HCVP Phone Extensions

(260) 267-9300 Fax (260) 267-9306

Name	Position Description	Email Address	EXT
Davis, Lorez	HCVP Administrator	ldavis@fwaha.org	7200
Housing Specialist Recertification & Interims (Caseload by Last Name)			
Elkins, Zorya	Lead Housing Specialist	zelkins@fwaha.org	7209
Bellinger, Tina	Support Specialist	tbellinger@fwaha.org	7213
Alber, Amy	Housing Specialist (S-T)	aalber@fwaha.org	7212
Harris, Ashley	Housing Specialist (A-B)	akharris@fwaha.org	7210
McCowan, Cicely	Housing Specialist (U-Z)	cmccowan@fwaha.org	7208
Michael Rogers	Housing Specialist (M-O)	mrogers@fwaha.org	7201
Housing Specialist Recertification & Interims			
Sullivan, Christi	Lead Housing Specialist	csullivan@fwaha.org	7503
Johnson, Flora	Support Specialist	fjohnson@fwaha.org	7218
Campbell, Brittany	Housing Specialist (C-E)	bcampbell@fwaha.org	7203
Hines, Nichelle	Housing Specialist (P-R)	nhines@fwaha.org	7215
Acoff, Kimberly	Housing Specialist (H-J)	kacoff@fwaha.org	7214
Niedermeyer, Rose	Housing Specialist (F-G) Courtyard and Special Programs	rniedermeyer@fwaha.org	7204
Leasing- New Participants			
Waiting List and Eligibility Determination			
Garretson, Paula	Lead Housing Specialist Port In/Out	pgarretson@fwaha.org	7211
Young, Yolette	Support Specialist	yyoung@fwaha.org	7404
Dunbar, Charmaine	Housing Specialist	cdunbar@fwaha.org	7206
Young, Janelle	Housing Specialist- Decatur HA	jryoung@fwaha.org	7216
Housing Quality Standards (HQS) Inspections			
TBA	HQS/Scheduling		
Lake, Bruce	HQS Inspector- Contractor	blake@fwaha.org	
Perry, Curtis	HQS Inspector	cperry@fwaha.org	7205
Customer Services Front Desk			
Starks, Tracy	Customer Services Representative	tstarks@fwaha.org	7202
Landlord Set Up and Quality Assurance			
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Kayser, Elizabeth	Quality Control-Program Analyst	ekayser@fwaha.org	7207

INTRODUCTION

The Fort Wayne Housing Authority (FWHA) administers the federally funded Housing Choice Voucher Program (HCVP) under United States Department of Housing and Urban Development (HUD). The program is designed to provide affordable, safe, decent, and sanitary rental assistance for very low and extremely-low income families. As vouchers become available, eligible families are pulled from the waiting list. Vouchers can be used anywhere in the United States (including Guam and Puerto Rico). Applicants can apply for rental assistance only when the waiting list is open. Log on to our website at www.fwha.org to review waiting list information.

The Housing Choice Voucher Program enables families to locate housing in the private rental market. Landlords who are willing to participate in the program and are approved can accept vouchers. Rents must be reasonable and the unit affordable for the tenant. The HCV program covers the difference between what the family can afford and the contract rent. Families pay no more than 40% of their income towards their rent.

Advantages to Participating for Property Owners

Here are a few advantages to becoming a provider in the Housing Choice Voucher Program (HCVP):

- Owners can receive up to 110% of HUD-Approved *Fair Market Rent* (FMR).
- Owners apply their own tenant selection criteria. **Note:** owners must abide with federal, state and local *Fair Housing* laws.
- FWHA will conduct *Housing Quality Standards* (HQS) inspections prior to an initial move-in, upon request, and at least biennially.
- Owners may charge full security deposits to families. **Note:** In accordance with state or local laws, owners may use the security deposit (including any interest on the deposit) to get reimbursed for any unpaid rent payable by the tenant, damages to the unit, or any other amounts the tenant owes under the lease.
- In some cases, FWHA will pay the entire contract rent if the tenant loses their job or source of income.

ADVERTISING YOUR UNIT

1. Rental units can be listed online at www.FortWayneHousingNow.org or www.GoSection8.com which are free online housing listing and locating services which increase tenant access to your rental properties. All providers of affordable housing in Allen County can use this service to advertise their property listings for FREE! Properties can be described in great detail, and landlords can include a picture, map link and extensive information about nearby amenities. This is a great way to increase the visibility of your property listing(s). Please view the websites for further information.
2. You may list your properties in hard copy in our office. Complete the Unit Availability Form on page 15 by photocopying it right out of this booklet, and fill them out completely. Drop them at the office, mail, fax, or e-mail the form to FWHA. You may include a photograph.
3. You can get your email address on our Property Owner Mailer List for announcements of events and important updates.

TENANT SCREENING AND SELECTION

FWHA's selection of a family participating in the *Housing Choice Voucher* program is in no way an endorsement of tenancy for the family. Tenant screening and selection is the responsibility of the owner. Owners are encouraged to screen voucher holders for their suitability as tenants. **FWHA will offer owners the following information regarding tenants:**

- A) The family's current and prior address (as shown in FWHA's records); and
- B) The name and address of the family's current and prior landlord

Owners can screen prospective and current tenants for criminal activity through the court system and/or through the Allen County Sheriff, Fort Wayne Police or State Police Sex Offender Registry. We encourage owners to screen families on the basis of their suitability for tenancy.

Owners or tenants can obtain criminal records through the following avenues:

- **Fort Wayne Police Department**
www.cityoffortwayne.org
One East Main Street
Fort Wayne, IN 46803
Phone: (260) 427-1230
- **Allen County Sheriff's Department**
715 S Calhoun St
Room 101 Courthouse
Fort Wayne, IN 46802
Phone: (260) 449-7535
Fax: (260) 449-7915
- **Online Odyssey Case Search**
mycase.in.gov
- **Indiana State Police - Limited Criminal History Search**
About Limited Criminal History:
A Limited Criminal History contains only felonies and class A misdemeanor arrests within the state of Indiana. Completeness of this information is based upon county participation. As an alternative to performing a search online, a Limited Criminal History can also be obtained by mailing a request form to the Indiana State Police. You can obtain the request form from their website <http://www.in.gov/ai/appfiles/isp-lch/> the online is Fee \$15 per record subscribers \$16.32 per record Credit Card
- **Private Sources**
There are many private sources available that can conduct background checks for you. The Fort Wayne Housing Authority does not endorse any particular organization or company.

HOW TO LEASE TO HCV PARTICIPANTS

After you have screened the tenant and decided to rent a unit to the tenant (and the tenant has decided to rent your unit), please follow these steps:

STEP 1: RTA. The prospective tenant will give a *Request for Tenancy Approval (RTA)* packet to the owner, which must be filled out completely. Proof of ownership and an unsigned copy of the lease will need to be submitted with the completed RTA packet. In addition, a new landlord registration packet will be given to the owner if the owner is a first-time participant in the Housing Choice Voucher Program. After the RTA packet, copy of deed or tax record, and lease are turned in, rent *reasonableness* and *affordability analysis* will be completed. Once the rent is approved, a FWHA Representative will contact the owner to coordinate a date to inspect the unit. If the rent is determined to be more than HUD allows or than the tenant can afford, you will receive a letter stating the amount that is reasonable or affordable, which you may accept or reject. If you reject the approved rent amount, FWHA will not be able to assist that family in your unit and the process would not continue. (See Appendix A for a Sample RTA)

STEP 2: Inspection. The dwelling unit must be inspected and must meet the Housing Quality Standards (HQS) guidelines. Inspectors are mainly looking for basic health and safety hazards, as well as additional local and HUD requirements. (See Appendix C for HQS Requirements)

STEP 3: Lease and HAP Contract. Once the rent amount has been approved and the unit passes inspection, the landlord and the tenant can enter into a lease (provided by the owner). The lease must include the Lease Addendum, Part C of the HAP contract. Once the lease is accepted by the housing authority, the **Housing Assistance Payment (HAP) Contract** (2 originals provided by FWHA) will be sent to the landlord for signature. The contracts are returned to the housing authority and signed by an FWHA approved signatory. **THE HAP CONTRACT MUST BE SIGNED AND RETURNED WITHIN 60 DAYS OF THE INSPECTION PASS DATE.**

STEP 4: Payments. Once FWHA has received the signed HAP contracts from the owner and the housing authority approves them, payment will be approved. The first initial payment can take up to 60 days to be received. Afterwards, payments will be issued by the 5th business day of each month. Starting July 1, 2007, HAP payments will be made electronically.

FAIR MARKET RENT (FMR)

The *Fair Market Rents* (FMR) are established by the U.S. Department of Housing and Urban Development (HUD) each year based on a market survey throughout the United States. The FMR figures include **rent and utilities**. Tenants are given a copy of the FMR each time they are approved to move (See page 9).

RENT INCREASES

Owners must complete, with the tenant, the Landlord Rental Increase Request form. When requesting a rent increase a 60-day notice must be given to the tenant and the Housing Specialist at FWHA. The Housing Specialist will compare the rents of similar types of units in the area for rent reasonableness. Rent increases can be requested after the initial term of the lease. It is possible the rent amount requested will be rejected and even lowered depending on the area market rents at the time of the request.

UTILITY ALLOWANCE

If the family is responsible for paying utilities in the unit, a *Utility Allowance Chart* will be provided to the family in order to calculate the subsidy allowance. The utility allowance is based on the unit type, the unit or voucher size, whichever is smaller, and the utilities the tenant is responsible to pay.

CHANGE IN OWNERSHIP

A change in ownership requires the execution of a new contract. FWHA must receive a written statement and a copy of the deed to change the ownership. The new owner must also submit a *W-9 Taxpayer Identification Form* to FWHA.

APPROVING A LEASE FROM AN OWNER

FWHA will disapprove a lease for the following reasons:

- It does not contain the names of the owner and the tenants.
- The unit rented information is not identical to the unit information provided on the RTA.
- The terms of the lease is less than one year
- The amount of monthly rent to owner does not match the amount submitted on the RTA or the approved amount.
- The lease does not contain the specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.
- The HUD-required Tenancy Addendum (Part C of the HAP contract) is not an attachment to the lease or added word-for-word to the lease.
- Owner may not rent to a parent, child, grandparent, grandchild, sister, or brother of any household member who participates in the HCV program. **Note:** At FWHA's discretion, this restriction may be waived as a reasonable accommodation for a person with disabilities.

REFUSE TO APPROVE A REQUEST FOR TENANCY FROM AN OWNER

FWHA may disapprove an owner's participation in the program for the following reasons:

- Violations of the *Fair Housing Act* and *Federal Equal Opportunity* requirements.
- Committing fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Engaging in drug-trafficking or any violent criminal activity.
- Have a history or practice of non-compliance with Housing Quality Standards (HQS).
- Have a history or practice of failing to terminate tenancy of tenants of units assisted under HCVP 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: (i)Threatens the right to peaceful enjoyment of the premises by other residents; (ii)Threatens the health or safety of other residents, employees of the FWHA, or of owner employees or other persons engaged in management of the housing; (iii) 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; or (iv) Is drug-related criminal activity or violent criminal activity.
- Have not paid state or local real estate taxes, fines, or assessments.
- Non-compliance of HUD insured loans or mortgages

Section 8 Housing Choice Voucher

Payment Standards

January 1, 2017 – December 31, 2017

PLEASE NOTE: The Fair Market Rent (FMR) and Payment Standards amounts reflect *rent plus utilities* for units, and are also dependent on *rent reasonableness* as compared to similar units in the area near the unit being considered for occupancy.

Unit Size	FMR	Payment Standard 110% of FMR
Efficiency	\$469.00	\$516.00
1 Bedroom	\$544.00	\$598.00
2 Bedrooms	\$691.00	\$760.00
3 Bedrooms	\$887.00	\$976.00
4 Bedrooms	\$990.00	\$1089.00
5 Bedrooms	\$1,139.00	\$1253.00
6 Bedrooms	\$1,287.00	\$1,416.00

Request for Tenancy Approval FAQ

Q: How long will it take the FWHA to conduct a rent reasonableness survey for the house or duplex?

A: A Rent Reasonableness survey is normally conducted within 10 business days.

Q: On the Request for Tenancy Approval; how do I fill out Section 11 Utilities and Appliances?

A: This section MUST be completed with a T (for tenant) and O (for owner) letting us know who will be responsible for each utility. ALL spaces must be complete with either a "T" or "O". If the tenant pays electric the space for "other electric" will be marked with a "T".

Q: On the Request for Tenancy Approval; how do I deal with air conditioning, refrigerator, range / microwave?

A: Air conditioning must be central air system or other permanently installed unit; otherwise, write in N/A. For the refrigerator and range/microwave we need to know who is supplying the item.

Q: Do you have to know the year of construction and provide proof of ownership?

A: Yes, HUD requires that the owner provide the year of construction and proof of ownership for the unit. The FWHA is required to reject RTA's that do not provide all the required information.

LEASE AND TENANCY HUD REGULATIONS

§ 982.308 Lease and tenancy.

(a) *Tenant's legal capacity.* The tenant must have legal capacity to enter a lease under State and local law. "Legal capacity" means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

(b) *Form of lease.* (1) The tenant and the owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

(2) If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed tenancy addendum).

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum). The HAP contract prescribed by HUD will contain the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

(c) *State and local law.* The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

(d) *Required information.* The lease must specify all of the following:

- (1) The names of the owner and the tenant;
- (2) The unit rented (address, apartment number, and any other information needed to identify the contract unit);
- (3) The term of the lease (initial term and any provisions for renewal);
- (4) The amount of the monthly rent to owner; and
- (5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

(e) *Reasonable rent.* The rent to owner must be reasonable (see § 982.507).

(f) *Tenancy addendum.* (1) The HAP contract form required by HUD shall include an addendum (the "tenancy addendum"), that sets forth:

- (i) The tenancy requirements for the program (in accordance with this section and §§ 982.309 and 982.310); and
- (ii) The composition of the household as approved by the PHA (family

members and any PHA-approved live-in aide).

(2) All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the

§ 982.309 24 CFR Ch. IX (4-1-05 Edition)

owner for unassisted tenants. The tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the tenancy addendum shall prevail over any other provisions of the lease.

(g) *Changes in lease or rent.* (1) If the tenant and the owner agree to any 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 this section.

(2) 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:

- (i) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (ii) If there are any changes in lease provisions governing the term of the lease;
- (iii) If the family moves to a new unit, even if the unit is in the same building or complex.

(3) PHA approval of the tenancy, and execution of a new HAP contract, are not required for changes in the lease other than as specified in paragraph

(g)(2) of this section.

(4) 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 any such changes shall be subject to rent reasonableness requirements (see § 982.503).

[64 FR 26645, May 14, 1999, as amended at 64 FR 56913, Oct. 21, 1999]

§ 982.309 Term of assisted tenancy.

(a) *Initial term of lease.* (1) Except as provided in paragraph (a)(2) of this section, the initial lease term must be for at least one year.

(2) The PHA may approve a shorter initial lease term if the PHA determines that:

- (i) Such shorter term would improve housing opportunities for the tenant; and

(ii) Such shorter term is the prevailing local market practice.

(3) During the initial term of the lease, the owner may not raise the rent to owner.

(4) The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC.

(b) *Term of HAP contract.* (1) The term of the HAP contract begins on the first day of the lease term and ends on the last day of the lease term.

(2) The HAP contract terminates if any of the following occurs:

- (i) The lease is terminated by the owner or the tenant;
- (ii) The PHA terminates the HAP contract; or
- (iii) The PHA terminates assistance for the family.

(c) *Family responsibility.* (1) If the family terminates the lease on notice to the owner, the family must give the

PHA a copy of the notice of termination at the same time. Failure to do this is a breach of family obligations under the program.

(2) The family must notify the PHA and the owner before the family moves out of the unit. Failure to do this is a breach of family obligations under the program.

[64 FR 26645, May 14, 1999]

§ 982.310 Owner termination of tenancy.

(a) *Grounds.* During the term of the lease, the owner may not terminate the tenancy except on the following grounds:

- (1) Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions 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 premises; or
- (3) Other good cause.

(b) *Nonpayment by PHA: Not grounds for termination of tenancy.* (1) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA.

This section continues in the HUD regulations page 601. See URL on page 16.

GROUNDS FOR TERMINATION

FWHA may deny or terminate a family's assistance in the *Housing Choice Voucher* (HCV) Program if any family or household member violates HUD's *Family Obligation* requirements. Each family has a right to an informal hearing prior to termination from the HCV program with some exceptions. FWHA provides each family with a written description of the *Family Obligation* requirements and the *Informal Hearing* procedures.

The following reasons outline why termination can occur:

- If the tenant is absent from the unit for more than 180 days.
- If the family has repeated lease violations or a serious lease violation that results in an eviction.
- If the unit fails inspection (**Note:** An adequate timeframe is provided by FWHA for the correction of a failed inspection).
- If utilities are not in service.
- If unauthorized individuals have resided in the unit for more than 14 consecutive days or a total of 14 cumulative days within one calendar year.
- If the family breaches a lease agreement with an owner or a repayment agreement or owes money to FWHA or any other PHA.
- If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- If any family member is listed as a sex offender on the *Sex Offender & Crimes against Minors Registry*.
- If any family member fails to sign and submit consent forms for obtaining information in accordance with participating in the HCV program. (**Note:** Special circumstances may be granted by FWHA for disabled individuals).
- If any family member threatens or engages in violent behavior (verbal or physical) towards FWHA personnel.
- If any family member commits a drug-related criminal activity.
- If any family member commits violent criminal activity.
- If any family member engages in alcohol abuse which interferes with the health or safety of other residents and their right to a peaceful environment.

NOTE: Under special circumstances, FWHA may choose not to pursue termination for the following reasons:

If the family member have a physical or mental disability which impairs judgment; or

If the family member successfully completed a supervised drug or alcohol rehabilitation program; or

If the family member is a minor, then advice from Juvenile Court officials may be considered.

The landlord is responsible to enforce the lease with the tenant. FWHA does not get involved in landlord/tenant disputes.

TERMINATION PROCESS

If you suspect that a HCV participant is involved in fraudulent or criminal activity, **please contact FWHA at (260) 267-9300.** (Note: You can request to remain anonymous when making a report to a Housing Specialist). For report investigating, FWHA may obtain police and court documents, as well as other documentation for the purpose of obtaining Credible Evidence. FWHA may pursue termination if a household member engaged in criminal activity based on a Preponderance of Evidence.

Definitions:

Credible Evidence is evidence that is obtained from credible sources (i.e., police or court records) and testimonies from neighbors, when combined with other factual evidence.

Preponderance of Evidence is defined as evidence which has greater weight (proved to be more probable than not) or is more convincing than the opposing evidence.

If a tenant failed to pay their portion of the rent under the *Family Obligation* requirement or have violated the lease, an owner can proceed with the following action:

NON-PAYMENT OF RENT BY TENANT	TENANT EVICTION PROCESS
<p>Before proceeding with an eviction process, the landlord must mail the tenant a Notice letter which contains the following information:</p> <ol style="list-style-type: none"> 1. The precise amount of rental fees and other charges due. 2. A demand notice outlining the payment request or a request that the tenant vacate the premises at the end of a specified time. 3. A notice outlining the actions that will be taken for non-compliance of the Notice letter. <p>An owner may terminate tenancy and proceed with eviction (by judicial action) for non-compliance of the Notice letter.</p>	<p>To initiate eviction the landlord must file a <i>Summons for Unlawful Detainer</i> with the Allen County Court office. A fee will be charged and a hearing date will be scheduled. At the hearing, the tenant will be given an opportunity to provide testimony as to why an eviction should not occur for reasons other than nonpayment.</p> <p style="text-align: center;">Allen County Court Offices:</p> <p style="text-align: center;">Small Claims Division 1 W Superior St Fort Wayne, IN 46802 Phone: 260-449-7130</p> <p style="text-align: center;">Open Monday through Friday from 8:00am—4:30pm</p>

*****Copies of all notices sent to the tenant must also be sent to FWHA*****

NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority or online at <http://www.hud.gov/offices/adm/hudclips/forms/hud5.cfm>.
 - A statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
 - A police or court record, such as a protective order.
- If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
 - The information is required for use in an eviction proceeding, such as to evict the abuser.
 - Release of the information is otherwise required by law.
- The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

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

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Additional Information

- If you have any questions regarding VAWA, please contact Lorez Davis HCVP Administrator at 260-267-9300 x 7200.
- HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/notices/pih/06pihnotices.cfm>.
- For a discussion of VAWA's housing provisions, see the preamble to the final VAWA rule, which is available at <http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf>.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies: VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines *sexual assault* as "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

LANDLORD / TENANT LAWS

As a landlord, we encourage you to visit these websites at www.rentlaw.com to obtain Indiana's *Landlord Tenant* guidelines, as well as other valuable resource information.

If you are viewing this page online, right-click and select
Open hyperlink.

CHAPTER 1. GENERAL PROVISIONS

CHAPTER 2. RECORDING LEASES
LONGER THAN THREE YEARS

CHAPTER 2.9. APPLICATION OF
RESIDENTIAL LANDLORD-TENANT
STATUTES

CHAPTER 3. SECURITY DEPOSITS

CHAPTER 4. MOVING AND STORAGE
OF TENANT'S PROPERTY

CHAPTER 5. RENTAL AGREEMENTS:
RIGHT OF ACCESS

CHAPTER 6. EMERGENCY
POSSESSORY ORDERS

CHAPTER 7. TENANT OBLIGATIONS

CHAPTER 8. LANDLORD OBLIGATIONS
UNDER A RENTAL AGREEMENT

If you are viewing this page as a hard copy, you can find these Indiana Code documents by keying in the following URL addresses into your internet browser.
URL

<http://www.in.gov/legislative/ic/code/title32/ar31/ch1.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch2.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch2.9.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch3.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch4.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch5.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch6.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch7.html>

<http://www.in.gov/legislative/ic/code/title32/ar31/ch8.html>

Unit Availability Form

Date: _____

Rent Amount: \$ _____

Number of Bedrooms: _____

Number of Bathrooms: _____

Address of Unit: _____

Neighborhood: _____

Type of Heat: _____

Type: Apartment: _____ Duplex: _____

Mobile Home: _____ Single Family: _____

Optional
Attach photo here

Utilities:

Utilities Furnished: Gas _____ Electric _____ Water _____

Utilities Unfurnished: Gas _____ Electric _____ Water _____

Hot Water Heater: Gas _____ Electric _____

Appliances Furnished: Stove _____ Refrigerator _____

Amenities:

Central Air Conditioning: _____ or Window Unit: _____ Carpeting: _____ Fenced Yard: _____

Garage/Carport: _____ Basement: _____ Drapes and Hardware: _____

Washer & Dryer: _____ W/D Hook-up: _____ Storm Doors: _____ Storm Windows: _____

Other amenities or remarks: _____

Owner's Name: _____

Phone # _____

RESOURCES AVAILABLE ON FORT WAYNE HOUSING AUTHORITY WEBSITE

LINKS

[Indiana Locally Elected Officials](#)

[Indiana HUD field office](#)

[Indiana Congressional Elected Officials](#)

[HUD PIH Notices, Rules and Regulations](#)

[Indiana Congressional Delegation](#)

[Indiana State Agencies](#)

This URL will provide access to all HUD regulations for Housing Choice Voucher Program.

http://www.access.gpo.gov/nara/cfr/waisidx_05/24cfr982_05.html

Some of the documents available from HUD at the above URL are:

Housing Assistance Payments Contract (HAP) worksheet and sample contract

<http://portal.hud.gov/hudportal/documents/huddoc?id=52641.pdf>

Summary of HUD Lead-Based Paint Regulations

http://www.hud.gov/offices/lead/enforcement/lshr_summary.cfm

HCVP guidebook, Chapter 10 on HQS Housing Quality Standards

<http://www.hud.gov/offices/adm/hudclips/guidebooks/7420.10G/7420g10GUID.pdf>

Housing Quality Standards Inspection Form:

<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

Tenancy Addendum can be found at this HUD URL:

<http://portal.hud.gov/hudportal/documents/huddoc?id=52641-a.pdf>

The City of Fort Wayne website (www.cityoffortwayne.org) provides an online Housing and Building Standards manual at the following URL:

<http://www.cityoffortwayne.org/amlegal-city-code.html>

Appendix A

Example Request for Tenancy Approval Form Packet

- Form HUD 52517
- Owner and Tenant Certification
- Owner and Payee Certification
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Rent Survey
- Sample Proof of Ownership

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 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 outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)

Fort Wayne Housing Authority

2. Address of Unit (street address, apartment number, city, State & zip code)

123 Example St.
Fort Wayne, IN 46806

3. Requested Beginning Date of Lease

11/01/2016

4. Number of Bedrooms

3

5. Year Constructed

2001

6. Proposed Rent

\$525

7. Security Deposit Amt.

\$100

8. Date Unit Available for Inspection

11/01/2016

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)(B)MR ☐ 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	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	NIPSCO	T
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	AEP	T
Water Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	NIPSCO	T
Other Electric	SAMPLE	AEP	T
Water		CU	T
Sewer		CU	T
Trash Collection		NA	NA
Air Conditioning		O	
Refrigerator		O	
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 <i>Joe Manager</i>		Print or Type Name of Household Head <i>Head of Household</i>	
Signature <i>Joe Manager</i>		Signature (Household Head) <i>Head of Household</i>	
Business Address <i>123 Company St Fort Wayne, IN 46800</i>		Present Address of Family (street address, apartment no., city, State, & zip code) <i>123 Home St Fort Wayne, IN 46800</i>	
Telephone Number <i>(260) 555-5555</i>	Date (mm/dd/yyyy) <i>10/26/16</i>	Telephone Number <i>(260) 555-5556</i>	Date (mm/dd/yyyy) <i>10/26/16</i>

Fort Wayne Housing Authority
Request for Tenancy Approval Certification

Owner and Payee Certification

I/We are the lawful owner(s)/agent(s) for this property. Proof of ownership must be demonstrated by providing a copy of the recorded deed or tax records. (This does not apply to *apartment communities* that already have proof of ownership on file with the Fort Wayne Housing Authority.)

Are you a first-time landlord on the Housing Choice Voucher Program? Yes No
(Circle One)

A copy of the (circle one): recorded deed or tax record is attached.

Joe Owner

Name of **Owner** as appears on the recorded deed

Great Rental Properties

Name of **Payee** as appears on the Tax Identification Number verification (if different from Name of Owner)

Last Four Digits of the Tax Identification Number of Payee:

x	x	x	x	x	9	9	9	9
---	---	---	---	---	---	---	---	---

Note: The Tax Identification Number is either the social security number or the Federal Identification Number issued to the payee by the IRS.

If the Fort Wayne Housing Authority has not established a vendor account under this owner and payee name and Tax Identification Number, or if there are any contact information changes (such as change of address, phone number, email, or property manager) a new Landlord Registration Form must be submitted to the Fort Wayne Housing Authority Housing Choice Voucher Program Department.

New landlords must have automatic deposit to participate in the program. Any Automatic Deposit changes will require a new Automatic Deposit of Payments form to be submitted to the Fort Wayne Housing Authority Accounting Department.

I certify that the above information is true and correct to the best of my knowledge.

Joe Owner

10/26/16

Signature of owner/agent

Date

Joe Owner@email.com

Email Address

Fort Wayne Housing Authority
Request for Tenancy Approval Certification

Owner and Tenant Certification

JO

Owner

Initials

HH

Tenant

Initials

Housing Choice Voucher Program regulations restrict owners (including principles or other interested parties) from leasing to family members. I/We certify that I/we are not the parent, child, grandparent, grandchild, sister, or brother of any member of the family seeking to rent this unit.

JO

Owner

Initials

HH

Tenant

Initials

Please list the full names of all family members approved to be household members. ***It is a violation of program rules to have persons other than those listed in the unit.***

- | | |
|----------------------------------|-----------|
| 1. <u>Head of Household name</u> | 6. _____ |
| 2. <u>Spouse name</u> | 7. _____ |
| 3. <u>Child name</u> | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

JO

Owner

Initials

HH

Tenant

Initials

Please tell us the term of the lease. The initial term of the lease must be for a least one year.

Initial Lease Term: 1 year

Tenant's Current Landlord	Tenant's Previous Landlord
Name <u>First Landlord Ever</u>	Name <u>N/A</u>
Address <u>15 Anywhere St</u>	Address _____
City <u>Lima</u> St <u>OH</u> ZIP <u>43300</u>	City _____ St _____ ZIP _____
Phone # <u>260-555-5757</u>	Phone # _____

I certify that the above information is true and correct to the best of my knowledge.

Joe Owner

10/26/16

Signature of Owner/Agent

Date

Head of Household

10/26/16

Signature of Head of Household

Date

Tenant@email.com

Tenant Email Address

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Joe Owner 10/26/16

Lessor _____ Date _____ Lessor _____ Date _____

Head of Household 10/26/16 _____

Lessee _____ Date _____ Lessee _____ Date _____

Rent Survey

Unit Details:

123 Example St

Unit Address

Fort Wayne

IN

46800

City

Beautiful Homes Village

State

ZIP Code

Subdivision/Apartment Complex

Requested monthly rent \$ 500

Square Footage 997

Year Built 1981

Number of Bedrooms 2

Number of Full Bathrooms 1

Number of ½ Bathrooms 1

Property Type (Select One):

- ☒ House
 ☐ Duplex
 ☐ Condo/Co-op
 ☐ Low-Rise
☐ Apartment
 ☐ Triplex
 ☐ Townhouse/Villa
 ☐ High-Rise
☐ Mobile Home
 ☐ 4-Plex
 ☐ Row House
 ☐ Loft

Overall Condition (Select One):

- ☐ Excellent: New or fully renovated since last occupied
☒ Above Average: Recently restored or remodeled
☐ Average: Mild wear, a few minor updates and repairs needed
☐ Fair: Heavy wear, several minor updates and repairs needed
☐ Poor: Extensive wear, major updates or repairs needed

Utilities:

Information MUST match the Request for Tenancy Approval

Are the following included in rent?

- Electric ☐ Yes ☒ No
 Water ☐ Yes ☒ No
 Gas/Oil ☐ Yes ☒ No
 Sewer ☐ Yes ☒ No
 Lawn Care ☐ Yes ☒ No
 Trash Pickup ☐ Yes ☒ No

Fuel Type (Place an "X" in the appropriate boxes)	Heating	Water Heating	Cooking
Natural Gas	X		X
Electric		X	
Bottle Gas/Propane			
Oil			
Coal/Other (Specify)			

Amenities and Features:

Select heating style:

- ☒ Furnace ☐ Baseboard ☐ Boiler
☐ Heat Pump ☐ Radiator ☐ Window/Wall Unit
☐ Other (specify): _____

Does the owner supply air conditioning?

☒ Yes ☐ No

If yes, select cooling style:

- ☒ Central Air ☐ Window/Wall Unit ☐ Swamp Cooler
☐ Other (specify) _____

Laundry (select type):

- ☐ Washer in unit ☐ Dryer in unit ☐ Onsite laundry
☒ Washer/dryer hook-up ☐ None/other (specify) _____

Parking (select type):

Number of cars/spaces:

1 2 3+

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> Carport | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Garage (must be fully functional & accessible to tenant) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Assigned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Driveway | | | |
| <input type="checkbox"/> Unassigned | | | |
| <input checked="" type="checkbox"/> Street | | | |
| <input type="checkbox"/> None/Other(specify) _____ | | | |

Other amenities provided by owner (select all that apply):

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Range/stove | <input type="checkbox"/> Security system | <input type="checkbox"/> Fireplace |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Age restricted | <input type="checkbox"/> Swimming pool |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Lift/elevator | <input checked="" type="checkbox"/> Ceiling fans |
| <input type="checkbox"/> Garbage disposal | <input type="checkbox"/> Gated community | <input type="checkbox"/> Fenced Yard |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Cable Included | <input type="checkbox"/> Balcony/porch/patio |

This information is true and correct to the best of my knowledge. I understand that the information provided will be used to determine reasonable rent, and that any information on these forms that is incorrect or unverifiable may result in a rent adjustment.

*Joe Owner**(260) 555-5555*

Landlord/Property Manager Name

Phone

*Joe Owner**10/26/16*

Signature

Date

Sample Proof of Ownership

This is a sample tax record. You may also submit a copy of the recorded deed

Reprinted: 6/7/2011 1:29:03PM

TAX ID NUMBER	DUPPLICATE NUMBER	2010 Payable 2011	PROPERTY TYPE	BILLED MORTGAGE COMPANY
1933120	1933120	Real		
PARCEL NUMBER	TAXING UNIT NAME	TOTAL TAX RATE	HOMESTEAD CREDIT %	REPLACEMENT CREDIT RATE
	FW Wayne	3.1590	10.1121	



Sec 2 Lot 130

Section: 0028
Township: 0012
Acres: 0

Net Property Tax Spring:	201.92
Delinquent Tax:	0.00
Delinquent Penalty:	0.00
Penalty & Fees:	0.00
Property Tax Adjustments:	0.00
Other Assessments	
Current Tax:	5.00
Delinquent Tax:	0.00
Delinquent Penalty:	0.00
Assessment Adjustments:	0.00

Less Spring Payments 206.92

0001933120 000000000000

Do Not Pay (See Copy B) 0.00

Reprinted: 6/7/2011 1:29:03PM

TAX ID NUMBER	DUPPLICATE NUMBER	2010 Payable 2011	PROPERTY TYPE	BILLED MORTGAGE COMPANY
1933120	1933120	Real		
PARCEL NUMBER	TAXING UNIT NAME	TOTAL TAX RATE	HOMESTEAD CREDIT %	REPLACEMENT CREDIT RATE
	FW Wayne	3.1590	10.1121	



Sec 2 Lot 130

Section: 0028
Township: 0012
Acres: 0

Net Property Tax Fall:	201.92
Penalty & Fees:	0.00
Property Tax Adjustments:	0.00
Other Assessments	
Current Tax:	0.00
Assessment Adjustments:	0.00

0001933120 000000020192

Amount Due By 11/10/2011: 201.92

Reprinted: 6/7/2011 1:29:03PM

TAX ID NUMBER	DUPPLICATE NUMBER	2010 Payable 2011	PROPERTY TYPE	BILLED MORTGAGE COMPANY
1933120	1933120	Real		
PARCEL NUMBER	TAXING UNIT NAME	TOTAL TAX RATE	HOMESTEAD CREDIT %	REPLACEMENT CREDIT RATE
	FW Wayne	3.1590	10.1121	

Property Address:

Total Net Property Tax:	403.84
Delinquent Tax:	0.00
Delinquent Penalty:	0.00
Penalty & Fees:	0.00
Property Tax Adjustments:	0.00
Other Assessments	
Current Tax:	5.00
Delinquent Tax:	0.00
Delinquent Penalty:	0.00
Assessment Adjustments:	0.00

Less Payments Received: 206.92

Current Account Balance: 201.92

Appendix B

Landlord Information Packet

- Cover Letter
- Landlord Registration
- Automatic Deposit of Payments Form
- Form W-9

Fort Wayne & Decatur Housing Authority Landlord Information Packet

The attached forms must be completed **in full** in order to register for participation in the Housing Choice Voucher Program.

Contents:

Landlord Registration Form
IRS form W-9
Automatic Deposit of Payments Form

Landlord Registration Form

- A separate landlord registration must be completed for each Tax Identification Number under which payments are to be made.
- Enter the lawful owner of the property where indicated. This must be the name that appears on the deed for all properties paid under this account.
- Mail and other correspondence from the Fort Wayne Housing Authority can only be sent to one address. If another party manages the property, the owner and the property manager must decide which address to have mail sent to. The addressee and mailing address must be indicated on the Landlord Registration form.
- Any contact information changes such as change of address, phone number, email, or property managers will require a new Landlord Registration Form to be submitted to the Fort Wayne Housing Authority Housing Choice Voucher Program Department. You will receive important notifications by mail or email that could affect your HAP payment. You are responsible for maintaining your correct information with the Fort Wayne Housing Authority.

IRS form W-9

- The Tax Identification Number is either the social security number of the payee, or the Employer Identification Number issued to the payee by the IRS. If the Tax Identification Number is assigned to someone other than the Legal Owner, such as a property manager or other business entity, legal documentation must be shown to verify that the person or entity listed below is authorized to receive payments.
 - Example 1: The owner listed on the deed is John Doe, but the tax identification number under which payments are to be made is for John Doe Enterprises. Legal documentation must be provided to show that John Doe is the owner of John Doe Enterprises.
 - Example 2: The owner listed on the deed is John Doe, but the tax identification number under which payments are to be made is for ABC Property Management Company. John has contracted with ABC Property Management Company to manage his property and receive payments. Legal documentation must be provided to show that ABC Property Management Company is authorized to receive payments for John Doe's properties
- To help eliminate IRS withholding penalties for incorrect taxpayer identification, a copy of your IRS notification assigning your TIN or a copy of your social security card as verification of your Tax Identification Number **must be submitted before any action can be taken.**
- **Please provide a copy of your photo identification.**

Automatic Deposit of Payments Form

- New landlords must have automatic deposit to participate in the program. Any Automatic Deposit changes will require a new Automatic Deposit of Payments form to be submitted to the Fort Wayne Housing Authority Accounting Department.

Fort Wayne & Decatur Housing Authority

7315 Hanna Street
Fort Wayne, Indiana 46816
Telephone: (260) 267-9300
Facsimile: (260) 267-9306

Landlord Registration Housing Choice Voucher Program

Joe Owner

Legal Name of Owner as appears on deed

Great Rental Properties Inc

Legal Name of Payee as appears on Tax Identification Document (if same as Legal Name of Owner leave blank)

John Manager

Name of Addressee as will appear on all written correspondence from FWHA (if same as Legal name of Owner and Legal Name of Payee leave blank)

Corresponding Mailing Address 123 Company St

City State ZIP Fort Wayne, IN 46800

Primary Email joeowner@yahoo.com

Alternate email propmanager@yahoo.com

Preferred Phone Numbers

Office 260-555-5555

Home

Mobile 260-555-5666

FAX

Other 1

Other 2

Tax Identification Number (from Part I of IRS Form W-9)

9	9	9	9	9	9	9	9
---	---	---	---	---	---	---	---

01/01/1960

999-99-9999

Date of Birth

Social Security Number

Joe Owner

Joe Owner

10/26/16

Printed Name Property Owner

Signature

Date

Office Use: Unit Address: Potential Tenant: CS Init

By signing this form you are consenting to a criminal background check, sex offender check, federal exclusion list search, and delinquent tax search. Refusal to sign this form will disqualify you from the program.

Fort Wayne & Decatur Housing Authority

7315 Hanna St
Fort Wayne, Indiana 46816
Telephone: (260) 267-9300
Facsimile: (260) 267-9306

Automatic Deposit of Payments Form

First & Last Name or Business Name: Joe Owner

Tax Identification Number: 999-99-9999

ACH Information(Direct Deposit Account ID)

Name of Bank Big America Bank

Bank Transit # (9 digits) 999999999

Bank Acct # 999999

Name on Account John Manager

Savings Acct _____ or Checking Acct X

AUTHORIZATION:

I authorize the **Housing Authority** to initiate credit entries to my bank account. I understand that this authorization will allow said Agency to debit the above account if funds are credited erroneously to this account. This authority is to remain in effect until revoked by me in writing and until the Agency actually receives such notice of termination. The Agency will make the necessary changes within 10 business days of receipt of such notice of termination. Notice of transmittal to the bank will be mailed within 10 business days of transmission.

Signature of Account Holder: Joe Owner Date: 10/26/16

Signature of Property Owner: John Manager Date: 10/26/16

**PLEASE ATTACH A COPY OF A VOIDED CHECK OR SAVINGS DEPOSIT SLIP TO
THIS FORM AS PART OF THE AUTHORIZATION**

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. <i>Joe Owner</i>	
2 Business name/disregarded entity name, if different from above <i>Great Rental Properties</i>	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) <i>123 Company St</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>Fort Wayne, IN 46800</i>	
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									
9	9	9	-	9	9	-	9	9	9
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ <i>Joe Owner</i>	Date ▶ <i>10/26/16</i>
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

Appendix C
Policy on HQS Inspections and Rent Reasonableness Determinations

- Fort Wayne Housing Authority Chapter 8

Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements.

All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS. Effective July 1, 2014, PHAs may establish a policy for performing unit inspections biennially rather than annually. This policy could apply to some or all assisted units. PHAs still have the option to inspect every unit annually. See Section 8-II.G for further details.

HUD also requires PHAs to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and PHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS

8-I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Exhibit 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also recognizes that certain judgments about the acceptability of the unit are left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic appearance of the facilities is acceptable. Exhibit 8-2 summarizes those items that are considered tenant preferences.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

PHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to the PHA for review.

8-I.B. ADDITIONAL LOCAL REQUIREMENTS

The PHA may impose variations to the HQS as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to the HQS. HUD approval is not required if the variations are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

Thermal Environment [HCV GB p.10-7]

The PHA must define a —healthy living environment‖ for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

PHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.

Clarifications of HUD Requirements

PHA Policy

As permitted by HUD, the PHA has adopted the following specific requirements that elaborate on HUD standards.

Walls

In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

Windows

Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a weather-tight seal.

Window screens must be in good condition (applies only if screens are present).

Doors

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe is permitted.

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All sinks must have functioning stoppers.

Toilets

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Security

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

PHA Policy

The following are considered life-threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements. See 8-II-G.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear that results in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the PHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the ~~—hazard reduction~~ as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in Chapter 16.

8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.401, 24 CFR 982.403]

A dwelling unit must:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS space standards is defined as *overcrowded*.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections.* The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection on or before the effective date of the HAP Contract.
- *Annual/Biennial Inspections.* HUD requires the PHA to inspect each unit under lease at least annually or biennially, depending on PHA policy, to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the HQS.

Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

Inspection Costs

The PHA may not charge the family or owner for unit inspections or reinspections [24 CFR 982.405(e)]. In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

Notice and Scheduling

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

PHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 7:00 a.m. and 7:00 p.m. Generally inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

Owner and Family Inspection Attendance

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

PHA Policy

When a family occupies the unit at the time of inspection, someone 18 years of age or older should be present at the scheduled date and time of the inspection. The presence of the owner or the owner's representative is encouraged but is not required. However access to the unit is ultimately the responsibility of the owner or the owner's representative.

At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

In either case, failure to have the appropriate representative present at the time of inspection, may cause the unit to go into abatement or termination of assistance due to a violation of family obligations.

Missing more than 2 inspections in a twelve month period will be a violation of the participant's requirements and the family may be terminated according to guidelines in Chapter 12.

Inspections are scheduled in two to four hour windows. The inspectors will give a 10 minute call ahead for initial inspections only. When an inspection is scheduled in a multi-family complex with on-site management, the inspector will contact the office if no one is at the unit. In the event that there is more than one inspection with the same landlord during the same time window, the inspector will notify the landlord of which unit will be inspected first if requested.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timing of Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

PHA Policy

The PHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days to the extent practicable (not to extend past 30 days) of submission of the Request for Tenancy Approval (RTA).

Inspection Results and Reinspections

PHA Policy

The unit should be move-in ready at the time of the initial inspection. If the inspector finds 5 or more major fail items, FWHA will discontinue the inspection until the unit is move-in ready. A fail list of those five items will be issued in this circumstance. This policy will be waived for first-time landlords. First time landlords who use a management agent familiar with the FWHA HQS guidelines will not be given this waiver on the initial inspection.

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within 10 business days of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, the PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval after the owner has made repairs, if they are unable to locate another suitable unit.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

PHA Policy

All utilities must be on at the time of any inspection.

Appliances

PHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [FR Notice 6/25/14]

PHA Policy

Each unit under HAP contract must be inspected within 24 months of the last full HQS inspection.

The PHA will accept the results of inspections performed by HUD or for other housing programs such as HOME or LIHTC.

Scheduling the Inspection

PHA Policy

If someone 18 years of age or older cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within 10 business days of the originally-scheduled date. The PHA may schedule an inspection more than 10 business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [HCV GB, p. 10-30]

The PHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. If the reported condition is not life-threatening (i.e., the PHA would require the owner to make the repair within no more than 30 calendar days), then the PHA must inspect the unit within 15 days of when the PHA received the complaint.

PHA Policy

During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional health and safety HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.

8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

PHA Policy

When life-threatening conditions are identified, the PHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are not life-threatening are identified, the PHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with PHA policy (see 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12).

Extensions

For conditions that are life-threatening, the PHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate [24 CFR 982.404].

PHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because required parts or services are not available.

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Reinspections

PHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

PHA Policy

The PHA will make all HAP abatements effective the first of the month following the expiration of the PHA specified correction period (including any extension).

The PHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

PHA Policy

The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 60 days.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

PHA-Owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-Initiated Rent Determinations

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

PHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units.

The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after the PHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

PHA- and HUD-Initiated Rent Reasonableness Determinations

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

PHA Policy

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

LIHTC- and HOME-Assisted Units [24 CFR 982.507(c)]

For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

Units that Must Not Be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Note: Notice PIH 2011-46, issued August 17, 2011, provides further guidance on the issue of what constitutes an assisted unit.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

8-III.D. PHA RENT REASONABLENESS METHODOLOGY

How Market Data Is Collected

PHA Policy

The PHA will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database.

How Rents Are Determined

PHA Policy

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences.

The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).

The adjustment must reflect the rental value of the difference—not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $\$500 \times 11 \text{ months} = 5500/12 \text{ months} = \text{actual monthly rent of } \488 .

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 business days of the PHA's request for information or the owner's request to submit information.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Heath/Safety

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities.* The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
- *Food Preparation and Refuse Disposal.* The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
- *Space and Security.* The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
- *Energy conservation items.* The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
- *Illumination and Electricity.* The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

- (6) *Structure and Materials*. Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- (7) *Indoor Air*. Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- (8) *Sanitary Conditions*. The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- (9) *Neighborhood conditions*. Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

Appendix D

Lead Based Paint

- Fort Wayne Housing Authority Lead Based Paint Policy

General Laws and Penalties

Several regulations are in place from both HUD and the EPA regarding lead-based paint. For simplicity, the Fort Wayne Housing Authority has adopted a policy that merges these requirements into one local policy that complies with the Federal Regulations from both agencies. The purpose of this modified policy is to provide maximum protection to the families with a minimum financial and administrative burden on both the Fort Wayne Housing Authority and owners that participate in the Housing Choice Voucher Program.

This policy is effective July 1, 2013.

Publications and Codes

- ***Housing and Urban Development: Lead-Based Paint Poisoning Prevention in Certain Residential Structures***
24 CFR Part 35
- ***Protection of Environment: Lead-Based Paint Poisoning Prevention in Certain Residential Structures***
40 CFR Part 745 Subpart E
- ***Guidance of EPA's Lead-Based Paint Renovation, Repair and Painting (RRP) Rule, HUD's Lead Safe Housing Rule, and the EPA –HUD Lead Disclosure Rule***
Notice PIH 2011-44 (HA)
United States Department of Housing and Urban Development
- ***Lead Compliance Toolkit***
HUD's Lead-Based Paint Regulations (24 CFR Part 35)
U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
- ***Protect Your Family From Lead In Your Home***
United States Environmental Protection Agency
United States Consumer Product Safety Commission
United States Department of Housing and Urban Development
- ***The Lead-Safe Guide to Renovate Right***
Important lead hazard information for families, child care providers and schools
United States Environmental Protection Agency
United States Department of Housing and Urban Development
- ***Small Entity Compliance Guide to Renovate Right***
EPA's Lead-Based Paint Renovation, Repair, and Painting Program
United States Environmental Protection Agency
Office of Chemical Safety and Pollution Prevention

Penalties

Failure or refusal to comply with any provision of Title 40 Part 745 Subpart E is a violation of TSCA section 409 (15 U.S.C. 2689). Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. 2615) for each violation.

Under TSCA, EPA (or a state, if this program has been delegated to it) may file an enforcement action against violators seeking penalties of up to \$37,500 per violation, per day.

Pursuant to a Memorandum of Understanding between HUD and EPA, if EPA visits a HUD-assisted property to investigate for compliance with the Lead Disclosure Rule, you should notify the investigator that this is a HUD-assisted property and should refer the investigator to the Office of Healthy Homes and Lead Hazard Control for further investigation and resolution.

Failure to comply with the Lead Disclosure Rule can result in civil money penalties issued by HUD or the Environmental Protection Agency.

It would be a violation of the Fair Housing Act for housing providers to refuse to rent or sell a unit, even one with lead-based paint hazards, or to provide other services to at-risk households.

Failure to comply with any of the Federal or local guidelines will result in HQS enforcement by the FWHA.

Lead-Based Paint Hazards

Health Effects

Because children's growing bodies absorb more lead, lead is especially dangerous to children under six years of age. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age. In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage
- High amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death
- Even children who appear healthy can have dangerous levels of lead in their bodies

Lead is also harmful to adults. In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills
- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Lead Exposure

Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978. Lead-based paint in older housing is the primary cause of childhood lead poisoning.

Lead in dust is the most common way people are exposed to lead. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. Lead dust is often invisible. People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities. People may also breathe in lead dust or fumes if they disturb lead-based paint.

People can also get lead in their bodies from lead in soil or paint chips.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as windows and window sills, doors and door frames, and stairs, railings, banisters, and porches.

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Projects that disturb painted surfaces can create dust and endanger you and your family. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

Certification Requirements and Responsibilities

Certification Guidelines

Certification requirements and responsibilities apply to any activity that disturbs painted surfaces, unless the unit was built in 1978 or later or has been certified as lead-free.

All firms must be certified (even sole-proprietors).

All renovators must be trained, either as a certified renovator or on-the-job by a certified renovator

Lead-safe work practices must be followed.

To become a certified renovator or certified dust sampling technician, an individual must successfully complete the appropriate course accredited by EPA

To maintain renovator certification or dust sampling technician certification, an individual must complete a renovator or dust sampling technician refresher course accredited by EPA within 5 years of the date the individual completed the initial course.

If the individual does not complete a refresher course within this time, the individual must re-take the initial course to become certified again.

EPA may suspend, revoke, or modify an individual's certification if the individual or firm fails to comply with Federal lead-based paint statutes or regulations, submits false or misleading information to EPA in its application for certification or re-certification, or fails to maintain or falsifies records.

Certified Firm Responsibilities

A Certified Firm must ensure that:

- A certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities.
- All renovations performed by the firm are performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program.
- Pre-renovation education and lead pamphlet distribution requirements of the Lead-Based Paint Renovation, Repair, and Painting Program are performed
- The program's recordkeeping requirements are met

Certified Renovator Responsibilities

A Certified Renovator must:

- Perform or regularly direct work that is being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area
- Provide on-the-job training to other workers (who have not taken the certified renovator training course) on the lead safe work practices to be used in performing their assigned tasks
- Be physically present at the work site when the signs are posted, while the work area containment is being established, and while the work area cleaning is performed
- Be available, either on-site or by telephone, at all times that renovations are being conducted
- Perform project cleaning verification
- Use an acceptable test kit to determine whether components to be affected by the renovation contain lead-based paint, when applicable
- Have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate
- Prepare required records

Work Practices

General Requirements

Work practice requirements and responsibilities apply to any activity that disturbs painted surfaces, unless the unit was built in 1978 or later or has been certified as lead-free.

Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.

Anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978 must follow RRP Rule requirements.

Any activity that disturbs paint in pre-1978 housing and child-occupied facilities, including remodeling and repair/maintenance, electrical work, plumbing, painting preparation, carpentry, and window replacement are subject to the RRP program.

Before beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed.

The firm must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while the renovation is being performed.

The firm must also ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.

The work areas should not be accessible to occupants while the work occurs.

Any physical defect in the substrate of a painted surface or component that is causing deterioration of the surface or component shall be repaired before treating the surface or component.

Before applying new paint, all loose paint and other loose material shall be removed from the surface to be treated.

Paint stabilization shall include the application of a new protective coating or paint.

Treatment for friction surfaces should eliminate friction points or treat the friction surface so that paint is not subject to abrasion.

Occupant Safety

Occupants shall not be permitted to enter the worksite during hazard reduction activities, until after hazard reduction work has been completed and clearance, if required, has been achieved. Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards.
- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

Interior Renovations

Remove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed.

Close and cover all ducts opening in the work area with taped-down plastic sheeting or other impermeable material.

Close windows and doors in the work area.

Cover doors with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.

Cover the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater.

Floor containment measures may stop at the edge of the vertical barrier when using a vertical containment system consisting of impermeable barriers that extend from the floor to the ceiling and are tightly sealed at joints with the floor, ceiling and walls.

Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris before leaving the work area.

Exterior Renovations

Close all doors and windows within 20 feet of the renovation.

Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.

Cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering.

In situations such as where work areas are in close proximity to other buildings (within 10 feet of the property line), windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.

A vertical containment is a vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations but it may be used on any renovation.

Soil-Lead Hazards

Impermanent surface coverings such as gravel, bark, sod, and artificial turf may be used to treat lead-contaminated soil if applied in accordance with the following requirements:

- Impermanent surface coverings selected shall be designed to withstand the reasonably-expected traffic. For example, if the area to be treated is heavily traveled, neither grass nor sod shall be used.
- When loose impermanent surface coverings such as bark or gravel are used, they shall be applied in a thickness not less than six inches deep.
- The impermanent surface covering material shall not contain more than 400 µg/g of lead.
- Adequate controls to prevent erosion shall be used in conjunction with impermanent surface coverings.

Land use controls may be used to reduce exposure to soil-lead hazards only if they effectively control access to areas with soil-lead hazards. Examples of land use controls include: fencing, warning signs, and landscaping. Land use controls shall be implemented only if residents have reasonable alternatives to using the area.

Prohibited Work Practices

The following practices are prohibited in any repair for renovation that disturbs paint:

- Open-flame burning or torching of painted surfaces
- The use of machines designed to remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation
- Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system

- Operating a heat gun on painted surfaces is permitted only at temperatures below 1,100 degrees Fahrenheit

Cleaning Procedures

Waste that has been collected from renovation activities must be stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.

Collect all paint chips and debris and, without dispersing any of it, seal this material in a heavy-duty bag.

Remove the protective sheeting and mist the sheeting before folding it, fold the dirty side inward, and either tape shut to seal or seal in heavy-duty bags.

Sheeting used to isolate contaminated rooms from non-contaminated rooms must remain in place until after the cleaning and removal of other sheeting.

Dispose of the sheeting as waste.

Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.

Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum equipped with a beater bar for vacuuming carpets and rugs.

Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth.

Mop uncarpeted floors thoroughly, using a mopping method that keeps the wash water separate from the rinse water, such as the 2-bucket mopping method, or using a wet mopping system.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

Use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned.



Disclosure, Notification, Signage and Record Keeping

Disclosure

Before the lessee is obligated under any contract to lease target housing, a lessor of target housing shall:

- Disclose to lessee the presence of any known lead-based paint and/or lead-based paint hazards and include the disclosure as an attachment or within the contract
- Provide available records and reports and include a list of the records as an attachment or within the contract
- Provide the lessee with the EPA-approved lead hazard information pamphlet *Protect Your Family from Lead in Your Home*
- Attach specific disclosure and warning language to the leasing contract before the lessee is obligated under a contract to lease target housing
- Include, as an attachment or within the contract, in the language of the contract, a Lead Warning Statement with the following language:
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
- Include, as an attachment or within the contract, a statement by the lessee affirming receipt of the above information, containing the signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature
- When any agent is involved in the transaction to lease target housing on behalf of the lessor, include, as an attachment or within the contract, a statement that the agent has informed the lessor of the lessor's obligations and the agent is aware of his/her duty to ensure compliance with the requirements

Notification

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978. No more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, the firm performing the renovation must provide the owner or occupant of the unit with:

- The pamphlet *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools*
- A notice describing the general nature and locations of the planned renovation activities, and the expected starting and ending dates. This statement should include the owner or occupant's name and acknowledging receipt of the pamphlet prior to the start of renovation, the address of the unit undergoing renovation, the signature of the owner or occupant as applicable, and the date of signature

Signage

While the renovation is ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date.

These signs must be posted in areas where they are likely to be seen by the occupants of all of the affected units.

The signs must be accompanied by a posted copy of the pamphlet or information on how interested occupants can review a copy of the pamphlet or obtain a copy from the renovation firm at no cost to occupants.

Firms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area.

To the extent practicable, these signs must be in the primary language of the occupants.

These signs must be posted before beginning the renovation and must remain in place and readable until the renovation and the post-renovation cleaning verification have been completed.

Record Keeping

Firms performing renovations must retain and, if requested, make available all records necessary to demonstrate compliance for a period of 3 years following completion of the renovation.

The lessor, and any agent, shall retain a copy of the disclosure, notification, and clearance information required no less than 3 years from the commencement of the leasing period.

If the owner is claiming an exemption from this rule for leases because a lead-based paint inspection found the housing lead-based paint free, the owner or the owner's agent should retain the inspection report and other documents that support the claim indefinitely.

EPA Regional Offices may request to perform document inspections to assess compliance with the Lead Disclosure Rule and/or the EPA Lead Pre-Renovation Education Rule.

The owner or agent must provide the Fort Wayne Housing Authority copies of all requested records, including but not limited to:

- Verification of Renovator Certification
- Verification of Firm Certification
- Third-Party Clearance Reports



Post Renovation Cleaning and Clearance

Levels of Cleaning and Clearance

Paint stabilization must be completed within 30 days of notification of the owner of the results of the visual assessment and may be delayed for a reasonable time during a period when weather conditions are unsuitable for conventional construction activities. If the owner does not complete the hazard reduction required, the dwelling unit is in violation of Housing Quality Standards (HQS) until the hazard reduction is completed.

There are three levels of cleaning and clearance requirements:

- Level 1 is the most basic level. It requires cleaning and visual verification by a certified renovator. Level 1 clearance is required on all renovations and repairs that disturb painted surfaces.
- Level 2 is more stringent. It requires all of the requirements of level one, plus additional clearance testing by a certified lead-based paint inspector or risk assessor. Level 2 clearance is only required if the project will disturb more than the *de minimus* levels of paint.
- Level 3 clearance is the most restrictive. It requires all of the requirements of Levels 1 and 2, plus additional precautions and verification. Level 3 clearance is only required if there is a child under six in the home with Environmental Intervention Blood Lead Levels (EIBLL).

Level 1

After a successful visual inspection, a certified renovator must verify that the work area has been adequately cleaned, using the following procedures:

- Obtain a Cleaning Verification Card developed and distributed by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed
- Wipe the windowsills, walls, countertops, and floors with a wet disposable cleaning cloth that is damp to the touch
- For areas greater than 40 square feet, separate the area into sections and use a new disposable cleaning cloth for each section
- If the cloth matches or is lighter than the cleaning verification card, the area has been adequately cleaned
- If the cloth does not match and is darker than the cleaning verification card, re-clean the area and repeat cloth test
- For exterior surfaces, a certified renovator must perform a visual inspection to determine whether dust, debris or residue is still present on surfaces in and below the work area, including windowsills and the ground
- If dust, debris or residue is present, these conditions must be eliminated and another visual inspection must be performed

Any encapsulation or enclosure of lead-based paint or lead-based paint hazards which has failed to maintain its effectiveness shall be maintained.

Each dwelling unit shall be provided with written notice asking occupants to report deteriorated paint and, if applicable, failure of encapsulation or enclosure after the initial renovation.

Level 2

Level 2 is required on dwelling units in which the amount of paint being disturbed exceeds the *de minimus* levels of:

- 2 square feet or less of paint per room inside
- 20 square feet or less on the exterior of a home or building (not including window replacement and projects involving demolition or prohibited practices)
- 10% of the total surface area on an interior or exterior type of component with a small surface area (such as windowsills, baseboards, and trim)

HUD requires a clearance examination done by an independent party instead of the certified renovator's cleaning verification procedure.

Clearance examinations shall include a visual assessment, dust sampling, submission of samples for analysis for lead in dust, interpretation of sampling results, and preparation of a report.

Testing and clearance exams shall be performed by a certified lead-based paint inspector or risk assessor.

A Re-evaluation shall be conducted no later than two years from completion of hazard reduction.

Subsequent reevaluation shall be conducted at intervals of two years, plus or minus 60 days.

To be exempt from additional reevaluation, at least two consecutive reevaluations conducted at such two-year intervals must be conducted without finding lead-based paint hazards or a failure of an encapsulation or enclosure.

Level 3

Level 3 is required when there is a child with Environmental Intervention Blood Lead Levels in the home.

Lead-poisoned children are commonly referred to as having an Elevated Blood-lead Level (EBL). These requirements however, are triggered when a child has a blood test result at the Environmental Intervention Blood Lead Level (EIBLL), defined as 20 micrograms (µg) of lead per deciliter (dL) of blood on a single test, or 15 to 19 µg/dL in two tests taken at least 3 months apart.

The PHA must verify with a public health department or other medical health care provider that a child of less than 6 years of age living in an assisted dwelling unit has been identified as having an environmental intervention blood lead level.

If the child is no longer living in the unit when the PHA receives notification, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements apply just as they do if the child still lives in the unit.

Within 15 days the PHA shall complete a risk assessment of the dwelling unit in which the child lived at the time the blood was last sampled and of the common areas servicing the dwelling unit, unless a public health department has already conducted an evaluation.

After receiving information from a source other than a public health department or other Within 30 days after receiving the risk assessment report, the owner shall complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330.

Hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement or when the public health department certifies that the lead-based paint hazard reduction is complete.



Appendix E

Voucher

- Sample HUD form 52646- Housing Choice Voucher

Voucher

Housing Choice Voucher Program

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

OMB No. 2577-0169
(Exp. 04/30/2018)

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

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

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number 9999
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size 3
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy) 10/26/16
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy) 12/26/16
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative Head of Household Name	6. Signature of Family Representative <i>Head of Household</i>	Date Signed (mm/dd/yyyy) 10/26/16

7. Name of Public Housing Agency (PHA) **Fort Wayne Housing Authority**

8. Name and Title of PHA
Official

**Jane Worker,
Housing Specialist**

9. Signature of PHA
Official

Jane Worker

Date Signed (mm/dd/yyyy)

10/26/16

1. Housing Choice Voucher Program

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

2. Voucher

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

3. PHA Approval or Disapproval of Unit or Lease

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

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA.

This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

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

4. Obligations of the Family

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

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

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

SAMPLE

SAMPLE

SAMPLE

Appendix F

HAP Contract

- Sample HUD form 52641- Housing Assistance Payments Contract

**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.

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

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

Part A of the HAP Contract: Contract Information

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

- 1. Contents of Contract** This HAP contract has three parts:

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

- 2. Tenant**

Head of Household Name

- 3. Contract Unit**

123 Example St Fort Wayne, IN 46800

- 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.

Head of Household Name

Spouse Name

Child Name

- 5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): **11/1/16**

The initial lease term ends on (mm/dd/yyyy): **10/31/16**

- 6. Initial Rent to Owner**

The initial rent to owner is: \$ **525** 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 \$ **352** 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 <input checked="" type="checkbox"/>	Bottle Gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	Coal or Other <input type="checkbox"/>		T
Cooking	Natural Gas <input type="checkbox"/>	Bottle Gas <input type="checkbox"/>	Oil or Electric <input checked="" type="checkbox"/>	Coal or Other <input type="checkbox"/>		T
Water Heating	Natural Gas <input checked="" type="checkbox"/>	Bottle Gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	Coal or Other <input type="checkbox"/>		T
Other Electric						T
Water						T
Sewer						T
Trash Collection						T
Air Conditioning					N/A	N/A
Refrigerator					O	
Range/Microwave					O	
Other (specify)						

Fort Wayne Housing Authority

Print or Type Name of PHA

Housing Authority Manager

Signature

Housing Authority Manager

Print or Type Name and Title of Signatory

11/1/16

Date (mm/dd/yyyy)

Joe Owner

Print or Type Name of Owner

Joe Owner

Signature

Joe Owner

Print or Type Name and Title of Signatory

11/1/16

Date (mm/dd/yyyy)

Mail Payments to:Name **Joe Owner****123 Company St Fort Wayne, IN 46800**

Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

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

9. Prohibition of Discrimination. In accordance with applicable 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.**

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

17. Entire Agreement: Interpretation

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

SAMPLE

SAMPLE

SAMPLE

SAMPLE

**Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development**
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**

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

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

d Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(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.

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.

16. Notices