

DELAWARE COUNTY HOUSING AUTHORITY



1855 Constitution Avenue
Woodlyn, Pennsylvania 19094
610-876-2521 Fax: 610-490-6246
TDD#: 610-876-3341



TO: PROSPECTIVE HOUSING CHOICE VOUCHER LANDLORDS
FROM: LAURA D. BLACKBURN, P.H.M., S.H.M.
DIRECTOR, HOUSING CHOICE VOUCHER PROGRAM

Board of Commissioners:

Paul G. Mattus, CHM
Francis J. Bernhardt, Jr.
William T. Neill, III, Esq.
Robert Boland
Deborah Italiano

Executive Director and Secretary

Lawrence E. Hartley, P.H.M.

Solicitor

Stephen J. Polaha, Esq.

Thank you for your interest in the Housing Choice Voucher Program (HCVP). I hope this packet will answer any questions or concerns that you may have regarding the program. If after your review, you have any further questions, please feel free to contact any of my staff members who will be happy to assist you. A listing of caseworkers has been included. You may reach them Monday through Friday between the hours of 9:00 AM and 4:00 PM. Please visit our website at: www.dcha1.org.

- Housing Choice Voucher Program Fact Sheet
- Listing of Caseworkers
- Listing of Housing Inspectors
- Income Limits
- Listing of Municipalities and the Contact Telephone Numbers
- Unit Availability
- Selection of Tenant
- Sample of Voucher
- Sample of DCHA Provided Documents
- Security Deposit/Landlord Tenant Act
- Inspection
- Lead Fact Sheet
- Applicable Payments Standards
- Rental Calculations
- Utility Allowance Charts
- Owner Responsibilities
- Tenant Responsibilities
- Direct Deposit

I sincerely hope that this is the beginning of a very happy relationship between yourself and the HCVP staff of Delaware County Housing Authority.

Site Offices

Calcon Property Group
2 Studevan Plaza
Sharon Hill, PA 19079
610-534-3210
Fax: 610-534-3310

Parkview Property Group
50 Griffith Street
Upland, PA 19015
610-876-1398
Fax: 610-876-5790

Fairgrounds Property Group
2000 Tolston Street
Chester, PA 19013
610-494-6690
Fax: 610-494-6885

Kinder Park Property Group
1847 Constitution Avenue
Woodlyn, PA 19094
610-490-6220
Fax: 610-490-3305

Delaware County, An Equal Opportunity Housing Authority
Visit us on the web at www.dcha1.org

Housing Choice Voucher Program Fact Sheet

WHAT ARE HOUSING CHOICE VOUCHERS?

The Housing Choice Voucher Program is the federal government's major program for assisting very low-income families, the elderly and the disabled to rent decent, safe and sanitary housing in the private market. Since the rental assistance is provided on behalf of the family or individual, participants can find and lease privately owned housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing Vouchers are administered locally by public and Indian Housing agencies (HA's). The HA's receive Federal funds from HUD to administer the Housing Choice Voucher Programs (Section 8). A family issued a rental voucher is responsible for finding and selecting a suitable rental unit of their choice, which may include its present unit. A rental subsidy is paid directly by the HA to the landlord on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

AM I ELIGIBLE?

Eligibility for a Housing Choice Voucher is determined by the HA based on the total annual gross income and family size and is limited to U.S. Citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. Median income levels are published by HUD and vary by location. The HA serving your community can provide you with the income limits for your area and family size.

During the application process, the HA will collect information on family income, assets, and family composition. The HA will verify this information with other local agencies, your employer and bank and will use the information to determine eligibility and the amount of the rental assistance payment.

If the HA determines that your family is eligible, it will put your name on a waiting list. Once your name is reached on the waiting list, the HA will contact you and issue to you a rental voucher.

HOW DO I APPLY?

If you are interested in applying for assistance visit our website at www.dcha1.org

RENTAL VOUCHERS: HOW DO THEY FUNCTION?

The Housing Choice Voucher places the choice of housing in the hands of the individual family. A very low-income family who has been selected by the HA to participate is encouraged to consider several housing choices to secure the best rental housing for its needs.

The rental unit must meet an acceptable level of health and safety before the HA can approve payments to landlords under the rental voucher. When the rental voucher holder finds a unit that it wishes to occupy and agreement with the landlord over the lease terms, the HA must inspect the dwelling and review the lease for approval. A rental voucher holder is also advised of the unit size for which it is eligible, based on family size and composition, and the applicable rent levels.

The HA determines a payment standard which is used to calculate the amount of rental assistance a family will receive but does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a rental voucher can select a unit which rents below or above the payment standard. However, the family will not be permitted to pay more than 40% of their monthly income.

FAMILY SHARE OF THE RENT VERSUS THE RENT SUBSIDY:

Under the Housing Choice Voucher program, a family may choose a unit that rents for more than the payment standard and may pay more or less than 30% of its monthly adjusted gross income for rent. The HA calculates the maximum amount of rental assistance allowable, which is the difference between the payment standard and 30% of the family's monthly adjusted gross income and pays rental assistance. The amount of rental assistance paid by the HA changes with the payment standard while the amount the tenant pays varies with the actual rent. The family's rent share also changes when its income or family circumstances change.

CAN I MOVE AND CONTINUE TO RECEIVE RENTAL ASSISTANCE?

A family's housing needs change over time with changes in family size, job locations and for other reasons. The rental voucher is designed to allow families to move without the loss of rental assistance. Moves are permissible as long as the family notifies the HA ahead of time, terminates its existing lease within the appropriate provisions and finds acceptable housing. The Housing Choice Voucher holder can relocate anywhere in the United States if the family lived within the jurisdiction of the HA issuing the rental voucher when the family applied for the assistance. Those new rental voucher holders not living within the jurisdiction of the HA at the time the family applies for rental assistance must initially lease a unit within that jurisdiction for the first twelve months of assistance. A family that wishes to move to another HA's jurisdiction must consult with the HA that currently administers its rental assistance to verify the procedures for moving.

ROLES-THE TENANT, THE LANDLORD, THE HOUSING AGENCY AND HUD

Once an HA approves an eligible family's lease and housing unit, the family and the landlord sign a lease and at the same time, the landlord and the HA sign a housing assistance contract which runs for the same term of the lease. This means that everyone, tenant, landlord and the HA, has obligations and responsibilities within the rental voucher programs.

Tenant's Role: When a family selects a housing unit and the HA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

Landlord's Role: The role of the landlord in the rental voucher program is to provide decent, safe and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HA.

Housing Authority's Role: The HA administers the rental voucher program locally. The HA provides a family with the rental assistance that enables the family to seek out suitable housing and the HA enters into a contract with the landlord to provide rental assistance payments on behalf of the family. If the landlord fails to meet his/her obligations under the lease, the HA has the right to terminate assistance payments.

HUD's Role: To cover the cost of the program, HUD provides funds to allow HA's to make housing assistance payments on behalf of the families and HUD pays the HA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites HA's to submit applications for funds for additional vouchers. Applications are then reviewed, and funds awarded to the selected HA's on a competitive basis.

IF REQUIRED
OWNERS MUST PROVIDE A COPY OF THE
USE AND OCCUPANCY PERMIT
AND/OR
A COPY OF THE RENTAL LICENSE
ISSUED BY THE
CODE ENFORCEMENT AGENCY
FROM THE AREA WHERE THE UNIT IS LOCATED.

IF A COPY OF THE PERMIT/LICENSE IS NOT RETURNED WITH COMPLETED LEASE WORK. IT
MUST BE PRESENTED TO THE HOUSING INSPECTOR WHEN THE HOUSING QUALITY STANDARD
INSPECTION IS PERFORMED BY DCHA

THE LEASE AND CONTRACT WILL NOT BE EXECUTED WITHOUT THE ABOVE.

ATTACHED YOU WILL FIND A LIST OF MUNICIPALITIES WHERE THE ABOVE IS REQUIRED AND IS
NOT REQUIRED.

Housing Choice Voucher Phone Directory

Department Fax Number 610-490-3306

DIRECTOR

Laura D. Blackburn (Director)	Email ldblackburn@dchal.org	610-490-6214
Doris Riley (HCV Assistant)	Email driley@dchal.org	610-490-6214

SENIOR CHOICE VOUCHER SPECIALISTS

Dawn Ware (Senior Specialist)	Email dware@dchal.org	610-490-6238
Doug Watts (Senior Specialist)	Email dwatts@dchal.org	610-490-6228

HOUSING CHOICE VOUCHER SPECIALISTS

Da'Sha Freeman	Email dfreeman@dchal.org	610-490-6403
Stephanie Jones	Email sjones@dchal.org	610-490-6239
Cathy Kueny	Email: catherinek@dchal.org	610-490-6217
Sue Lanholm	Email sueL@dchal.org	610-490-6227
Mathew McGonigal	Email matthewm@dchal.org	484-487-8813
Margaret Pekarski	Email margaretp@dchal.org	610-490-6237
Dawn Pierlott	Email dawnp@dchal.org	610-490-6240
Regina Scheib	Email reginas@dchal.org	610-490-6254
Kimberly Tagliaterra	Email kimberlyt@dchal.org	610-490-6224
Christina Pro	Email christinap@dchal.org	610-490-6250

HCV DEPARTMENT-ALPHABET BREAKDOWN

Cathy Kueny
610-490-6217

Admissions Intake

Dawn Pierlott
610-490-6240

Tenants with the last name that begins with A - DO

Da'Sha Freeman
610-490-6403

Tenants with the last name that begins with DR - KO

Matthew McGonigal
484-487-8813

Tenants with the last name that begins with KR - ROL

Kimberly Tagliaterra
610-490-6224

Tenants with the last name that begins with ROM - Z

Stephanie Jones
610-490-6239

Special Program Vouchers

VASH

**Family
Unification**

**Family
Self
Sufficiency**

**Nursing Home
Transition**

**Non-Elderly
Disabled**

**Supportive
Housing**

**Shelter Plus
Care**

Horizon House

PORTABILITY

Margaret Pekarski
610-490-6237

A - K

Christina Pro
610-490-6250

L - Z

Doug Watts
610-490-6228

Oversees ALL Portability

HCV DEPARTMENT-ALPHABET BREAKDOWN

VENDORS/LANDLORDS/PROPERTY MANAGERS WHO OWN OR MANAGE MULTIPLE UNITS ASSIGNMENT LISTING

Regina Scheib
610-490-6254

John Townsend
Roy Hickey/294 Enterprise
LLC
Alan Aigeldinger
Ridley Park Associates
GOHI Investments
Micozzie Realtors
Ridley Mews
Mac Dade Apts.
First Realty

Chichester Apts.
Kelly Micozzie
Joyce Mckay
Long Lane LTD
Joseph Neilson
Charles Rappa R.E.
Thomas Brawley Inc
Rhaetia Assoc

Thomas Arena
Andy Briner
Mark Rosini
Drexel Briar
Prescott Arms LLC
K-Rentals

Sue Lanholm
610-490-6227

Anthony Calise
Sunday R.E
City R.E.
Todd Sontagh
Carol House Apts
Carr Real Estate
Absolute Home Rentals
Dell Dogs Inc
Mike Kapolka
Krane Investments
Christine Grossi
DV Property Solutions

Richard Walsh
Del. Valley Prop. Solutions
Steve Elkins
Art Delco Properties
Baxter Prop.
Russel Frymaire
HRU Mgmt. Inc
Elmwood Group
Glenn Gamber
Jeffrey Graber
HRU Mgmt Inc.
Property A Mgmt
Unique Realty
Thomas Verdi

Chequers Holdings aka
Merion Trace Apts.
Carole House Apt.
Marshall Wood Apts.
The McKee Group
Lindenwood North
Lindenwood Apts.
Weiner Real Estate
DGC Development Group
Homestead Property Mgmt.
Block Realty
Roger Gamber
Kevin Colgan

Dawn P Ware
610-490-6238

Delaware County Homeownership Program

C-21 Absolute Realty
Bartley Concannon (3B's
Properties)

James Romano/Susan
Concannon
James Romano
Parkview Court Apts
Hansen-Klein Realtors

Your Local Leasing/
Rent-Well

Doug Watts:
610-490-6228

Delaware County Housing Development Corporation
Delaware County Housing Authority (Fairgrounds, Upland
and Chester Township)

Inspections Department Phone Directory

Department Fax Number 610-490-3306

Inspectors

Monica McNeill
Senior Inspector

monicam@dchal.org

Phone: 610-490-6242
Cell: 484-390-0319

Steven Hess

shess@dchal.org

Phone: 610-490-6223
Cell: 610-633-6450

IF REQUIRED
OWNERS MUST PROVIDE A COPY OF THE
USE AND OCCUPANCY PERMIT
AND/OR
A COPY OF THE RENTAL LICENSE
ISSUED BY THE
CODE ENFORCEMENT AGENCY
FROM THE AREA WHERE THE UNIT IS LOCATED.

IF A COPY OF THE PERMIT/LICENSE IS NOT RETURNED WITH COMPLETED LEASE WORK. IT
MUST BE PRESENTED TO THE HOUSING INSPECTOR WHEN THE HOUSING QUALITY STANDARD
INSPECTION IS PERFORMED BY DCHA

THE LEASE AND CONTRACT WILL NOT BE EXECUTED WITHOUT THE ABOVE.

ATTACHED YOU WILL FIND A LIST OF MUNICIPALITIES WHERE THE ABOVE IS REQUIRED AND IS
NOT REQUIRED.

LISTED BELOW IS A LIST OF MUNICIPALITIES IN DELAWARE COUNTY HOUSING AUTHORITY JURISDICTION, EXCLUDING THE CITY OF CHESTER.

USE & OCCUPANCY CERTIFICATE

REQUIRED

ALDAN	626-3554	MILLBOURNE	352-9080
ASTON	494-1636	MORTON	534-1565
BROOKHAVEN	874-2557	NETHER PROVIDENCE	566-4516
CHESTER TOWNSHIP	494-4149	NORWOOD	586-5800
CLIFTON HEIGHTS	623-1000	PARKSIDE	872-2437
COLLINGDALE	586-2500	PROSPECT PARK	532-1007
COLWYN	461-2000	RADNOR	688-5600
DARBY	586-1102	RIDLEY PARK	532-2100
DARBY TOWNSHIP	586-1514	RIDLEY TOWNSHIP	534-1800
EAST LANSDOWNE	623-7131	RUTLEDGE	544-1028
EDDYSTONE	876-3106	SHARON HILL	586-8200
FOLCROFT	522-1305	SPRINGFIELD	544-1300
GLENOLDEN	583-3221	TINICUM	521-3530
HAVERFORD	466-9403	TRAINER	497-3838
LANSDOWNE	623-7300	UPLAND	874-7317
LOWER CHICHESTER	485-1472	UPPER CHICHESTER	485-5881
MARCUS HOOK	485-1341	UPPER PROVIDENCE	565-4944
MARPLE	356-1040	UPPER DARBY	352-4100
MEDIA	566-5210	YEADON	284-1606

NOT REQUIRED

BETHEL	459-1529	CHADDS FORD	388-6368
CHESTER HEIGHTS	494-1412	CONCORD	459-8911
EDGEMONT	459-1662	MIDDLETOWN	565-2700
NEWTOWN	356-0200	ROSE VALLEY	566-2040
SWARTHMORE	534-4599	THORNBURY	358-2043



UNIT AVAILABILITY

There are various ways to let the public know that you have a unit available for rent, the most obvious being the local newspapers. When you place your ad, add the information "will accept a Housing Choice Voucher."

You may use a real estate agent. Please keep in mind that they may charge you a fee.

Some people use the bulletin boards in super markets, convenience stores, Laundromats, offices, etc.

Sign on the property or lawn. You might want to check with the municipality officials to see if you need approval.

We keep a listing of units available to be distributed to tenants who are interested in moving. You may list your unit with us at any time by going to www.DCHA1.org select doing business with DCHA and enter the information of your available unit. Our voice mail is available at all times. Leave the name and telephone number of the contact person, the number of bedrooms in the unit and the full address of the property. It will be placed upon our listing immediately.

Please call and ask to have the unit removed from the list when it has been rented.

The prospective tenants will now start to call. You schedule appointments to meet with them, show them the property and conduct your interviews.

The choice of tenant is entirely up to you.

**DELAWARE COUNTY HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM
OWNERS SCREENING OF TENANTS**

Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

1. Payment of rent and utility bills; I.G., credit check, etc.
2. Caring for a unit and premises.
3. Respecting the rights of others to the peaceful enjoyment of their housing.
4. Drug related criminal activity or other criminal activity that is a threat to life, safety or property of others.
5. Compliance with other essential conditions of tenancy.

The Housing Authority will provide prospective owners with information about the family's rental history or any history of drug trafficking upon request from the landlord.

The HA will provide the following information, based on documentation in its possession:

1. Eviction history
2. Damage to rental units
3. Other aspects of tenancy history
4. Drug trafficking by family members

The information will be provided for the last (3) years.

The information will be provided orally.

Only the employees within the Housing Choice Voucher Program may provide this information.

HUD REGULATION 982.307

SAMPLE VOUCHER

Always ask to see a prospective tenant's voucher. This lets you know that the tenant has been approved for the Housing Choice Voucher Program and also provides you with a lot of information.

Check to see that the voucher says Delaware County Housing Authority. Section 8 assistance is transferable from one Housing Authority to another. You can rent to someone with a voucher from another area, but you need to allow for additional time for the transfer of paper work to DCHA.

Check the dates on the voucher to make sure that it is an active voucher.

Check in the upper right hand corner of the voucher for the number of bedrooms that the tenant has been approved for. Ideally, you want someone with the same number of bedrooms that you have in your unit. You can rent to someone with smaller bedroom count, but you will not be able to ask for a contract rent that is comparable to that of a voucher holder of the same bedroom count.

If the tenant is a current DCHA tenant, their current landlord's name and address should be on the voucher. Feel free to contact them regarding the tenant.

If the tenant is a current DCHA tenant, you may contact their caseworker to request any rental history information.

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 Sample Voucher
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
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
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	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)

7. Name of Public Housing Agency (PHA)

Sample Voucher

8. Name and Title of PHA
Official

9. Signature of PHA
Official

Date Signed (mm/dd/yyyy)

Sample Voucher

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.



HUD DOCUMENTS

The Tenant will provide you with six very simple documents that you need to read and complete. Sounds like a lot but will take a matter of minutes to finish them.

1. **Request for Tenancy Approval**
2. **Housing Assistance Payments Contract.** Only first two pages need to be filled out.
3. **W-9 Form.** This is a tax form that all owners must complete to participate in the program. Fill it out carefully as this is the form we use to set up your account. Do not forget to sign it. If the account is a partnership both parties must sign.
4. **Contingence Clause.** Read and attach to the lease. This clause will protect both landlord and tenant should the proposed lease be disapproved.
5. **Lease Addendum.** Read and attach to the Lease.

INSTRUCTIONS FOR COMPLETING REQUEST FOR TENANCY APPROVAL

1. INSERT DELAWARE COUNTY HOUSING AUTHORITY.
2. COMPLETE ADDRESS OF THE UNIT.
3. ALL LEASES BEGIN THE FIRST OF THE MONTH. REMEMBER PAPER WORK MUST BE RETURNED BEFORE THE TENTH OF A MONTH FOR ASSISTANCE TO POSSIBLY BEGIN FOR THE FIRST OF THE FOLLOWING MONTH. EXAMPLE: RETURNED BY JANUARY 10TH FOR A FEBRUARY 1ST LEASE.
4. HOW MANY BEDROOMS ARE IN THE UNIT?
5. ACTUAL OR APPROXIMATE YEAR THE BUILDING WAS BUILT.
6. WHAT IS THE FULL AMOUNT OF RENT YOU ARE ASKING?
7. HOW MUCH SECURITY DEPOSIT? THIS IS THE TENANT'S RESPONSIBILITY.
8. WHEN CAN WE INSPECT THE UNIT? IT MUST BE EMPTY FOR US TO INSPECT.
9. WHAT TYPE OF BUILDING IS THIS? SINGLE, TWIN, ROW, APARTMENT. PLEASE
10. IF THIS UNIT IS CURRENTLY SUBSIDIZED, PLEASE CHECK THE APPROPRIATE BOX.
11. PLEASE BE VERY CAREFUL IN FILLING OUT THIS PORTION OF THE FORM. COMPLETE ALL BLANKS. WHO IS PAYING FOR ALL OF THESE ITEMS? EXACTLY WHAT TYPE OF FUEL IS INVOLVED IN THE HEAT, THE STOVE AND THE HOT WATER HEATER. TRASH COLLECTION AND SEWER IS USUALLY A PART OF THE OWNERS TAX BILL. IF THE TENANT IS TO BE RESPONSIBLE, THE BILL MUST BE IN THEIR NAME. WHO IS PROVIDING THE REFRIGERATOR AND THE STOVE.
12. A. HOW MUCH DID YOU CHARGE THE LAST PERSON THAT RENTED THIS UNIT? IS THE AMOUNT YOU ARE ASKING THIS TENANT DIFFERENT? IF SO, WHY.

B. ARE YOU RELATED IN ANY WAY TO THE TENANT?

C. HAS THE UNIT BEEN TESTED FOR LEAD BASED PAINT?
13. PLEASE READ.

BOTH PARTIES MUST SIGN AND DATE DOCUMENT AND PROVIDE CURRENT ADDRESS AND PHONE NUMBER.

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released 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)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

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

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

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

☐ Home
 ☐ Tax Credit

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

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

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

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

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

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

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

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A
Section by Section Instructions

Section 2: Tenant
Enter full name of tenant.

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

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

Section 5. Initial Lease Term
Enter first date and last date of initial lease term.
The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

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

Section 6. Initial Rent to Owner
Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment
Enter the initial amount of the monthly housing assistance payment.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract This

HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract Part

C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

The owner shall provide or pay for the utilities 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 type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Cooking	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Water Heating	Natural gas <input type="checkbox"/>	Bottle gas <input type="checkbox"/>	Oil or Electric <input type="checkbox"/>	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:
Public Housing Agency

 Print or Type Name of PHA

 Signature

 Print or Type Name and Title of Signatory

 Date (mm/dd/yyyy)

Owner

 Print or Type Name of Owner

 Signature

 Print or Type Name and Title of Signatory

 Date (mm/dd/yyyy)

Mail Payments to:

 Name

 Address (street, city, State, Zip)

**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.

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.**

c. 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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

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

redcoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b **Utilities and appliances**

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c **Criminal activity or alcohol abuse.**

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

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

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that

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

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

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

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

d **Other good cause for termination of tenancy**

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

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

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

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

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

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

- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

SIGNING A LEASE

A very important step in any rental is the actual preparation and signing of a lease agreement. You as the owner choose the actual lease and prepare it.

Preprinted leases can be obtained from many different sources.

- . Stationary stores such as Staples, Office Depot, etc.
- . The internet – many sources available
- . Computer programs, many very good programs available for legal documents
- . Local Real Estate Board.

Take the time to thoroughly read the lease that you have chosen and familiarize yourself with the contents. Make sure that it includes the items that are important to you. Make sure that it includes the items that many people take for granted; i.e. who takes care of the lawn and snow removal, pets allowed, late fees, how many people will be residing in your property, etc.

When you are drawing up your lease with your tenant, clearly determine when and how the rent is to be paid. If the tenant is to mail it to you, they must have a current address for you. A tenant must also have a telephone number that they can call for repairs, problems and emergencies. The tenant must provide you with their telephone number also. Proper communication can avoid a lot of problems.

At this time, clearly define who will be living in your property. A tenant should notify you and the Housing Authority if the household composition changes in any manner.

Go over the termination of the lease clauses with the tenant.

The lease is a binding document between you and your chosen tenant. It is strictly between the two of you. The Housing Authority is not a part of the lease. Therefore, it is very important that both of you are familiar with the contents of this document.

Once the lease is completed make two copies of the lease. All of the completed documents are given to the tenant for them to return to their caseworker.

When all is completed and approved, the contract will be signed by the Section 8 Director. Both the landlord and the tenant will receive a copy of the executed documents through the mail.

THE LANDLORD TENANT ACT

The Landlord Tenant Act regulates security deposits and places a limit on the amount landlord can charge. According to law:

During the first year of a lease, a security deposit cannot be charged in excess of two (2) months rent.

At the beginning of the second year of a lease, a landlord cannot request security deposit that is equivalent to more than one month's rent. Therefore, if the landlord asked for a security deposit of two month's rent when you first signed the lease, he must refund the equivalent of one month's rent at the beginning of the second year.

At the end of the third year of the lease, the landlord must start giving the tenant the interest earned by the account minus 1% fee which the landlord may retain. After five years, the landlord cannot increase a security deposit even though the monthly rent may have been increased.

When you first move in, request that the landlord go through the property with you and together determine any damage which will be subtracted from your security deposit. Also, make a list of any existing damages and repairs that need to be made. Keep a copy of the list, give one to the landlord and attach a copy of the list to the lease. Such records will assure that the security deposit will only be applied to damages for which you are responsible.

There are several steps involved in getting your security deposit returned.

In order to get the money returned, the tenant must give the landlord a forwarding address and return the keys to the property.

Within 30 days after the tenant moves out, the landlord must either:

1. Return the security deposit or
2. Send the tenant a list of damages, the cost of the repairs and any money remaining from the security deposit.

If the landlord does not provide a written list of damages within 30 days, he gives up the right to keep any part of the security deposit. The tenant may take two approaches to finding a remedy to this situation:

1. The tenant can sue to recover the deposit without the landlord being able to raise any defense or
2. The tenant can sue for double the amount of the security deposit. In that case, the landlord can; counterclaim for damages to his property.

INSPECTIONS

The major concern of most prospective landlords seems to be the inspection of the unit. Our goal is to help our tenants find a decent, safe and sanitary home. Therefore, that is what we are looking for when we conduct our inspection.

A very good guideline is "Would you be willing to live in this property in the condition that it is in?" If you can honestly answer yes to that question, there should not be any problems with the inspection.

Most municipalities in Delaware County require an inspection of the property to get a Certificate of Occupancy. If you have already had this done, anything major should have been covered in that inspection.

Attached is an inspection check list that is given to the tenant to use in their search for housing. Review this list.

Please see that the unit is ready for inspection prior to the inspection. Do not wait for us to tell you what is wrong with the property.

All properties must be vacant for us to do a new lease inspection. If an inspection is scheduled before the current occupants have vacated, please notify the inspection department so that the inspection can be rescheduled.

It is necessary for you or a representative of yours present for the new lease inspection. As you go through the unit with the inspector, they will tell you if anything needs to be done. Within three days of the inspection, you should get a letter telling you if the unit passed or failed. If it failed, you will also get a written list of what needs to be done for the unit to pass. When repairs are completed, contact the Inspections Department and a second appointment will be scheduled to inspect the unit.

Please keep in mind that we cannot process a new lease nor pay on a unit that has not passed a Housing Quality Standards Inspection.

**DELAWARE COUNTY HOUSING AUTHORITY
NEW LEASE AND ANNUAL INSPECTION CHECK LIST**

ACCESS TO RENTAL UNIT

Are there four or more steps to enter unit? If so, is there a steady handrail?
Is the walkway free of all tripping hazards?
Is there adequate security to rental unit?
Are there Double Key Entry locks? If so they must be replaced with latch key lock.
Is there an outside deck or patio 30" from the ground? If so, is there a handrail?
Is the front lawn level to the sidewalk? If raised and 30" from ground is there a fence around the front lawn?
Rain gutters and downspouts free of deterioration?
Is the House structurally stable?
Roof structurally sound and weather tight?
House structure in need of brick pointing?
Concrete sidewalks level?
Outside of house free of debris and grass mowed?

GENERAL REQUIREMENTS

Do you have a current Certificate of Occupancy from the Township or Borough?
Are all smoke detectors operating and tested.
ELECTRIC, WATER AND GAS (if applicable) TURNED ON TO THE UNIT?
Is the unit clean and orderly?
Are there any tripping hazards throughout the house?
Is there any evidence of infestation?
Are all ceilings and walls throughout the unit free of chipping, peeling or flaking wallpaper or paint?
Are there doors to entrances of all bedrooms?
Are all windows (regardless of location) free of cracks and defects, including ability to stay open without the use of a stick, etc., and close properly?
Are all windows located on first floor lockable?
Are all second floor windows with access to climb onto roof lockable?
Do third floor bedrooms have fire escape ladders?
Are there four or more steps in the interior of the unit? If so, is there a steady handrail?
Do all doors entering the home have adequate weather-stripping? (No light should shine through sides of doors)
Is the extension to the hot water heater 6" from the floor?
Do all outlets work properly?
All electrical outlets near water must have GFI outlets.
Does the Living Room, Kitchen and all bedrooms have either two outlets or one outlet and one overhead light?
Windows that have screens, are the free of defects?

KITCHEN

Are all four burners on the stove operable and have appropriate knobs?
Does the oven work properly? Is the oven clean?
Does the oven door have a handle and does the door close tightly?
Is there hot and cold running water? Are there any signs of leaks under the kitchen sink?
Is there a signs of leaking pipes?
Are the kitchen walls and ceilings grease free?
Is there a kitchen exhaust fan? If so is it free of grease and working properly?

Kitchen floor tiles free of tripping hazards?
Is there a permanently installed light fixture and one outlet?
Is the outlet within 6' of water? If so, is there a GFI installed?
Is the ceiling free of severe bulging or holes or cracking?
Does the ceiling have ceiling tiles? If so are any ceiling tiles missing?
Are the walls free of severe buckling, bulging or leaning?

BATHROOM

Is there hot and cold running water? Are there signs of leaks under the sink or around the toilet?
Evidence of leaking pipes?
Does the toilet flush properly?
Is there a cover over the toilet tank?
Is the toilet secured to the floor?
Is there a working ventilation system or a window or window/skylight that can be opened?
Is there a skylight? If so is there a SCREEN IN THE SKYLIGHT to avoid infestation?
Is there a permanently installed light fixture?
Is there a door to the bathroom providing privacy?

BEDROOMS

Are there two outlets, or one outlet and one permanently installed light fixture?
Are the smoke detectors working?
Is the bedroom window free of missing or broken panes?
Is the window free of chipping or peeling paint?
Does the window open and close freely?

BASEMENT

Proper Maintenance for Heater
Fuel tank vented
Shut off valve located at base of the oil tank
Flue pipe and collar tightly fit

ELECTRICAL HAZARDS

Are there any Electrical hazards such as:
Broken or frayed electrical wires
Exposed or bare metal or copper wires
Loose or improper wire connection to an outlet
Outlet not grounded
Light fixture hanging from an electric wire or cord
Exposed or cracked switch and /or outlet cover plate
Overloaded circuits
Exposed fuse box connector or connections
Electrical cords which run under rugs or other floor coverings
Screws missing on Fuse/Circuit breaker box
Illegal use of extension cord, fire hazard

07.06.10

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) _____ 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) _____ 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. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

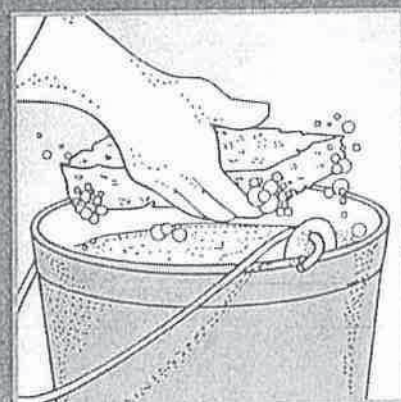
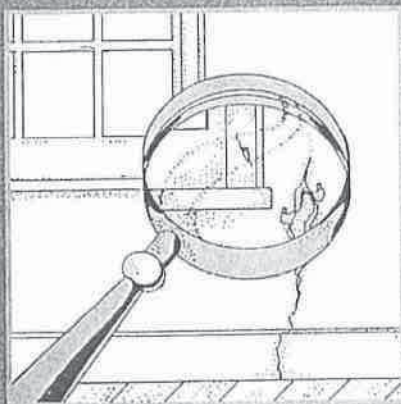
Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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(minimum 50% postconsumer) process chlorine free.



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

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

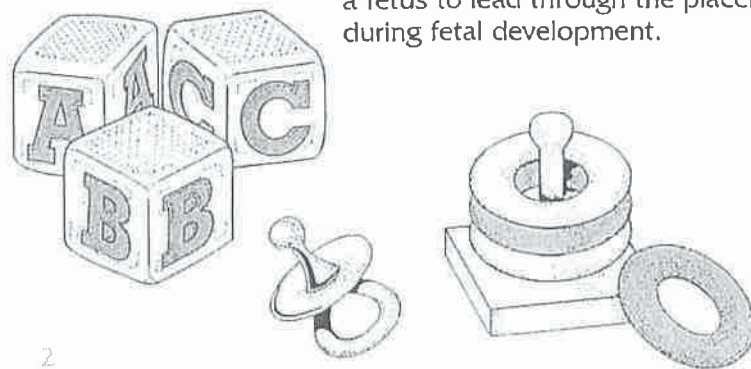
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

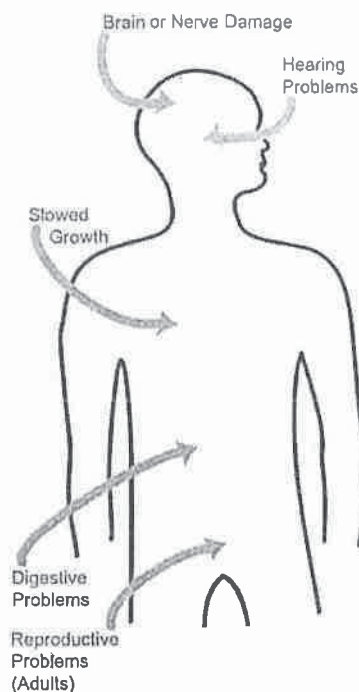
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. 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.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It 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.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 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.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

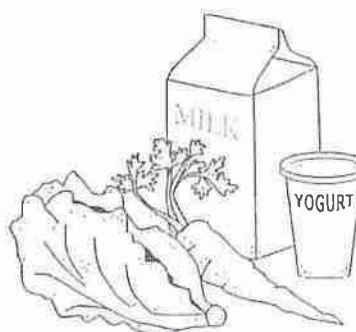
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

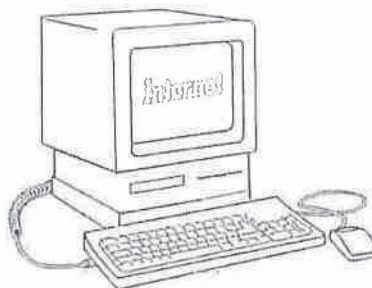


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620 4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

ESTIMATE OF HOUSING CHOICE VOUCHER SUBSIDY

NAME _____ DATE _____

Your assistance (subsidy) will be based on you income, your family size and the rent for the unit you chose. The portion you pay of the rent plus applicable utility allowance is called your Total Tenant Payment (TTP). Your TTP cannot be more than 40% of your monthly adjusted income.

Your family share will depend on the rent of the unit you choose. If the rent for the unit is more than the Housing Choice Voucher subsidy, you will pay the difference. Generally speaking, the higher the rent for the unit, the more rent you will pay.

Your estimated subsidy amount is indicated below. The actual subsidy amount that the PHA will pay on your behalf will be based on the rent and utility allowances for the unit you select. When you choose a unit, the PHA will calculate the exact amount of subsidy and your payment to the owner. REMEMBER, THE AMOUNT LISTED BELOW IS ONLY AN ESTIMATE.

1. Payment standard or Gross Rent (rent plus utility allowances) (whichever is LESS) \$ _____
2. Your Total Tenant Payment (TTP). \$ _____
3. Estimated Housing Voucher Subsidy. \$ _____
4. 40% of your monthly adjusted income. \$ _____
5. Maximum affordable gross rent (line 3 + line 4) \$ _____
Remember, gross rent equals rent to owner PLUS utility allowance.

To calculate the gross rent for the unit you choose, you must first calculate the utility allowance for the unit. Following you will find the utility allowance schedules. Choose the appropriate one for the unit you have chosen. Find the column for the number of bedrooms in the unit. Circle all of the utilities that the tenant is responsible for, using the proper fuels. Don't forget the refrigerator or stove if the tenant must provide either or both of those. Total the figures that you have circled. Add this total to the amount of rent the owner is asking. The result is the gross rent.

OWNER RESPONSIBILITIES

CFR 982.307(a) * HA must inform owner that the HA has not screened the family's behavior or suitability for tenancy; it is the owner's responsibility.

CFR 982.452(b) * The owner has the following major responsibilities:

Tenant selection and leasing. See owner screening.

HAP Contract * Compliance with the Housing Assistance Payments (HAP).

CFR 982.452(b)(1) * Normal landlord functions during the lease term (e.g., maintenance rent collection).

LEASE * Compliance with assisted lease.

CFR 982.404(a) * Owner responsibilities are defined in the HAP Contract, the Lease, the CFR982.452 HUD addendum and the regulations.

CFR 982.404(a) * The owner must maintain the unit to Housing Quality Standards and Local Codes. If the owner fails to do so, the HA may terminate, suspend or reduce Housing Assistance Payments and terminate the Contract.

CFR 982.404(a)(4) * The owner is not responsible for a breach of the HQS for which the family is responsible.

CFR 982.452(c) * The owner must adhere to provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities.

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 HA or HUD determines to be necessary including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled re-examination or interim re-examination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms.

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

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

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

6. Notify the HA and owner in writing before moving out of the unit or terminating the lease.

7. Use the assisted unit for residency by the family. The unit must be the family's only residence.

8. Notify the HA in writing within ten (10) days of the birth, adoption or court-awarded custody of a child.

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

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

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

12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

D. The family (including each family member) must not:

1. Own or have any interest in the Unit (other than in a cooperative or the owner of a manufactured home 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. Participate in illegal drug or violent criminal activity.

5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy for the same 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 Section 8 tenant-based 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 HA has determined (and has notified the owner and family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member with disabilities.

9. Engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

HERE WE GO:

1. IF NECESSARY, GET YOUR CERTIFICATE OF OCCUPANCY.
2. ADVERTISE THAT YOU HAVE THE PROPERTY FOR RENT.
3. SELECT A TENANT.
4. DRAW UP A LEASE.
5. COMPLETE THE HUD DOCUMENTS.
6. RETURN THE COMPLETED FORMS TO THE TENANT.
7. INSPECTION OF THE UNIT.
8. SECURITY DEPOSIT AND TURNING OVER OF THE KEYS.
9. TENANT PAYS THEIR PORTION OF THE RENT.
10. MOVE IN.
11. SOMETIME THE FIRST WEEK OF THE MONTH, YOU WILL RECEIVE YOUR DIRECT DEPOSIT FROM THE HOUSING AUTHORITY TO ASSIST YOUR TENANT IN PAYING THE RENT.
12. REMEMBER TO CHECK ON YOUR PROPERTY PERIODICALLY.
13. ONCE YEAR WE WILL BE OUT TO CHECK ON THE PROPERTY TO SEE THAT BOTH PARTIES ARE KEEPING IT ACCORDINGLY.
14. AS WE APPROACH THE ANNIVERSARY DATE OF THE LEASE, YOU MAY SUBMIT A WRITTEN REQUEST FOR AN ANNUAL RENT INCREASE IN KEEPING WITH FAIR PRACTICE STANDARDS.



FY 2019 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA	\$90,100	Very Low (50%) Income Limits (\$) Explanation	31,550	36,050	40,550	45,050	48,700	52,300	55,900	59,500
		Extremely Low Income Limits (\$) * Explanation	18,950	21,650	24,350	27,050	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	50,500	57,700	64,900	72,100	77,900	83,650	89,450	95,200

The **Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA** contains the following areas: New Castle County, DE; Cecil County, MD; Burlington County, NJ; Camden County, NJ; Gloucester County, NJ; Salem County, NJ; Bucks County, PA; Chester County, PA; Delaware County, PA; Montgomery County, PA; and Philadelphia County, PA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see [here](#):

DELAWARE COUNTY SMALL AREA FAIR MARKET RENTS FISCAL YEAR 2019**ZIP Code** Efficiency 1-Bedroom 2-Bedroom 3-Bedroom 4-Bedroom 5-Bedroom 6-Bedroom

	FY2019	FY2019	FY2019	FY2019	FY2019	FY2019	FY2019
19003	\$980	\$1,160	\$1,400	\$1,750	\$2,000	\$2,300	\$2,600
19008	\$920	\$1,080	\$1,310	\$1,640	\$1,870	\$2,151	\$2,431
19010	\$1,140	\$1,350	\$1,630	\$2,040	\$2,330	\$2,645	\$3,029
19013	\$690	\$810	\$990	\$1,230	\$1,370	\$1,576	\$1,781
19014	\$760	\$900	\$1,090	\$1,370	\$1,560	\$1,974	\$2,028
19015	\$840	\$990	\$1,200	\$1,500	\$1,720	\$1,978	\$2,236
19016	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19017	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19018	\$850	\$1,010	\$1,220	\$1,530	\$1,740	\$2,001	\$2,260
19022	\$740	\$880	\$1,060	\$1,330	\$1,520	\$1,748	\$1,976
19023	\$780	\$920	\$1,110	\$1,390	\$1,590	\$1,828	\$2,067
19026	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19028	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19029	\$700	\$830	\$1,000	\$1,250	\$1,430	\$1,645	\$1,859
19032	\$990	\$1,170	\$1,410	\$1,770	\$2,020	\$2,323	\$2,626
19033	\$860	\$1,020	\$1,230	\$1,540	\$1,760	\$2,024	\$2,288
19036	\$810	\$960	\$1,160	\$1,450	\$1,660	\$1,909	\$2,158
19041	\$1,080	\$1,280	\$1,550	\$1,940	\$2,220	\$2,553	\$2,886
19043	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19050	\$770	\$910	\$1,100	\$1,380	\$1,570	\$1,806	\$2,041
19052	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19060	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19061	\$780	\$920	\$1,110	\$1,390	\$1,590	\$1,829	\$2,067
19063	\$880	\$1,040	\$1,260	\$1,580	\$1,800	\$2,070	\$2,340
19064	\$920	\$1,090	\$1,320	\$1,650	\$1,890	\$2,174	\$2,457
19070	\$720	\$850	\$1,030	\$1,290	\$1,470	\$1,691	\$1,911
19073	\$1,000	\$1,180	\$1,430	\$1,790	\$2,040	\$2,346	\$2,652
19074	\$690	\$820	\$990	\$1,240	\$1,420	\$1,633	\$1,846
19076	\$750	\$880	\$1,070	\$1,340	\$1,530	\$1,760	\$1,989
19078	\$710	\$840	\$1,020	\$1,280	\$1,460	\$1,679	\$1,898
19079	\$830	\$980	\$1,190	\$1,490	\$1,700	\$1,955	\$2,210
19081	\$900	\$1,060	\$1,280	\$1,600	\$1,830	\$2,105	\$2,379
19082	\$770	\$910	\$1,100	\$1,380	\$1,570	\$1,806	\$2,041
19083	\$820	\$970	\$1,170	\$1,470	\$1,670	\$1,921	\$2,171
19085	\$1,260	\$1,490	\$1,800	\$2,260	\$2,570	\$2,956	\$3,341
19086	\$920	\$1,080	\$1,310	\$1,640	\$1,870	\$2,151	\$2,431
19087	\$1,150	\$1,360	\$1,640	\$2,050	\$2,340	\$2,691	\$3,042
19094	\$750	\$880	\$1,070	\$1,340	\$1,530	\$1,760	\$1,989

19096	\$1,150	\$1,360	\$1,640	\$2,050	\$2,340	\$2,691	\$3,042
19113	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19317	\$1,260	\$1,490	\$1,800	\$2,260	\$2,570	\$2,956	\$3,341
19331	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19342	\$1,260	\$1,490	\$1,800	\$2,260	\$2,570	\$2,956	\$3,341
19373	\$790	\$930	\$1,130	\$1,420	\$1,620	\$1,863	\$2,106
19381	\$970	\$1,140	\$1,380	\$1,730	\$1,970	\$2,266	\$2,561
19382	\$1,080	\$1,270	\$1,540	\$1,930	\$2,200	\$2,530	\$2,860

Allowances for Tenant-Furnished Utilities and Other Services

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

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

See Public Reporting Statement and Instructions on back

Locality DCHA		Unit Type Inner Row					Date (mm/dd/yyyy) 10/1/2018
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	33	41	52	61	72	81
	b. Bottle Gas	82	110	151	186	227	264
	c. Electric	34	45	62	75	92	107
	d. Oil	42	56	77	95	116	135
Cooking	a. Natural Gas	16	17	18	19	21	22
	b. Bottle Gas	12	17	22	27	34	39
	c. Electric	6	8	10	14	17	22
	d. All Gas	3	3	4	5	6	6
Other Electric		37	42	57	65	72	89
Water Heating All Gas		10	13	15	18	20	23
Water Heating	a. Natural Gas	21	24	27	29	32	35
	b. Bottle Gas	30	42	54	66	84	96
	c. Electric	29	41	48	66	73	78
	d. Oil	24	33	43	52	67	76
Water Aqua		28	40	65	90	115	139
village East		18	23	34	45	56	67
Village West		19	26	41	55	69	83
Range/Microwave		4	4	4	4	4	4
Refrigerator		3	3	3	4	5	5
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	per month cost
Name of Family Address of Unit Number of Bedrooms		Heating	\$
		Cooking	
		Other Electric	
		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
		Other	
		Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

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

See Public Reporting Statement and Instructions on back

Locality DCHA	Unit Type End Row	Date (mm/dd/yyyy) 10/1/2018
-------------------------	-----------------------------	---------------------------------------

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	37	46	59	70	82	94
	b. Bottle Gas	97	130	178	219	267	311
	c. Electric	40	53	73	90	110	127
	d. Oil	49	66	91	112	137	159
Cooking	a. Natural Gas	16	17	18	19	21	22
	b. Bottle Gas	12	17	22	27	34	39
	c. Electric	6	8	10	14	17	22
	d. All Gas	3	3	4	5	6	6
Other Electric		37	42	57	65	72	89
Water Heating All Gas		10	13	15	18	20	23
Water Heating	a. Natural Gas	21	24	27	29	32	35
	b. Bottle Gas	30	42	54	66	84	96
	c. Electric	29	41	48	66	73	78
	d. Oil	24	33	43	52	67	76
Water Aqua		28	40	65	90	115	139
village East		18	23	34	45	56	67
Village West		19	26	41	55	69	83
Range/Microwave		4	4	4	4	4	4
Refrigerator		3	3	3	4	5	5
Other – specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

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

See Public Reporting Statement and Instructions on back

Locality DCHA	Unit Type Detached	Date (mm/dd/yyyy) 10/1/2018
-------------------------	------------------------------	---------------------------------------

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	42	52	67	80	95	108
	b. Bottle Gas	114	152	210	257	314	366
	c. Electric	48	63	87	106	131	152
	d. Oil	58	78	107	132	161	187
Cooking	a. Natural Gas	16	17	18	19	21	22
	b. Bottle Gas	12	17	22	27	34	39
	c. Electric	6	8	10	14	17	22
	d. All Gas	3	3	4	5	6	6
Other Electric		37	42	57	65	72	89
Water Heating All Gas		10	13	15	18	20	23
Water Heating	a. Natural Gas	21	24	27	29	32	35
	b. Bottle Gas	30	42	54	66	84	96
	c. Electric	29	41	48	66	73	78
	d. Oil	24	33	43	52	67	76
Water Aqua		28	40	65	90	115	139
village East		18	23	34	45	56	67
Village West		19	26	41	55	69	83
Range/Microwave		4	4	4	4	4	4
Refrigerator		3	3	3	4	5	5
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

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

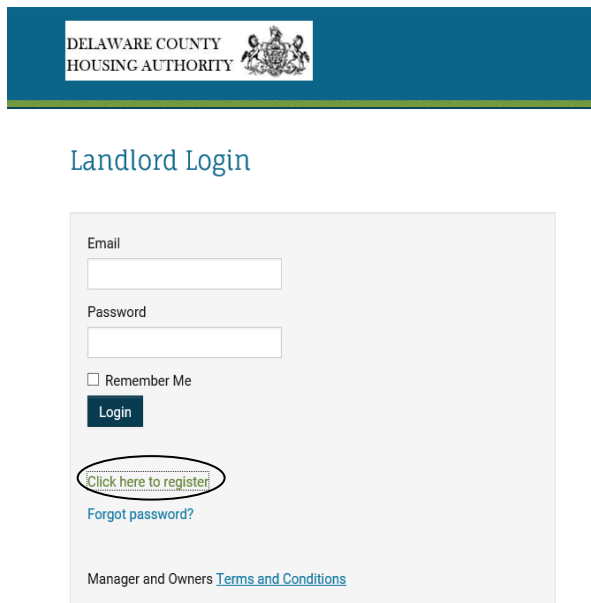
See Public Reporting Statement and Instructions on back

Locality DCHA		Unit Type High Rise T & B				Date (mm/dd/yyyy) 10/1/2018	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	33	40	50			
	b. Bottle Gas	79	106	146			
	c. Electric	33	43	59			
	d. Oil	41	54	75			
Cooking	a. Natural Gas	16	17	18			
	b. Bottle Gas	12	17	22			
	c. Electric	6	8	10			
	d. All Gas	3	3	4			
Other Electric		37	42	57			
Water Heating All Gas		10	13	15			
Water Heating	a. Natural Gas	21	24	27			
	b. Bottle Gas	30	42	54			
	c. Electric	29	41	48			
	d. Oil	24	33	43			
Water Aqua		28	40	65			
village East		18	23	34			
Village West		19	26	41			
Range/Microwave		4	4	4			
Refrigerator		3	3	3			
Other – specify							

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	per month cost
Name of Family _____ Address of Unit _____ Number of Bedrooms _____		Heating	\$
		Cooking	
		Other Electric	
		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
		Other	
		Total	\$

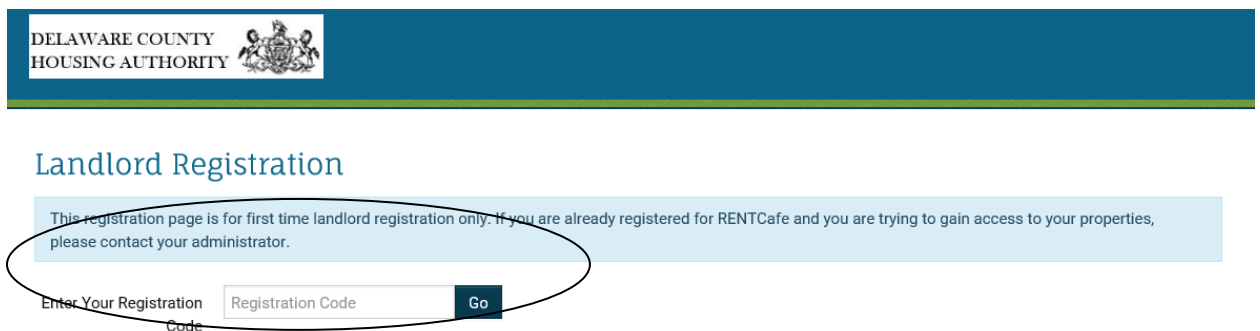
DELAWARE COUNTY HOUSING AUTHORITY VENDOR/LANDLORD PORTAL REGISTRATION GUIDE

1. Go to Delaware County Housing Authority (DCHA) Website located at: www.dcha1.org and click on the Landlord Rent-Cafe link.
2. You will be brought to this page:



The screenshot shows the 'Landlord Login' page of the Delaware County Housing Authority. At the top is a blue header with the DCHA logo and name. Below the header, the title 'Landlord Login' is displayed. The login form includes fields for 'Email' and 'Password', a 'Remember Me' checkbox, and a 'Login' button. A link 'Click here to register' is circled in green, and a link 'Forgot password?' is also visible. At the bottom, there is a link for 'Manager and Owners Terms and Conditions'.


Select the link “Click here to register” This will take you to the Landlord/Vendor Registration Page.



The screenshot shows the 'Landlord Registration' page of the Delaware County Housing Authority. At the top is a blue header with the DCHA logo and name. Below the header, the title 'Landlord Registration' is displayed. A light blue banner contains the text: 'This registration page is for first time landlord registration only. If you are already registered for RENTCafe and you are trying to gain access to your properties, please contact your administrator.' Below the banner, there is a registration form with a label 'Enter Your Registration Code' and a 'Registration Code' input field. A 'Go' button is next to the input field. The entire registration form area is circled in black.

3. Your Registration Code is your Landlord/Vendor number. This number should begin with either a lowercase “L” or “T”; it can be found on your check stub under the date in the top left hand corner.. Enter this number in the Registration Code box and click submit.
4. The screen below will appear, complete each field with information to set up your account.

DELAWARE COUNTY
HOUSING AUTHORITY



Landlord Registration

This registration page is for first time landlord registration only. If you are already registered for RENTCafe and you are trying to gain access to your properties, please contact your administrator.

Enter Your Registration Code

Account Nickname

Email and Password

Email Address

Password Weak Medium Strong

Confirm Password

Security Questions

Security Question

Security Answer

Personal Information

First Name

Last Name

Tax ID/GSN**

Phone (Office)

Address

City - State - Zip

Company Information (Optional)


Company Name

Address

City - State - Zip

☐ I have read and accept the [Terms and Conditions](#)

** Data in these fields will be validated against information available with Delaware County Housing Authority (PA)

☐ I'm not a robot 

5. After you fill in the above information and click register you will be brought to the screen below, to register your banking information please click EFT SETUP.

DELAWARE COUNTY HOUSING AUTHORITY

Home Company Agency Management Settings Logout

My Account Delaware County Housing Authority (PA)

Agency Details Register With Another Agency My Profile Unit Info
Caseworker Info Attachments Unit Inspections My Ledger
Unit Holds and Abatements **EFT Setup**

Authorization Agreement for Direct Deposit

The fillable Authorization Document can be accessed from the link at the end of these instructions. You have entered your specific banking information into the required fields and submitted the information in the previous section. Proper filing and e-mailing of the Authorization Agreement is the final step for you to receive your payments electronically.

The form will require 3 pieces of information, the legal name that you receive your payments, your RentCafe registration code # (This is the code you used to initially sign up for the Vendor Portal) and today's date. Once this information is entered into the document, you will need to click the e-mail button, this will send the information in the form to DCHA, this action will complete your Registration for Electronic Payments. Incomplete or forms that are not e-mailed will delay your electronic payments.

[Please click here for Authorization Agreement.](#)

6. In the middle of the EFT Setup Screen you will see Payment Authorization information, at the bottom of the paragraph there is a “Please click here” link. (shown above)
Click this link to be brought to the next screen:

Authorization Agreement for Direct Deposit

I/We hereby authorize the Delaware County Housing Authority (hereinafter called the Agency) to initiate payment credit entries and to initiate, if necessary, debit entries and adjustments for any credit made in error to my bank account indicated in the information I have entered above and to authorize my bank to credit and /or debit the same to such account.

This Direct deposit Authorization is to remain in full effect until the Agency has received written notice from me of its termination at least one month prior to revocation, allowing sufficient time for the Agency to act upon my request. In like matter, the Agency will provide me with written notification or revocation of this direct deposit authorization at least one month prior to termination.

The financial information entered above designates that the receiving financial institution will receive and deposit sums from the above mentioned payee in accordance with the NACHA (National Automated Clearinghouse Association) Rules and Guidelines. The financial institution reserves the right to cancel this agreement by notice to the payee and the Agency.

Entering the information below acknowledges agreement to the Terms and Conditions listed above:

Name:

Vendor Identification Number:

Date:

[Email](#)

[Print](#)

7. This form needs to be filled out, emailed to us and printed for your record. This form is allowing us to make a Direct Deposit to your bank account.

You are now all set up for Direct Deposit. Below you will see some of the benefits of using our Landlord Portal:

From the home screen pictured above you can access the following features

“My Profile”- Here you will find all of your own information in our system. Your Tax ID number, the address we have for you, and phone numbers. This information can be updated, and will be sent to our systems for our records. We will be able to keep your current information on file this way.

My Profile

Name	DELAWARE COUNTY DEV COR		
Tax ID#	***-**-9890		
Account Nickname	DCDEVCORP		
Contact			
Mailing Address	1855 CONSTITUTION AVENUE		
City - State - Zip	WOODLYN	PA	19094-1428
E-mail	dchasam+75@gmail.com		
Office	(610) 876-0315		
Home			
Fax			
Receives 1099	Yes		
Payable Method	EFT		
Edit Profile			

“My Ledger” - This is where you can view any payments we have made to your bank account for your tenants.

Home	Company	Agency Management ▾	Settings ▾	Logout
------	---------	---------------------	------------	--------

My Ledger

Period	Current Month ▾	EFT/Check #/Adj #	
Sort By	Posted Date ▾		
Go		Excel	

Search:

Posted Date	Invoice Number	Unit Address/ Description	Tenant Name	Pmt For	EFT/ Check#/ Adj#	Check Date	Amount
			Total Amount				\$0.00

Showing 1 to 1 of 1 entries

“CaseWorker Data”- Here you can find contact information for you current or past tenants.

Caseworker Info

Tenant Status

Current

Past

Future

Go

Excel

Search:

Caseworker Name	Caseworker Phone	Caseworker Email	Tenant Name	Tenant Status	Re-exam Date	Unit Address
No data available in table						

Showing 0 to 0 of 0 entries

“Unit Abatements”- Here you will find any information on unit abatements.

Unit Holds and Abatements

Scheduled Between

Go

Excel

Search:

Unit Address	Start Date	End Date	Type	Hold/Abate Reason	Payment Affected	Description	Tenant Name
--------------	------------	----------	------	-------------------	------------------	-------------	-------------

“Unit Inspections”- Here you will find all current and previous inspection reports for your unit(s).

Unit Inspections

Scheduled Between


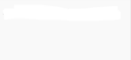
Result Type

Go

Excel

10 records per page

Search:

Insp ID	Unit Address	Tenant Name	Insp Type	Reinspect ID	Due Date	Scheduled Date	Inspected Date	Abatement Date	Result	
6608			Annual			08/27/2008	08/27/2008		Pass	<div>Details</div>

“Unit Information”- Here you can keep a detailed and organized list of unit(s) size, and status with us.

Unit Info

of Bedrooms

Unit Status

Go

Excel

Search:

Unit Address	# of Bedrooms	Contract Rent	Legal Owner	HAP Payee	Tenant Name	Unit Status
	1					Occupied

“Attachments”- Any information that Delaware County housing Authority needs to address with our landlords (as in a delay in payment, ect) will be added to the “Attachment: section of the portal.

Attachments

You currently do not have any documents.

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

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

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

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

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

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

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

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

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

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

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

2. Name of victim: _____

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

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

5. Residence of victim: _____

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

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

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

10. Location of incident(s): _____

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

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

Signature _____ Signed on (Date) _____

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

Delaware County Housing Authority (DCHA)

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

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

Protections for Applicants

If you otherwise qualify for assistance under DCHA's Public Housing and or the Housing Choice Voucher Programs, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under DCHA's Public Housing and or the Housing Choice Voucher Programs, you may not be denied assistance, terminated from participation, or be

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

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

evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

Removing the Abuser or Perpetrator from the Household

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

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

In removing the abuser or perpetrator from the household, DCHA must follow Federal, State, and local eviction procedures. In order to divide a lease, DCHA may, but is not required to, ask

you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

Confidentiality

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

DCHA must not allow any individual administering assistance or other services on behalf of DCHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

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

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

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

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

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

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

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

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

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional

assistance, if needed, by contacting or filing a complaint with **DCHA's Public Housing**

Director or Housing Choice Voucher Director or the **HUD Philadelphia Office** 215-656-

0500

For Additional Information

You may view a copy of HUD's final VAWA rule at WWW.Hud.Gov

Additionally, DCHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **DCHA's Public Housing Leasing Agent or your Housing Choice Voucher Specialist.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Domestic Abuse Project Of Delaware County 24 Hour hotline 610-565-4590**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Network's National Sexual Assault Hotline at 800-656-HOPE or visit online hotline <https://ohl.rainn.org/online/>.**

Victims of stalking seeking help may contact **Pennsylvania Coalition against Domestic Violence 1-800-799-SAFE**

Attachment: Certification form HUD-5382