



Physical address: 603 South Polk Street, Tacoma, WA 98444

Mailing Address: 1525 108th St So., Tacoma, WA 98444

Ph:253-620-5400 Fax:253-620-5455 TTY: 253-620-5499

LANDLORD INFORMATION PACKET

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DEAR OWNER:

Thank you for your consideration of a prospective Section 8 tenant. Pierce County Housing Authority (PCHA) commends your interest in assisting low income families to obtain decent, safe, and sanitary rental units.

Here are a few things that you should be aware of:

- PCHA screens tenants for criminal background and income qualifications only. ***We recommend that you screen potential tenants for their rental history, as you would with any non-assisted renter.***
- The Section 8 tenant-based, voucher assistance program ***DOES NOT PROVIDE FUNDS FOR:*** Security deposits, Tenant portions of rent, costs involved with screening clients, legal fees for any notices regarding lease enforcement, or tenant damages and evictions.
- General Landlord responsibilities regarding Section 8 tenants mirror the landlord responsibilities for non-subsidized tenants. There are a few restrictions for federally assisted tenants:
 - Federal law requires that Section 8 tenants cannot be charged more than any non-assisted tenants.
 - Federal law also prohibits collecting side payments from the tenant.
 - Section 8 rental amounts are determined by a rent reasonableness study in conjunction with HUD published fair market rent. A new tenant is restricted from paying more than 40% of their adjusted income for their portion of the rent.
 - PCHA policy requires that the initial term of a Housing Assistance Payment (HAP) contract and lease is for one year. Once the year is up the tenancy commences as per the lease.
 - **WE CANNOT PRORATE THE LAST MONTH OF A HAP CONTRACT**, lease term dates can start once the unit passes inspection and must end one year later on the last day of the month before the start month of the lease.
- A Section 8 unit must pass a Housing Quality Standards (HQS) inspection prior to the tenant moving into the unit and at all times throughout the terms of the HAP contract or any added addendums. Clients and Landlords can request an emergency inspection at any time. It is recommended that landlords conduct their own inspections periodically and before reporting a unit for a complaint inspection.
 - When tenant's damages have caused an HQS fail, you may charge the tenant for the any repair costs
- Please provide PCHA with any notices that you send to the tenant regarding evictions, non-compliance, or damages. When we get proper notification that a tenant that moved from your unit owes money for significant damages, we can encourage the tenant to pay their bill by entering into a debt repayment agreement with the Landlord as a condition of continuing to receive housing assistance.

PLEASE DO NOT HESITATE TO CONTACT US IN THE EVENT YOU REQUIRE ADDITIONAL INFORMATION. YOU MAY CONTACT US BY TELEPHONE AT 253-620-5400 OR VISIT OUR WEBSITE AT PCHAWA.ORG.

You may also list your rental units for free on our website: gosection8.com

We appreciate your assistance with our mission to aid in acquiring safe, quality housing for all members of our community!



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LANDLORD FAQs

What types of housing units can participate in the Section 8 program?

In general, there are no special Section 8 requirements regarding housing type. Tenants are free to choose a home that fits their needs, complies with health and sanitary standards, and meets the rent amount limits set by the Public Housing Authority. Thus, Section 8 tenants can rent duplexes, apartments, family houses, mobile homes, and condominiums. Tenants are allowed to use their voucher for a unit larger than the voucher size as long as the rent amount is within their calculated limit.

Are there any restrictions on Pierce County Housing Authority jurisdiction?

A tenant with a Section 8 voucher can rent from anywhere in Pierce County: Bonney Lake, Buckley, DuPont, Edgewood, Fife, Fircrest, Gig Harbor, Lakewood, Orting, Puyallup, Roy, Ruston, Sumner, Tacoma, and University Place.

Is the Public Housing Authority involved in the tenant-landlord relationship?

Typically, tenants and landlords are responsible for handling all matters and responsibilities related to the rental unit on their own. However, if the tenant or landlord is facing more serious problems, such as eviction or destruction of property, the PHA may intervene.

How do I become a Section 8 approved Landlord?

First you need to have a tenant with a Housing Choice Voucher to rent to, they will give you a Request for Tenancy Approval (RFTA) packet, which you should fill out and return. The RFTA contains all of the documentation for a landlord to be entered into our system, as long as you have never been debarred from renting to subsidized tenants by Housing and Urban Development. It takes up to 14 business days for a Landlord to be entered into our system.

What are the responsibilities of an owner in the voucher program?

Property owners maintain the same rights and responsibilities in the voucher program as they would with an open-market tenancy, including:

- Performing all management and rental functions, including tenant screening.
- Ensuring that the property meets basic health and safety standards, including paying for costs involved with any owner-supplied utilities or appliances.
- Collecting a security deposit, tenant monthly rent portion, and charges for damages caused by the tenant.



What can I expect from a voucher tenant?

Voucher holders have the same responsibilities as any non-assisted tenant. They are obligated to fulfill the terms and conditions of their lease, including:

- Paying the security deposit
- Paying rent on time
- Maintaining the property, including paying utilities that they are responsible for
- Allowing the owner and Housing Authority reasonable access for inspections
- Paying for any tenant-caused damage to the property
- Using the residence solely as a residence for approved household members
- Giving proper written notice (20 days/ Per lease) when choosing to vacate

If I rent to one voucher holder, do all my units have to be Section 8?

No. Just because you rent to one Section 8 tenant does not mean you have to rent only to Section 8 tenants. Property owners retain the right to screen prospective tenants and select the best tenant for their property, whether they are a voucher holder or not.

What information does the Housing Authority require from owners?

A property owner new to the Housing Choice Voucher Program will need to complete a "Request for Tax ID Number" (a form supplied by the Housing Authority) and may need to show proof of ownership as well as HUD required documentation if the property has been newly purchased.

What Legal Documents are used in the Housing Choice Voucher Program?

Only two: a Lease Agreement and Housing Assistance Payments Contract (HAP). After the rental unit passes an initial inspection, a HAP is prepared and mailed to the property owner. The owner must attach the Section 8 program Tenancy Addendum (Part C of the HAP) that addresses the family's and owner's responsibilities to the tenant's lease.

Only once the signed Housing Assistance Contract (HAP) and Lease Agreement are approved, the Housing Authority begins payments on behalf of the tenant.

If I choose to rent to a voucher holder, what is the process involved?

A summary of the steps, which are described in more detail in other questions, is listed below:



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1. The prospective tenant submits the completed Request for Tenancy Approval (RFTA)
2. You will be contacted by a Housing Specialist or Inspector to schedule an inspection of the unit to be rented
3. Once the unit is approved, lease and HAP are signed, and the tenant pays the security deposit and their portion of the rent the tenant moves in
4. Shortly thereafter, you will receive your first payment from the housing authority

Does the housing authority screen tenants?

The Housing Authority does screening as to income eligibility for the program and criminal background screening in limited circumstances. Screening for tenant suitability remains the landlord's responsibility, the same as any non-assisted tenant

If I sign the Request for Tenancy Approval (RFTA) form am I committed to renting to the family?

No. The Request for Tenancy Approval form is simply your intention to rent to the tenant and sets the terms for the tenancy. Either party may withdraw from the process before a lease or contract is executed. Your lease is the binding agreement with your tenant.

After I sign the RTFA and the family submits it to the Housing Authority, how long before an inspection is scheduled?

The Housing Authority's goal is to contact the property owner within three business days of the RTA's submission to our office. An inspection is then scheduled at the property owner's convenience. Before Housing Authority staff contacts the owner, the family's share of rent is calculated and the preliminary screening for rent comparability is completed for discussion with the owner.

What do inspectors look for when inspecting my rental property?

HUD requires all required repairs be completed before the Housing Authority starts a Section 8 contract. Additionally, while your unit is under contract, the Housing Authority will inspect your property at least biennially (more if it has a record of not passing inspection). HUD's official inspection documentation: https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11775.pdf

Following is a list of commonly found required repair items:

- Electrical cover plates are cracked, broken or missing.



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- Smoke detectors are missing or not working (e.g., batteries removed); A working smoke detector is required for each level of a dwelling
- Gas, electric, and water service is not turned on. All appliances, including the heater, will be tested and inspected
- Stove & Refrigerator are not in the unit and in working condition at the time of inspection. (If the tenant is required to furnish appliances, these will be re-inspected once they are installed in the unit)
- Carpeting has seams pulling apart or other tripping hazards
- Water Leaks
- Windows are badly cracked or broken
- Water heater doesn't have a temperature pressure release valve with a drain line.
- Bathroom fan is not present or plugged in and in working condition. (If the bathroom has a window, a fan is not required)
- Debris is not removed from the interior and/or exterior of the unit

Note: Pierce County Housing Authority is required to assure HUD the unit is decent, safe and sanitary. PCHA does not perform building code enforcement.

How do I get paid?

Answer: In most cases the owner will receive the first payment from the Housing Authority within 14 days after the final contract paperwork (HAP and reviewed lease) is returned. Subsequent payments will arrive on the second business day or no later than the 4th of each month. The tenant pays their portion of rent directly to the property owner.

What about security deposits?

Answer: Property owners are entitled to collect a security deposit from Housing Choice Voucher participants. The security deposit cannot exceed amounts collected from non-Section 8 tenants and must be in line with Washington law (RCW 59.18.260-285).

Who takes care of tenant-caused damages during the tenancy?

Answer: As in all tenancies, repairs for tenant-caused damages are the responsibility of the tenant. Failure to make repairs may be grounds to terminate the lease and participation in the Section 8 program. The security deposit may also be used for reimbursement costs.



When am I allowed to increase a subsidized tenant's rent?

Once your tenant's initial or renewal lease is completed, you are allowed to increase the rent to a comparable fair market rate. HUD requires 60 days' *written* notice to approve and process rental increases. Mail, email, or faxes are the best way to send in increase notices, as they automatically generate a date stamp or fax receipt, which will be used to ensure the correct effective date. Every rental notice must include:

- Tenant's name
- Unit address
- New rental amount
- Whether or not the tenant is signing a renewal lease or going month to month
- Effective date of new rate
- Who is responsible for which utilities

How do I terminate the tenancy of a Housing Choice Voucher tenant?

Answer: If a tenant falls behind in the rent or violates any of their lease obligations, you should use the remedy defined in your lease agreement (such as a 3 or 30-day notice), it is the same process as any non-assisted tenants. We do request that you provide The Housing Authority with any notices within 10 days of posting them/ serving them on the tenant.

May I rent my property under the Housing Choice Voucher Program to a relative?

Answer: Federal regulations do not allow the Housing Authority to subsidize the rent of any participant if the property owner is the parent, child, grandparent, grandchild, sister or brother of any member of the participant's household unless as a reasonable accommodation for a family member with disabilities.

I am interested in the voucher program but still have questions. Who do I contact?

Answer: Call the Housing Authority at (253) 620-5400. Explain that you are interested in renting your property through the voucher program and that you would like to speak to the Landlord Liaison for more information.

Fill Your Vacancies Faster than Ever!

www.GoSection8.com

GoSection8 is the largest rental listing service for the Section 8 housing program. We provide landlords with a free section 8 compliant listing service for their units and connect them with prospective tenants!

GoSection8 Free Services

Unlimited Listings

There is no limit to the number of properties you can list including photos, however, all free listings require reactivation every 30 days.

Vacancies Appear On Housing Authority "Printed Lists"

We syndicate listings to local participating housing authorities where your vacancies are published according to the HA's policies and terms.

Listing Multiplier

With our listing multiplier, we distribute your properties to over 15 rental websites. This gives you more visibility, more leads and faster lease-up!

Dedicated Support Team

We have a highly trained Support Team on site to assist you Monday through Friday from 9:00am to 8:00pm Eastern.

GoSection8 Premium Services

Search Thousands of Tenant Leads

Our "QuikMatch Leads" feature allows you to access our database of tenants that are actively looking for housing. Match your property with a tenant's needs and then contact them directly!

Get Started Today at
www.GoSection8.com!



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Expediting Lease and Payment Approval

We have reviewed our initial approval process in an effort to expedite your rental payments and have identified several key areas that often delay the processing of PCHA's rental payments. With your cooperation, we can solve many of the issues that cause delays in processing payments.

1. Our most commonly missed lease information is the Appliance responsibility. By HUD law, the lease and Housing Assistance Payment (HAP) contract are required to "match". Refrigerator and range/stove are the only 2 appliances recorded on the HAP; therefore ***every lease MUST have a clause or addendum that states "Owner/tenant provides refrigerator and range"***. These items can also be listed in an unit inventory list or in a miscellaneous category.
2. Utilities paid by owner and utilities paid by the tenant must be the same on the lease and the HAP contract. We draw up the HAP based on the Request for Tenancy Approval form, the initial paperwork that the Landlord fills out and signs.
3. Lease term dates are often problematic because many times the client moves in before the inspection or in the middle of the month when we have already paid on their previous unit, and the HAP cannot take effect until the inspection has been done. ***Lease start dates must match what the HAP contract says.*** Many people are also confused by the end dates- because we cannot pro-rate the last month of a HAP, nor can our contract go over 12 months. ***Lease end dates will always be 12 months after the lease begins, on the last day of the month prior to the start month.*** (For example, a lease that starts on December 25, 2017 will have to end on November 30, 2018).
4. ALL OCCUPANTS MUST BE COUNTED ON THE LEASE. Adult tenants (anyone over 18) have to be named on the lease and all minors must at least be counted (i.e. Section 8 Tenant + 2 minors). Unauthorized tenants cannot live in the unit and will need to be removed from the lease. In the case of birth, adoption, or emergency placement we can allow for the unauthorized occupant to remain as long as PCHA was properly notified and the Landlord is aware of the tenant. When the unauthorized occupant is a child that lives with the tenant 50% or less, we do not count them as part of the household and only require a written note from the tenant attached to the lease stating this.
5. A few minor details to remember:
 - Make sure the unit number and address are correct and include the zip code of the unit.
 - The landlord's name must be legible somewhere on the lease.
 - Rent amount on the lease and the HAP have to be the same.
 - Keep us updated as to your contact information; Good communication with the Housing Authority is the best way to guarantee speedy approval. (please see the attached Landlord Change of Address form and use the appropriate spaces to update your email, phone, address, or the name of your new landlord[management company])

If you have any questions or concerns that were not addressed, please contact Pierce County Housing Authority's Landlord Liaison at (253)620-5467.

HQS CHECKLIST

All rooms

- ☐ Is the room free of electrical hazards?
- ☐ Can all windows and doors to the outside be locked?
- ☐ Are the windows free of severe deterioration or broken panes?
- ☐ Walls—in areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced
- ☐ Windows—window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced
- ☐ Windows must be weather stripped to assure a weather-tight seal
- ☐ Window screens must be in good condition (applies only if screens are present)
- ☐ Doors—all exterior doors must be weather tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact and have a threshold.
- ☐ All interior doors must have no holes, have all trim intact and be able to open without the use of a key
- ☐ All sinks and commode water lines must have shut off valves unless the faucets are wall mounted.
- ☐ All worn or cracked toilet seats and tank lids must be replaced and toilet tank lids must fit properly
- ☐ Security: If window bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system
- ☐ Are the walls, ceilings and floors in good condition and free of hazardous defects?

KITCHEN

- ☐ Is there a working refrigerator that maintains temperatures low enough so that food will not spoil in a reasonable amount of time?
- ☐ Is there a stove with working burners and oven?

BATHROOM

- ☐ Is there a bathroom?
- ☐ Is there at least one permanently installed light fixture?
- ☐ Is there a window that opens or a working ventilation system (fan)?
- ☐ Is there a permanently installed wash basin with hot and cold running water?
- ☐ Is there a working tub/shower with hot and cold running water?
- ☐ Is there a working toilet in the unit for the exclusive use of the tenant?

OTHER ROOMS

- ☐ Is there a smoke detector on each level? If tenant is hearing impaired, is there an alarm system connected to the smoke detector?
- ☐ If room is a bedroom—are there at least two working outlets or one working outlet and one permanently installed light fixture?
- ☐ If the room is used as a bedroom is there at least one window that opens and locks when closed?

BUILDING EXTERIOR

- ☐ Is the foundation sound and free of hazards?
- ☐ Are all the exterior stairs, rails and porches sound and free of hazards?
- ☐ Are roofs, gutters and downspouts sound and free of hazards?
- ☐ Is the chimney sound and free of hazards?
- ☐ If this is a manufactured home, is it properly placed and tied down?

HEATING AND PLUMBING

- ☐ Is the heating equipment capable of providing adequate heat to all rooms used for living?
- ☐ Do the windows allow adequate ventilation?
- ☐ Is the water heater safely located, and installed?
- ☐ Is the unit served by an appropriate public or private sanitary water supply?
- ☐ Is the plumbing free of leaks or corrosion that cause serious or persistent levels of rust to the drinking water?

GENERAL HEALTH AND SAFETY

- ☐ Can the unit be entered without having to go through another unit?
- ☐ Is there an alternative fire exit from the building that is not blocked and meets local or state regulations as an acceptable egress?
- ☐ Is the unit free of heavy accumulation of garbage or debris inside and outside?
- ☐ Are there adequate covered facilities for temporary storage and disposals of food waste?
- ☐ Are interior stairs and common halls free of debris?
- ☐ Do all elevators have a current inspection certificate?
- ☐ Is the unit free of abnormally high levels of air pollution from vehicular exhaust?
- ☐ Is the site and the immediate neighborhood free of conditions that would endanger the health or safety of the residence?

MOST COMMON FAIL CONDITIONS

- Nonfunctional smoke detector
- Missing or cracked electrical outlet covers
- No railings where required or damaged railings
- Peeling paint on pre-1978 built housing
- Tripping hazards caused by permanently installed floor coverings
- Inoperable stove or range hoods
- Missing burner controls
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No T&P relief valve with discharge line on water heater

24 HOUR EMERGENCY REPAIR ITEMS/ LIFE THREATENING CONDITIONS

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

HUD regulation CFR 982.308 (g) (4) states: “owners must provide the housing authority with notification of a rent increase (1st day of month) at least 60 (sixty) days prior to the effective date of the increase. Use this sheet to assist you in determining when to turn in the proper notice of increase by.

DRI Deadline Dates

Requested increase effective date	Date it has to be turned in by
March 1, 2017	December 31, 2016
April 1, 2017	January 31, 2017
May 1, 2017	March 2, 2017
June 1, 2017	April 2, 2017
July 1, 2017	May 2, 2017
August 1, 2017	June 2, 2017
September 1, 2017	July 3, 2017
October 1, 2017	August 2, 2017
November 1, 2017	September 2, 2017
December 1, 2017	October 2, 2017
January 1, 2018	November 2, 2017
February 1, 2018	December 3, 2017
March 1, 2018	December 31, 2017
April 1, 2018	January 31, 2018
May 1, 2018	March 2, 2018
June 1, 2018	April 2, 2018
July 1, 2018	May 2, 2018
August 1, 2018	June 2, 2018



Pierce
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In the on-going effort to maximize housing assistance funds available to our clients, use less paper, and reduce environmental waste, Pierce County Housing Authority (PCHA) delivers Section 8 housing assistance payments to landlords either by direct deposit or debit card. Pierce County Housing Authority will no longer issue paper checks.

Property managers: Washington State Department of Licensing (DOL) does not prohibit use of direct deposit for receiving rental payments. Questions regarding handling direct deposits can be directed to DOL audit staff at 360.664.6514.

If you prefer to receive your payments on a debit card, there is nothing further you need to do. The Mastercard debit card will be mailed by KeyBank N.A. to the address you have designated to receive payments. You should receive the card in approximately two (2) weeks. All payments will be funded to that specific card so you will want to properly secure and retain the card.

Information about the card is enclosed.

If you designate a third party to receive your payments, it is important that you manage the individual or entity that uses your card. Pierce County Housing Authority is not responsible for loss, abuse, theft or damages incurred on your assigned debit card.

You also have the option to enroll in direct deposit. The direct deposit program will enable you to receive payments into the bank account you designate. You can enroll using the enclosed form, or use our website to complete your secure enrollment at:

https://www.pchawa.org/Landlords_Direct_Deposit.php.

Whichever option you use, details about payments can be obtained using HMS PAL. If you haven't already done so, you can register at:

<https://www.hmsforweb.com/pal/login.php>

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

Through HMS PAL, you will be able to view an 18 month payment history and current year to date totals. Your most current payment data will be available online on the day following a check run process. This includes mid-month payments that are applicable for new move-ins, lease ups, and payments that have been held for abatements.

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

If you have technical problems with the PAL site, you can email support@hmsforweb.com for assistance. If you have questions about payment dates, payment amounts, etc, you should contact PCHA directly.

At PCHA, we are always looking for ways to expedite and simplify our functions in order to better serve both our landlords and clients. By implementing the usage of HMS PAL and the Direct Deposit method for making rental assistance payments, we hope to offer an easier and more convenient method for you to verify and receive housing assistance payments and information. For any questions or comments regarding HMS PAL, please email: support@hmsforweb.com.



Pierce
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Use This Form To Receive Your Payments Using Direct Deposit

To receive your tenant's monthly Section-8 rental assistance payment to the bank account you designate, you must complete and return this Direct Deposit Enrollment Form. You can also enroll on-line using Pierce County Housing Authority's secure website at https://www.pchawa.org/Landlords_Direct_Deposit.php.

Direct Deposit Enrollment

Landlord/Payee: _____

Landlord/Payee Tax ID # (TIN): _____

Tenant Name & Address: _____

Landlord Phone Number: _____

Landlord Address: _____

Email Address: _____

Bank Name: _____

Bank Phone: _____

Account Type: ☐ Checking ☐ Savings

Bank Routing Number*: _____

Account Number*: _____

Authorized Signature: _____

*To ensure your payments are directed correctly, please check with your bank to verify the information you provide is correct. Alternatively, you may include a VOID check to supply the required information.

Pierce County Housing Authority


Post Office Box 45410 Tacoma, WA 98448-0410

253.620.5400 <http://www.pchawa.org/>

On the internet, type in the following address:

www.hmsforweb.com/pal/login.php

You must register if this is your first time using this system. Keep record of your username and password. The BHA cannot retrieve your user information. If you forget password you must contact support@hmsforweb.com



EXPLORE THE POSSIBILITIES

Housing Management Software Solutions

Home | HMS PAL™ | HMS OWL™

Welcome!

If you would like more information about how your agency can employ the HMS PAL™ application, please email support@hmsforweb.com

Want a Demo?

We have set up a demo account for you to see how HMS PAL™ works. To use the demo account, login with John and use 123456789 as the SSN.

Welcome to HMS PAL™ (Payment Access for Landlords)!

To view your payment history, please log in below. Your Login ID is the first 5 characters that appear in the payee field on your checks including spaces, dashes, punctuation and it is not case sensitive. For example, if the payee field on your check is "Mr. John Smith, your Login ID is "Mr. J" or "mr. j" and if the payee field is "Property Management, LLC" your Login ID is "Prope" or "prope". Your Tax ID is either your SSN or your Federal Tax ID. Do not enter dashes or spaces, only your full 9 digit Federal ID or SSN.

LandLord Login

Login ID:

Tax ID:

Login

Once logged in you will see the screen below that lists your payment history.



Welcome John Smith! [LOGOUT](#)

2008 Year to Date Total is \$0.00

To see the detail for any Payment Row, click on the Amount for that Payment. To sort payments, click on any Column Header at the top.

Housing Authority	Payment No.	Payment Date	Amount
Housing Authority 1	999999636	6/1/2007	4,086.00
Housing Authority 1	999999529	5/1/2007	4,086.00
Housing Authority 1	999999482	4/1/2007	4,086.00
Housing Authority 1	999999433	3/1/2007	0.00
Housing Authority 1	999999355	2/1/2007	338.00
Housing Authority 1	999999240	1/1/2007	338.00

Click here for payment detail

You can click on the amount field and it will show you detailed payment information for that particular payment number (Show below).



Printer Friendly Page

Payment From: Housing Authority 1
Paid To: John Smith

Payment Number: 999999636
Payment Date: 6/1/2007
Payment Amount: \$4,086.00

Tenant Name	Location	Description	Amount
LastName3, FirstName3	#1 100 North Main Street Denver CO 12345-1111	Auto HAP For 6/2007	717.00
LastName4, FirstName4	#5 100 North Main Street Denver CO 12345-1111	Auto HAP For 6/2007	771.00
LastName5, FirstName5	#6 100 North Main Street Denver CO 12345-1111	Auto HAP For 6/2007	881.00
LastName6, FirstName6	#14 100 North Main Street Denver CO 12345-1111	Auto HAP For 6/2007	872.00
LastName7, FirstName7	#11 100 North Main Street Denver CO 12345-1111	Auto HAP For 6/2007	845.00



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Housing
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Owner/ Landlord Change of Address

Effective Date: _____

Owner Name: _____

Owner Phone: _____

Owner Email: _____

Owner Tax ID # ~~SSN~~ _____

PCHA Client name/address _____

New Address:
(Correspondence) _____

New Name/Address:
(Payments) _____

New Address:
(1099 mailing) _____

Property Manager
Name / Phone #
(if applicable) _____

Owner/Agent Signature

Date

**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	Bottle gas	Oil or Electric	Coal or Other		
Cooking	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Water Heating	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:**Public Housing Agency**_____
Print or Type Name of PHA_____
Signature_____
Print or Type Name and Title of Signatory_____
Date (mm/dd/yyyy)**Owner**_____
Print or Type Name of Owner_____
Signature_____
Print or Type Name and Title of Signatory_____
Date (mm/dd/yyyy)**Mail Payments to:**Name **OWNER**_____
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.**

e. Protections for Victims of Abuse.

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

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

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

17. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

16. Notices

Section 8 Caseworker Contact Information**Effective October 2017****Telephone: 253-620-5400****Main Fax: 253-620-5455**

HCV Last name begins with: Case worker: Phone: Email:

A-COL	Ariel	1018	253-620-5472	amdaniels@pchawa.org
		Direct Fax	253-620-5441	
COM-G	Karrie	1425	253-620-5465	kbrice@pchawa.org
		Direct Fax	253-620-5440	
H-LO	Kerri	1460	253-620-5471	klgustafson@pchawa.org
		Direct Fax	253-620-5434	
LP-REX	Jennifer	1409	253-620-5473	jgroninga@pchawa.org
		Direct Fax	253-620-5457	
REY-WHE	Chris	1420	253-620-5420	cgish@pchawa.org
		Direct Fax	253-620-5432	
WHI-Z	Jennifer		253-620-5473	jgroninga@pchawa.org
New Admiss	Ariel		253-620-5472	amdaniels@pchawa.org
Landlord Liaison	Coralie (C.C.)	1026	253-620-5467	ccbusek@pchawa.org
		Direct Fax	253-620-5467	

(Pending HAP contract, Delayed Rent Increases, LL Briefings, back up HQS inquiries)

<u>VASH A-K</u>	Elizabeth	1023	253-620-5453	ecombs@pchawa.org
		Direct Fax	253-620-5448	
<u>VASH L-Z</u>	Karrie	1425	253-620-5465	kbrice@pchawa.org
		Direct Fax	253-620-5440	

PROJECT BASED:**Elizabeth****ecombs@pchawa.org***(All projects: TRM, MDC, Mod Rehab, HH, MH, KWA, LIHI, SRO/MG, Sound Families, BV, Manresa, MTH, Heritage and Sumner Commons)*

<u>WAITLIST</u>			253-620-5400	waitlist@pchawa.org
<u>LIPH/ORTING</u>	Amy	1454	253-620-5476	aemoorer@pchawa.org
<u>Inspector/ HQS Scheduling</u>	Hank	1408	253-620-5479	hbaker@pchawa.org
<u>RECEPTION</u>	Sherry	1400	253-620-5400	saholliday@pchawa.org or www.pchawa.org