Section 8 HCV Landlord Handbook

Bremerton Housing Authority

www.bremertonhousing.org
360-616-7142
landlord@bremertonhousing.org

About This Handbook

First of all, welcome! Bremerton Housing Authority (BHA) is excited to partner with you and want to welcome you to the Section 8 HCV (Housing Choice Voucher) program.

Whether you've worked with us before, or are brand new, we value your partnership. Without landlords, property managers, and owners, our program would not be able to provide over 1,500 residents with rental assistance. Remember how important you are and how valuable your partnership is to Kitsap and/or Mason County.

The Section 8 HCV program is funded by the federal government through HUD (Housing and Urban Development). BHA's role is to administer the program within our jurisdiction(s) of Kitsap and Mason counties. The funds we administer are used by eligible households to find rental housing on the private market in the form of a Section 8 Housing Choice Voucher. Under this program, households pay approximately 30-40% of their monthly income towards rent and utility cost(s). BHA then pays the balance directly to the landlord.

For this program to be successful, a good working relationship is vital between all parties involved. This handbook is intended for you to have on hand and we hope you find it useful.

Again, thank you for your involvement in this program – we truly couldn't do it without you!

Sincerely,

BREMERTON HOUSING AUTHORITY

Bremerton Housing Authority
600 Park Avenue
Bremerton, WA 98337

fdadmin@bremertonhousing.org

Fax: 360-616-2927

Table of Contents

Definitions, Acronyms & Other Frequently Used Terms 1

Section 8 Housing Choice Voucher (HCV) Overview
About the Section 8 Housing Choice Voucher (HCV) program
Responsibilities of the Landlord, Tenant & BHA 2

Quick Reference: Section 8 HCV Landlord FAQs
Landlord BHA Point of Contact • Owner Changes • Rent Increases
Landlord Mitigation Fund Program • How Soon Will I Get Paid
Where to Submit Paperwork 3
What are the most commonly failed HQS inspection items? 4
How does BHA determine the amount of rent I can get? 5
Can BHA Get involved if I'm having issues with my tenant?
What does the process of renting to a Section 8 HCV household look like? 6

Finding & Screening a Tenant
The process of finding & screening a tenant • Screening tenants for suitability 7

All About Section 8 HCV Households
Waitlists • Eligibility • Payment Standards
Orientation/briefing • Family Obligations • Program Violations 8
Vouchers: a visual explainer 9
Affordability for a household 10

HQS Inspections & Request for Tenancy Approval (RFTA) Packets

HQS Inspections
Definition & requirements 11
Types of HQS Inspections 12
Emergency 24-hour Repairs • Correcting deficiencies 13
Most common deficiencies found in HQS Inspections 14
Responsibilities for repairs • Abatement 15
Lead-Based Paint 16

Request for Tenancy Approval (RFTA) Packet

RFTA Packet: a visual explainer • Process..... 17
Broad overview of the RFTA to HAP Contract execution process,
Rent Reasonableness..... 18

Rent Payments & Calculations

How BHA determines the amount of rent landlords can get..... 19
How BHA determines the amount of rent the household pays..... 20
Affordability Estimate Worksheet..... 21
Scenarios: Affordable vs. Unaffordable units..... 22
Rent increases • Rent Reasonableness • Utilities..... 23

HAP Contracts

A visual explainer: parts A & B..... 24
A visual explainer: part C
What exactly HAP Contracts are and why they're important..... 25
HAP Contract execution & getting your initial payment • Termination of HAP..... 26
Termination of HAP Contracts by party..... 27

The Relationship Between You and Your Tenant (and BHA's Role)

Rental agreement/lease • Communication • Program violations
Mediation services • Unauthorized occupants • Housekeeping Issues..... 28

Owner Responsibilities & Other Policies

Basic owner responsibilities • Leasing to relatives • Non-Discrimination..... 29

RentCafé Landlord Portal..... 31

Attached HUD & BHA Sample Forms

- HUD Form 52646: Voucher
- HUD Form 52641: HAP (Housing Assistance Payments) Contract
- HUD Form 52641A: Tenancy Addendum
- HUD Form 52580: HCV Inspection Checklist (short version)
- HUD Form 52580-A: HCV Inspection Form (long version)
- BHA Form: Request for Rent Increase & Rent Survey
- BHA Form: Owner Change of Circumstance
- BHA Form: Direct Deposit Form & W9
- BHA Form: HQS Pre-Inspection Checklist

Resources & Important Links

- Section 8 Administrative Plan www.tinyurl.com/yc48kbp2
- WA State Landlord Mitigation Fund https://tinyurl.com/2p8ph62j
- Fair Housing in Washington State – Top 100 FAQs for Property Owners and Managers https://tinyurl.com/4t7snk29
- Violence Against Women Act (VAWA) https://tinyurl.com/cdfn5c3s
- WA State Source of Income Discrimination law https://tinyurl.com/bdh62pn8
- Sharing your listing with BHA's households www.bremertonhousing.org > Property Owners > Listing Your Unit
- Rental Housing Associate of Washington State www.rhawa.org
- Washington State Landlord Association www.walandlord.org
- Washington Law Help (run by NW Justice Project) www.washingtonlawhelp.org

Definitions, Acronyms, and Other Frequently Used Terms

- **Landlords/owners/property managers:** This handbook uses "landlords" to refer to landlords, property management staff, and owners.
- **Section 8/HCV/rental assistance/rent subsidy:** These terms are all used interchangeably depending on context, however, there is no difference in meaning or reference. "Section 8" and "HCV" refer to the same program; "rental assistance" and "rent subsidy" refers to the program's assistance of assisting with paying rent on behalf of an eligible household.
- **Participant/household/family/voucher holder(s):** These terms are all used interchangeably depending on context. "Participant" means a voucher holder who participates in the Section 8 HCV program; household refers to the participating household; family refers to the household; and voucher holder(s) are those who have a voucher for rental assistance who participate in the Section 8 HCV program.
- **HUD (Housing and Urban Development):** The federal government agency that oversees the funding administered by Bremerton Housing Authority.
- **BHA/PHA (Bremerton Housing Authority and Public Housing Authority):** Most of the time you will see "BHA" or "Bremerton Housing Authority", but occasionally may see "PHA" or "Public Housing Authority".
- **FMRs & Payment Standards:** Fair Market Rents and Payment Standards are how BHA determines a reasonable amount of rent to pay for each building type & bedroom size in the area. Payment Standards are calculated off of FMRs by HUD.
- **Income Limits:** Used for determining eligibility for the Section 8 HCV program, these limits are based off of area, household size, and income to ensure the families most in need are being served first. The household's gross income may not exceed 80% of the program, but HUD's income targeting requirements mandate that 75% of families must be at or below 30%.
- **RFTA (Request for Tenancy Approval) packet:** Please refer to the "HQS Inspection & Request for Tenancy Approval Packet" section of this handbook for more information.
- **HQS (Housing Quality Standards):** Please refer to the "HQS Inspection & Request for Tenancy Approval Packet" section of this handbook for more information.
- **HAP (Housing Assistance Payments):** Please refer to the "HAP Contracts" section of this handbook for more information.
- **URP (Utility Reimbursement Payment):** Made to the household if the utility allowance for the unit exceeds their Total Tenant Payment (TTP) for the household.
- **TTP (Total Tenant Payment):** This is the amount expected for the household to be responsible for both rent AND utilities.

Section 8 HCV Program Overview

What is the Section 8 Housing Choice Voucher (HCV) Program? The Section 8 HCV (Housing Choice Voucher) program is funded by the federal government through HUD (Housing and Urban Development). BHA's role is to administer the program within our jurisdiction(s) of Kitsap and Mason counties. The funds we administer are used by eligible households to find rental housing on the private market.

- HCVs are administered locally by Public Housing Authorities (PHAs) like Bremerton Housing Authority (BHA), who receive federal funds to do so.
- Housing Choice Vouchers (HCVs) are just that: a choice for the participant to find and select a unit that meets program requirements in order to receive rental assistance.

Number of households served: There are over 1,500 households who utilize an HCV in Kitsap and Mason County. This would not be possible without private landlords.

Responsibilities of the Landlord, Tenant & BHA

BHA Responsibilities

- Ensure household's eligibility for program
- Determine household's rent portion
- Conduct annual recertifications with household
- Work with landlord to execute a HAP Contract
- Conduct annual/biennial inspections to ensure HQS requirements continue to be met
- Ensure owners and households are aware of and comply with program requirements
- Pay landlords in a timely manner

Landlord Responsibilities

- Enforce & follow the lease agreement between you and your tenant
- Comply with WA State Landlord-Tenant & Fair Housing law(s)
- Maintain the unit in accordance with HQS requirements; correct any deficiencies found during HQS inspection
- Comply w/ terms of HAP contract between you and BHA
- Communicate directly with your tenant regarding matters relating to lease/tenancy
- Collect tenant's rent portion directly from them

Family Responsibilities

- Comply with all Section 8 program requirements and cooperate w/ BHA
- Comply w/ Section 8 Family Obligations
- Comply with landlord's lease agreement
- Pay their rent portion to landlord on time
- Pay for any utilities that are not covered in the rent
- Be responsible for damages to the unit beyond normal wear-and-tear
- Be responsible for certain deficiencies found during HQS inspections

HCV Landlord FAQs

Who can I contact at BHA with any questions or issues?

Please feel free to contact our Landlord Liaison:
landlord@bremertonhousing.org or (360) 616-7142

What do I do if there is an owner or property management change?

Complete and submit a Landlord/Owner Change form. Please visit our website at www.bremertonhousing.org > Property Owners > Landlord Forms to download a copy.

How do I request a rent increase?

Complete and submit a Request for Rent Increase form. Please visit our website at www.bremertonhousing.org > Property Owners > Landlord Forms to download a copy.

What is the Washington State Landlord Mitigation Fund Program?

Visit https://tinyurl.com/2p8ph62j for full information about the Landlord Mitigation Fund & Landlord Damage Relief Program

---

How soon will I get paid?

Your initial payment will need to have a HAP Contract be successfully executed before BHA can process it. While it will be delayed due to this, it will be retroactive to the date the contract begins and paid on the next check/deposit run (the 1st and 15th business day of each month).

The length of time between inspection passing and initial payment will vary depending on how quickly BHA gets the HAP Contract executed and the time of the month this happens.

Essentially, this means it could take anywhere from 2-8 weeks depending on how quickly BHA gets everything needed.

Where can I submit forms or paperwork?

Email fdadmin@bremertonhousing.org, fax (360) 616-2927, or mail to:

Bremerton Housing Authority
Attn: Housing
600 Park Avenue
Bremerton, WA 98337

What are the most commonly failed items in HQS inspections?

Plumbing & Heating

- Hot water heaters must have: a pressure/temp relief valve and discharge line no more than 6 inches off the floor OR be routed outside; electric connection must be covered in flex conduit
- No flammable materials near gas hot water tanks or gas furnaces
- Heating system must be in safe, working condition and produce enough heat to service the living areas

Appliances

- Kitchen stove must be in working order and have all knobs & handles intact
- Fridge must be in working order, be large enough to suit family, have intact handle, and gaskets in good repair

Electrical

- Bedrooms must have either:
    - 1 overhead light and 1 working outlet
    - 2 working outlets
- Wiring must be secured to wall or ceiling
- Electrical splices in junction box/no unsecured or exposed wiring

Fire Prevention, Safety & Sanitary Conditions

- Units must have working smoke detectors AND carbon monoxide detector
- Fire exits must be clear in the event of an emergency
- Unit must be free of rodent or insect infestation

Structural

- No tripping hazards on the floor, porch, stairs or walkways
- If there is a child under 6 in household: paint cannot be chipping, peeling, chalking or cracking either interior or exterior (Lead Based Paint requirement)

Windows & Doors

- All bedroom and bathroom doors designed to open, must open
- Windows cannot be cracked or broken
- Windows must work (prevent drafts/water leaks); must lock if on ground floor
- Bathrooms must have 1 window OR 1 exhaust vent/fan

How does BHA determine the amount of rent I can get?

The short answer:

Landlords should ask for what they think is fair. BHA will then use 2 factors to determine if that amount can be paid:

1. Must be considered "affordable" for the household (tenant portion cannot exceed 40% of their monthly income in their first lease term)
2. The unit must pass a Rent Reasonable test (compared to similar non-assisted units)

If the amount you request does not meet both of these requirements, we will counter your offer and give you the option to lower the amount. If you do not want to lower the rent, the unit will not be eligible for the program.

The long answer:

There are several moving parts to calculating this amount, and thus no standard template for the calculation. Payment Standards, Utility Allowances, Rent Reasonable and Affordability for the Household are all factors that we use to calculate rent. Basically, BHA must follow and adhere to several federal guidelines and formulas to calculate rent amounts. Here are the components below:

Payment Standards: these amounts are based off of published FMRs (Fair Market Rents) that HUD sets and are based off bedroom size. They are the maximum amount BHA can pay each month for Gross Rent (rent AND utilities the tenant is responsible for). For current payment standards, visit our website at www.bremertonhousing.org > Residents/Participants > Section 8 > Income Limits & Payment Standards.

Utility Allowances: Utility Allowances are for determining a reasonable allowance for monthly utilities the tenant is responsible for and are based off of Utility Allowance charts calculated off of HUD's Utility Schedule Model. These amounts are based on building type, bedroom size and location, and broken down by utility type. Their purpose is to offset tenant-paid utility cost(s). Generally, the more utilities a tenant is responsible for, the lower the asking rent amount will be that BHA can pay. For current utility allowance schedules, visit our website at www.bremertonhousing.org > Residents/Participants > Section 8 > Utility Allowances.

Rent Reasonable (RR) Determination/Test: HUD requires that rents charged by owners are reasonable, so BHA must compare the rent for the subsidized unit to rents for similar unassisted units in the marketplace. See page 18 for more details.

Household Affordability/Rent Portion: on top of Rent Reasonableness (RR), the household also has a maximum that they are allowed to pay for rent and utilities. This is commonly referred to as the household's allowed amount (what BHA refers to as their "Line 9") and can be found on their Affordability Estimate Worksheet paperwork (which they should have

before they apply). See pages 21 & 22 for more details. *Note: If RR is lower than household's allowed amount, the lesser amount of the two will be approved.*

Can BHA get involved if I'm having issues with my tenant?

Unfortunately, BHA is not able to get involved in disputes or disagreements between landlords and tenants for a variety of reasons, one of which being we are not party to the rental lease agreement, and therefore not qualified to legally advise or provide guidance when it comes to lease enforcement.

The top 3 factors to keep in mind regarding landlord-tenant relationships are:

- Follow/enforce the rental lease agreement
- Abide by Washington State Landlord-Tenant law
- Always try to keep direct communication between you and your tenant.

However, please note that if you issue any notices to your tenant, please just remember to copy or notify BHA for our records.

What does the process of renting to a Section 8 HCV household look like (overview)?

1. Find & approve the tenant
2. Submit the tenant's completed RFTA packet to BHA
3. BHA sets up HQS Inspection after running Rent Reasonable & Affordability test
    - If both Rent Reasonable and affordable, and unit passes: proceed to Step 4
    - If both Rent Reasonable and affordable but unit does not pass: work with Housing Inspector to correct deficiencies to pass and then proceed to Step 4
    - If neither Rent Reasonable and/or Affordable: Housing Inspector will come back with a counter-offer for asking rent and give you the option to accept or decline in order to continue Step 3
        - If you accept the counter offer and unit passes inspection, proceed to Step 4; if unit does not pass inspection, you'll work with Housing Inspector to correct deficiencies
4. Once HQS Inspection passes, the lease can be signed between landlord & tenant
5. BHA will contact landlord to successfully execute the HAP Contract between both landlord and BHA. Once successfully executed, BHA can process payment - check runs are every 1st & 15th business day of each month. Initial payment will be delayed but retroactive.

Please note: HAP Contracts not executed within 60 days of beginning lease term could result in missing payments/lost rent

Finding & Screening a Tenant

Here is the process to renting to a family with a Section 8 Housing Choice Voucher:

1. Find & approve the tenant
2. Submit the tenant's completed RFTA packet to BHA
3. BHA sets up HQS Inspection after running Rent Reasonable & Affordability test
   - If both Rent Reasonable and Affordable, and unit passes: proceed to Step 4
   - If both Rent Reasonable and Affordable but unit does not pass: work with Housing Inspector to correct deficiencies to pass and then proceed to Step 4
   - If neither Rent Reasonable and/or Affordable: Housing Inspector will come back with a counter-offer for asking rent and give you the option to accept or decline in order to continue Step 3
     - If you accept the counter-offer and unit passes inspection, proceed to Step 4; if unit does not pass inspection, you'll work with Housing Inspector to correct deficiencies
4. Once HQS Inspection passes, the lease can be signed between landlord & tenant
5. BHA will contact landlord to successfully execute the HAP Contract between both landlord and BHA. Once successfully executed, BHA can process for payment - check runs are every 1st & 15th business day of each month. Initial payment will be delayed but retroactive.

Please note: HAP Contracts not executed within 60 days of beginning lease term could result in missing payments/lost rent

---

Screening a Tenant for Suitability

Landlord screening criteria: BHA strongly recommends landlords screen for any criteria they require in order to determine whether or not a tenant is suitable for their property. ***BHA does not screen for things like rental history or credit*.**

The one exception to screening voucher holders versus regular applicants is you are required to follow the WA State Source of Income Discrimination Law. This law forbids landlords from refusing to allow a potential tenant to apply for a rental simply because they have a Section 8 Housing Choice Voucher.

WA State Landlord-Tenant Laws and Fair Housing laws always will apply too, like any other applicant.

For more information about the WA State Source of Income Discrimination Law (RCW 59.18.255), please visit www.tinyurl.com/bdh62pn8

All About Section 8 HCV Households

Waitlist: Section 8 HCV households – with a few exceptions – come from a waitlist that is generally *at least* 1 year. BHA opens the waitlist for Section 8 periodically and for only a few days every few years.

Eligibility: How BHA determines eligibility for Section 8 HCV vs. how landlords determine eligibility for tenancy:

- BHA only looks at eligibility for the Section 8 HCV program and not for suitability as a tenant. BHA does not conduct tenant screening services conducted by private companies; we do not screen for various factors (examples: rental or eviction history, credit, bankruptcies, judgements, etc.)
- Landlord screening criteria: landlord screening criteria for a voucher holder should be the same as for a non-voucher holder with one exception being the WA State Source of Income Discrimination Law.

Payment standards: one of the factors used in rent calculation and determination. These amounts are based off of published FMRs (Fair Market Rents) that HUD sets and are based off bedroom size. They are the maximum amount BHA can pay each month for Gross Rent (rent AND utilities the tenant is responsible for). Please visit www.bremertonhousing.org > Residents/Participants > Section 8 > Income Limits & Payment Standards for our current Payment Standards.

Orientation/briefing: a requirement for each newly-issued voucher holder. These mandatory appointments are held in order to inform the household about their responsibilities, obligations and overview of the Section 8 HCV program. The household is issued a Family Handbook, their Affordability Estimate Worksheet (which shows their Line 9 shopping amount), an RFTA for prospective landlords, and their voucher.

Family Obligations: these are the rules the household must follow in order to continue to qualify for rental assistance. BHA informs the family of their obligations at orientation/briefing. Violations of these obligations may result in termination of rental assistance. A full list of the Family Obligations can be found in Chapter 5 of BHA's Section 8 Administrative Plan: www.tinyurl.com/yc48kbp2

Program violations: If you issue any notices in writing to your tenant for non-compliance or regarding their tenancy, please let BHA know as well by sending us a copy of the document. This is so we can follow up on our end to ensure the household is following their Family Obligations.

Voucher: a 3-page document that is proof of their eligibility for rental assistance for a qualified unit. Here's what to pay close attention to:

1) Unit size: this is the number of bedrooms the family qualifies for. The only time this number may not match the unit size being applied for is when the family is applying for a larger bedroom size. Please note the unit will still need to be affordable according their Affordability Estimate Worksheet (see next page for full breakdown).
2) and 3) Length of time to search: initial length of search time for family (120 days).
3) Date Expiration Expires: If 3 above has expired, and household has requested extension, the new expiration date (90 days).

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

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 1
2. **Date Voucher Issued (mm/dd/yyyy)** Insert actual date the Voucher is issued to the Family. — 2. Issue Date (mm/dd/yyyy) 2
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) 3
4. **Date Extension Expires** (if applicable)(mm/dd/yyyy) (See Section 6. of this form) — 4. Date Extension Expires (mm/dd/yyyy) 4

5. Name of Family Representative | 6. Signature of Family Representative | Date Signed (mm/dd/yyyy)

7. Name of Public Housing Agency (PHA)

8. Name and Title of PHA Official | 9. Signature of PHA Official | Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In 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.

Previous editions obsolete | Page 1 of 3 | form **HUD-52646** (04/2015) ref. Handbook 7420.8

Affordability: the household's "Affordability" refers to whether or not the unit they apply for is affordable for their voucher size. At orientation/briefing, the household is issued an Affordability Estimate Worksheet that is used in conjunction with Utility Allowance Schedule charts to calculate their Affordability. They are given a Family Handbook that goes over how to correctly calculate Affordability for their household. This is done to ensure the household pays no more than 30-40% of their monthly adjusted income for rent and utilities on their initial lease term. See below for a sample Affordability Estimate Worksheet for a 3 bedroom voucher with a monthly adjusted income of $1561.67 and a Payment Standard of $2920.00. (Current Payment Standards are located at www.bremertonhousing.org > Residents/Participants > Section 8 > Income Limits & Payment Standards):

BREMERTON HOUSING AUTHORITY

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2527
www.bremertonhousing.org

Affordability Estimate Worksheet

Head of Household: Rosie Smith **Voucher Issued:** MM/DD/YYYY
Specialist: _____ **Voucher Expires:** MM/DD/YYYY

Program: b_hcv

RENT BURDEN (AFFORDABILITY) WORKSHEET

According to HUD regulations, Housing Choice Voucher participants may pay up to 40% of monthly adjusted income as rent. If the gross rent for the unit you select is less than line 8 below you will be paying 30% of your income as rent. If the gross rent for the unit you select is between line 8 and line 9 you will be paying closer to 40% of your monthly adjusted income as rent. Please keep this in mind as you are searching for a unit.

1.	Annual Income	$21,500.00
2.	Deductions to Income	$2,760.00
3.	Annual Adjusted Income	$18,740.00
4.	Monthly Adjusted Income (#3 Divided by 12)	$1,561.67
5.	40% of Monthly Adjusted Income	$624.67
6.	30% of Monthly Adjusted Income	$468.51
7.	Difference (#5-#6)	$156.17
8.	Payment Standard for Family ***	$2920.00***
9.	Payment Standard + #7	**$3,076.00**

Rent + Utility Allowance For Unit **MUST** be **LESS** than Line 9

Keep in mind:
If the Gross Rent (rent plus utility allowance) is:
- *Less than Line 8, you will be paying 30% of your income (Line 6) as rent*
- *Between Line 8 & 9, you will be paying closer to 40% of your income as rent*

SAMPLE

*** *This number is an example number used for this scenario*

Please see pages 21 & 22 for more details on calculating Affordability for a unit

HQS Inspections

Definition & requirements: HQS, or Housing Quality Standards, are inspections conducted by BHA staff and/or contractors to ensure that potential and current HCV housing units meet the minimum performance and acceptability criteria for each of the 13 key housing quality aspects.

The 13 key housing quality aspects are:

- Sanitary facilities
- Food preparation & refuse disposal
- Space & security
- Thermal environment
- Illumination & electricity
- Structure & materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site & neighborhood
- Sanitary condition
- Smoke detectors

It's important to remember that HQS inspections are primarily concerned with Health & Safety issues in the unit and are conducted to ensure that the unit meets minimum performance and acceptability criteria as defined by HUD in the bullets above. There are 2 main types of common inspections: initial and annual/biennial, and 2 types of the less common inspections: special and quality control.

Types of HQS inspections

Initial inspections: initial inspections for prospective units to the program are the most detailed in order to approve the unit for the program. See below for process:

Landlord approves tenant	Landlord & tenant complete RFTA; submits to BHA	BHA runs RR and Affordability test; if both check out, schedules inspection	BHA Housing Inspector inspects the unit	If unit passes, proceed to next step. If unit doesn't pass, repairs made and Housing Inspector assesses to hopefully pass unit.	Once unit has officially passed inspection, landlord & tenant free to sign lease.	BHA will prepare HAP contract paperwork to send to landlord; once received, will process for payment.

Annual or biennial inspections: After the unit has been determined to be eligible for the household, BHA will conduct either annual or biannual inspections. Note that it is not a requirement for you to attend, but you are welcome to. If you choose to attend, please remember to give prior proper notice to your tenant in accordance with WA State Landlord-Tenant law.

Special inspections: If at any time the family or owner notifies BHA that the unit does not meet Housing Quality Standards, BHA will conduct an inspection. BHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

Quality Control inspections: Quality Control inspections determine that each HQS inspector is conducting accurate, complete, and consistent inspections in compliance with HQS standards. These inspections are conducted by a member of management, and they are required to be conducted to gather data for mandatory reporting to HUD.

Correcting deficiencies when an inspection fails: if BHA finds a deficiency in the unit that causes it to not pass inspection, they will contact you with a list of needed repairs. Depending on the types of repairs, there are 2 different timelines: emergency repairs require a 24-hour turnaround time; non-emergency repairs have a 10-day.

The emergency repairs that would warrant a 24-hour turnaround time are below.

Emergency repairs requiring a 24-hour turnaround time:

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

Most common deficiencies found in HQS inspections

Plumbing & Heating

- Hot water heaters must have: a pressure/temp relief valve and discharge line no more than 6 inches off the floor OR be routed outside; electric connection must be covered in flex conduit
- No flammable materials near gas hot water tanks or gas furnaces
- Heating system must be in safe, working condition and produce enough heat to service the living areas

Appliances

- Kitchen stove must be in working order and have all knobs & handles intact
- Fridge must be in working order, be large enough to suit family, have intact handle, and gaskets in good repair

Electrical

- Bedrooms must have either:
    - 1 overhead light and 1 working outlet
    - 2 working outlets
- Wiring must be secured to wall or ceiling
- Electrical splices in junction box/no unsecured or exposed wiring

Fire Prevention, Safety & Sanitary Conditions

- Units must have working smoke detectors AND carbon monoxide detector
- Fire exits must be clear in the event of an emergency
- Unit must be free of rodent or insect infestation

Structural

- No tripping hazards on the floor, porch, stairs or walkways
- If there is a child under 6 in household: paint cannot be chipping, peeling, chalking or cracking either interior or exterior (Lead Based Paint requirement)

Windows & Doors

- All bedroom and bathroom doors designed to open, must open
- Windows cannot be cracked or broken
- Windows must work (prevent drafts/water leaks); must lock if on ground floor
- Bathrooms must have 1 window OR 1 exhaust vent/fan

Responsibilities for repairs: family/household or landlords?

If a unit fails inspection, repairs are either going to be the responsibility of the household or the landlord. See below for a breakdown of each one:

Family/Household	Landlord
• Utilities not in service (that are the tenant's responsibility) • Failure to provide or maintain appliances that the family supplied (not landlord-supplied) • Damage to the unit or premises caused by a household member or guest beyond "normal wear and tear" that could cause the unit to breach HQS requirements. Normal wear and tear is defined in WA State law.	The landlord is responsible for all other HQS deficiencies not outlined as the family's responsibility, even if the deficiency was caused by the family's living habits. However, if the family's actions constitute a serious or repeated lease violation, the owner may pursue legal action.

Abatement: Abatement is when BHA's HAP (rent portion) is put on hold and occurs when needed repairs aren't made in a timely manner. This is done to ensure the unit that is being subsidized is maintained in accordance with HQS requirements. The family is only required to pay their portion of the rent if the unit is in abatement.

Lead-based paint

Lead-based paint is only a factor if:

- ✓ The unit was built before 1978 AND
- ✓ There will be a child under 6 years of age residing in the unit

HUD's Lead-Safe Housing Rule is designed to protect property owners, employees and their tenants from lead poisoning. If neither of these apply, HUD requirements for lead-based paint are not applicable. What BHA Inspectors look for in units with possible lead-based paint is deterioration are things like:

- ✓ Chipped paint
- ✓ Flaking paint
- ✓ Cracked paint
- ✓ Paint that chalks with friction

HUD identifies size thresholds for how repairs must be made. These are called the De Minimis level. It is important to note that De Minimis levels control how a repair must be made, not whether or not it's made. When deteriorated paint is identified, repairs are necessary.

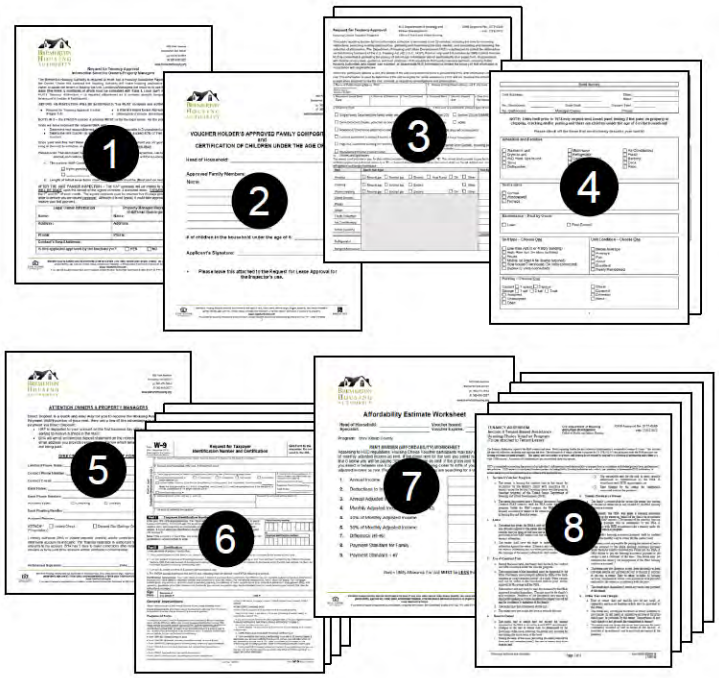
For interior surfaces, if more than 10% of the total surface area of any component is deteriorated, this exceeds the De Minimis level. For interior walls, any deterioration over 2 square feet (roughly 17 inches on each side) exceeds De Minimis levels. For exterior surfaces, the area is 20 square feet. Exterior surfaces include the outside of the home, fences, and any other equipment on the property.

Generally, the rule with Lead-Based Paint and HQS requirements is, is that while BHA inspectors do check for it, they are unable to advise landlords on how to correct/repair it.

For questions about lead-based paint and HQS requirements, please contact one of BHA's Housing Inspectors by calling our Front Desk at 360-479-3694

Request for Tenancy Approval (RFTA) Packet

An RFTA is the packet of paperwork from BHA that the landlord completes after they've approved an applicant for tenancy. This packet asks for information about the unit so BHA can determine if its rent-reasonable and schedule an inspection accordingly.



1. **Request for Tenancy Approval instructions** (pg. 1): further instructions; owner/manager contact information.
2. **Voucher holder's approved family composition** (pg. 2): voucher holder needs to sign; purpose is to document all household members.
3. **Request for Tenancy Approval** (pgs. 3-4): official HUD form to gather information about the unit. Both landlord and voucher holder need to sign pg. 4.
4. **Rent Survey** (pgs. 5-6): More detailed unit information needed to determine rent reasonableness.
5. **Direct Deposit Enrollment form** (pg. 7)
6. **W-9 Form** (pgs. 8-11)
7. **Affordability Estimate Worksheet** (pg. 12): Informational only – unique to each household. Pay special attention to Line 9.
8. **HUD Tenancy Addendum** (pages 13-17): hold on to this document – you will attach it to your signed/executed lease that we will need (see "Additional information for landlords" section of this page for further reference).

Process: After you have completed/submitted the applicant's RFTA packet to fdadmin@bremertonhousing.org. NOTE: YOU CAN SEND US BANK INFORMATION SEPARATELY and BHA does not expect you to share it with your applicant.

1) BHA will run a Rent Reasonable test (page 18) and Affordability check (pages 21 & 22), and then schedule an inspection if both pass. This process takes 5-10 business days.

2) BHA will conduct an HQS inspection to ensure it meets the requirements. If any deficiencies are found, the inspector will let the landlord know in order to get the unit to pass.

3) Once the unit has officially passed, the landlord and tenant are free to sign the lease. Subsidy can begin on that day. Initial payment will be delayed but retroactive to date lease was signed. Note: Once the inspection passes, BHA can only provide an estimate of a tenant's rent portion.

4) Once lease has been signed:
    - Send BHA the signed, executed lease with a copy of the HUD Tenancy Addendum attached to fdadmin@bremertonhousing.org
    - Look out for an email or letter from BHA. This will have instructions for completing all of the rest of the required paperwork that BHA needs to finalize the contract.

5) Once BHA has received everything completed, the file is sent to Finance for payment. Check runs are done on the 1st and 15th business day each month. Please remember, initial payment will be delayed but retroactive to date lease was signed.

A broad overview of the process from submitting the RFTA to getting paid:

Landlord approves tenant	Landlord & tenant complete RFTA; submits to BHA	BHA runs RR and Affordability test; if both check out, schedules inspection	BHA Housing Inspector inspects the unit	If unit passes, proceed to next step. If unit doesn't pass, repairs made and Housing Inspector assesses to hopefully pass unit.	Once unit has officially passed inspection, landlord & tenant free to sign lease.	BHA will prepare HAP contract paperwork to send to landlord; once received, will process for payment.

Rent Reasonableness: Rent Reasonable (RR) determination tests are a requirement set forth by HUD that requires that rents charged by owners are reasonable. This is why BHA must compare the rent for the subsidized unit to rents for similar unassisted units in the marketplace. RR tests are conducted in tandem with an Affordability test for the household.

Each new RFTA Packet (see the RFTA packet section of this handbook for more details on RFTAs) that comes in will need to have a Rent Reasonable and Household Affordability test run prior to inspection being scheduled. If the unit is neither Rent Reasonable and/or Affordable, a Housing Inspector will contact you to negotiate the asking rent by telling you the max amount we could pay. You can either accept or deny the amount.

Rent Payments & Calculations

How does BHA determine the amount of rent landlords can get?

The short answer:

Ask for what you think is fair. Here are the 2 factors BHA uses to determine the rent a landlord can get for the unit:

- Must be considered "affordable" for the household (tenant portion cannot exceed 40% of their monthly income)
- The unit must pass a Rent Reasonable (RR) test (where we compare the asking rent to similar non-assisted units in the area)

If the amount you request does not meet both of these requirements, we will counter your offer and give you the option to lower the amount. If you do not want to lower the rent, the unit will not be eligible for the program.

The long answer:

There are several moving parts to calculating this amount, and thus no standard template for the calculation. Payment Standards, Utility Allowances, Rent Reasonable and Affordability for the Household are all factors that we use to calculate rent. Basically, BHA must follow and adhere to several federal guidelines and formulas to calculate rent amounts. Here are the components below:

- **Payment Standards:** These amounts are based off of published FMRs (Fair Market Rents) that HUD sets and are based off bedroom size. They are the maximum amount BHA can pay each month for Gross Rent (rent AND utilities the tenant is responsible for). Visit www.bremertonhousing.org > Residents/Participants > Section 8 > Income Limits & Payment Standards for current payment standards.
- **Utility Allowance:** Utility Allowances are for determining a reasonable allowance for monthly utilities the tenant is responsible for and are based off of Utility Allowance charts calculated off of HUD's Utility Schedule Model. These amounts are based on building type, bedroom size and location, and broken down by utility type. Their purpose is to offset tenant-paid utility cost(s). Generally, the more utilities a tenant is responsible for, the lower the asking rent amount will be that BHA can pay. Visit www.bremertonhousing.org > Residents/Participants > Section 8 > Income Limits & Payment Standards for current payment standards.
- **Rent Reasonable (RR) Determination/Test:** This test is a requirement set forth by HUD that requires that rents charged by owners are reasonable. This is why BHA must compare the rent for the subsidized unit to rents for similar unassisted units in the marketplace.

- **Household Affordability/Rent Portion**: On top of Rent Reasonableness (RR), the household also has a maximum that they are allowed to pay for rent and utilities. This is commonly referred to as the household's allowed amount (what BHA refers to as their "Line 9") and can be found on their Affordability Estimate Worksheet paperwork (which they should have before they apply).

How does BHA figure out the amount of rent the household pays?

BHA uses multiple factors to calculate the household's share of the rent:

1) Household Affordability calculation: Based off of the household's Affordability Estimate Worksheet, (sample on next page), we use the "Line 9" amount to determine if the unit will be affordable, and thus eligible, for the household.
2) Household voucher size: This ties into the Affordability calculation – the family must be applying to their voucher bedroom size or bigger for the Affordability test.
3) Utilities the tenant will have in their name (and only those): BHA has to calculate any utilities that the household will be responsible for. This is done to ensure their total housing cost(s) do not exceed 30-40% of their income.
    - Generally, the more utilities the household is responsible for, the less the amount of rent will be.
    - Unfortunately, if there is a flat monthly fee or charge for any utilities (for example: $75/month for W/S/G), BHA will have to calculate them as if the tenant will be fully responsible.

Actual utility amounts used in the calculations are available to view on our website, www.bremertonhousing.org > Residents/Participants > Section 8 > Utility Allowances

---

For examples on calculating Affordability, on the following page is a sample Affordability Estimate Worksheet, with 2 scenarios thereafter – one affordable, and one unaffordable

BREMERTON HOUSING AUTHORITY

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Affordability Estimate Worksheet

Head of Household: Rebecca **Voucher Issued:** _____
Specialist: _____ **Voucher Expires:** _____

Program:

2
How Section 8 Calculates Your Income & Rent Portion

RENT BURDEN (AFFORDABILITY) WORKSHEET

According to HUD regulations, Housing Choice Voucher participants may pay up to 40% of monthly adjusted income as rent. If the gross rent for the unit you select is less than line 8 below you will be paying 30% of your income as rent. If the gross rent for the unit you select is between line 8 and line 9 you will be paying closer to 40% of your monthly adjusted income as rent. Please keep this in mind as you are searching for a unit.

1.	Annual Income	$10,800
2.	Deductions to Income	$400
3.	Annual Adjusted Income	$10,400
4.	Monthly Adjusted Income (#3 Divided by 12)	$867
5.	40% of Monthly Adjusted Income	$349
6.	30% of Monthly Adjusted Income	$260
7.	Difference (#5-#6)	$89
8.	Payment Standard for Family	$1715
9.	Payment Standard + #7	**$1804**

Allowance for Unit **MUST** be <u>**LESS**</u> than Line 9

1
Your "Line 9 Shopping" Amount

s of race, color, creed, national origin, religion, disability, sex, sexual orientation,
ower retaliation, or familial status in admission or access to its programs.
Opportunity Employer
ct the BHA Section 504 Coordinator at (360) 616-7122, TTY: (360) 377-8606

Let's look at a scenario where the unit <u>would</u> pass the Affordability test

- Rebecca has a 1 bedroom voucher
- Applied for a 1 bedroom apartment where she'd be responsible for only electricity; landlord covers W/S/G in the rent.
- The monthly asking rent is $1595.
- The monthly utility allowance for electricity in an apartment is $43. Since the only utilities that Rebecca has in her name is electricity, this is the only one that factors in to this calculation.
- Her "Line 9" amount in the sample worksheet = $1804.
- Monthly rent $1595 + Utility Allowance $43 = $1638 (referred to as gross rent); this amount is less than her Line 9 amount of $1804
- Rebecca's estimated rent portion = $260, because the gross rent of $1638 is less than #8 (see example Affordability Estimate Worksheet on previous page)

This unit would **pass** the Affordability test because the
rent + utility allowance of $1638 is under Rebecca's Line 9 amount of $1804

In the next scenario, let's look at a unit that <u>wouldn't</u> pass the Affordability test

- Rebecca has a 1 bedroom voucher
- Applied for a 2 bedroom apartment where she'd be responsible for only electricity; landlord covers W/S/G in the rent.
- The monthly asking rent is $1795
- The monthly utility allowance for electricity in an apartment is $43
- Her "Line 9" amount in sample above = $1804
- Monthly rent $1795 + Utility Allowance $55 = $1850; this is greater than her Line 9 of $1804
- Rebecca's estimated rent portion in this scenario would exceed 40% of her monthly adjusted income #5 ($349). In this scenario, her portion would be greater than $349, thus not affordable for her household.

This unit **would not pass** the Affordability test for Rebecca because
her rent portion would exceed 40% of her monthly adjusted income (#5 above).

Rent increases: Landlords are allowed to request an increase after the initial lease term has been completed. This amount is subject to approval by BHA. The rent increase, if approved, will be in effect 60 consecutive days after the request is received by BHA (for example: BHA receives it on April 17, 2023, it would not be effective until July 1, 2023). The rent increase must be given with proper notice as outlined in Washington State Landlord-Tenant law. Please visit our Landlord Forms page on our website at www.bremertonhousing.org > Property Owners > Landlord Forms and/or refer to the end of this handbook for a copy.

Rent Reasonableness: Rent Reasonable (RR) determination tests are a requirement set forth by HUD that requires that rents charged by owners are reasonable. This is why BHA must compare the rent for the subsidized unit to rents for similar unassisted units in the marketplace. RR tests are conducted in tandem with an Affordability test for the household.

Utilities: Please remember that, while BHA does factor in utilities tenants are responsible for into the rent amount, we do not directly help pay for utilities on behalf of the family to the landlord. Tenants who are in need of assistance paying their utilities should contact Kitsap Community Resources' Energy Line at (360) 479-1507.

Utilities are calculated based off of Utility Allowance Charts located at www.bremertonhousing.org > Residents/Participants > Section 8 > Utility Allowances.

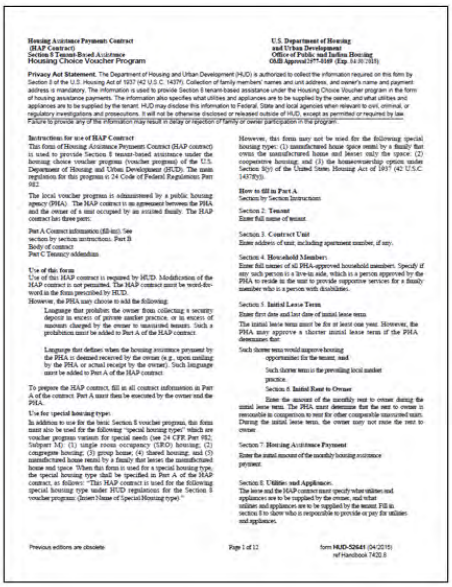
The way to calculate utilities is to look up your building type (upper righthand corner) and find the bedroom size of the unit. You will only count the amounts for utilities that the tenant will be responsible for and not the utilities that are covered in the rent.

Section 8 HCV holders are instructed how to correctly calculate their utilities at their Orientation/briefing and have step-by-step instructions in their Family Handbook.

HAP Contracts

HAP Contract: Part A – Contract Information (pgs. 1-3)

Part A's purpose: to capture all information relevant to unit, owner and household



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

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.

Instruction 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 regulations 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-in); 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 type:

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 rented 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 rented by a family that owns the manufactured home and lease 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 Member:
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.

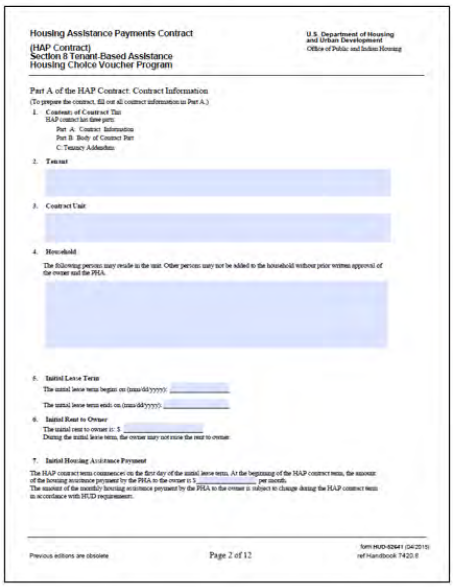
Section 6. Initial Rent to Owner

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.

Previous editions are obsolete | Page 1 of 12 | form HUD-52641 (04/2015) ref Handbook 7420.8



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

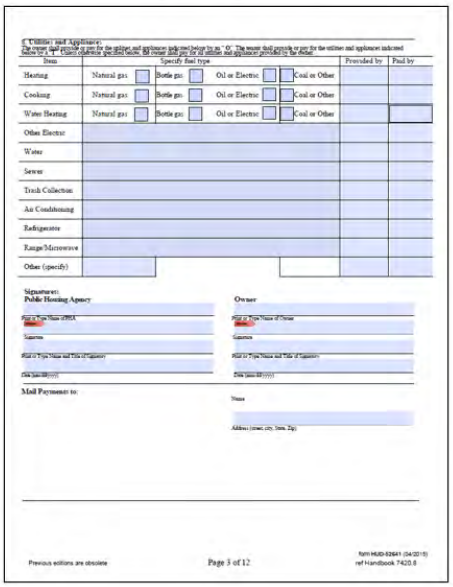
4. Household
The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term
The initial lease term begin 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.

Previous editions are obsolete | Page 2 of 12 | form HUD-52641 (04/2015) ref Handbook 7420.8



C. 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)						

Signature:
Public Housing Agency | Owner

Print or Type Name of PHA | Print or Type Name of Owner

Signature | Signature

Print or Type Name and Title of Signatory | Print or Type Name and Title of Signatory

Date (mm/dd/yyyy) | Date (mm/dd/yyyy)

Mail Payment to:

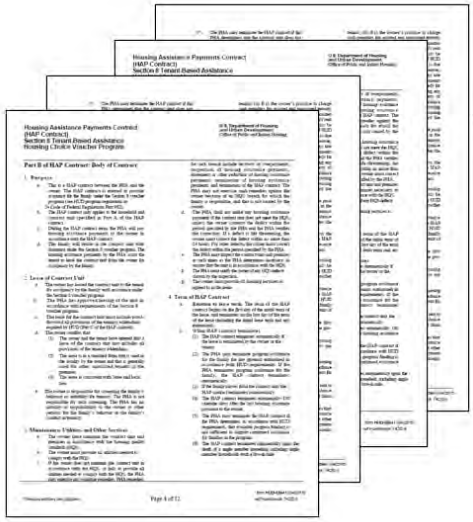
Name

Address (street, city, State, Zip)

Previous editions are obsolete | Page 3 of 12 | form HUD-52641 (04/2015) ref Handbook 7420.8

HAP Contract: Part B – Body of Contract (pages 4-8)

Part B's purpose: lists the responsibilities of the landlord



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

2. Lease of Contract Unit

3. Maintenance, Utilities, and Other Services

4. Term of HAP Contract

Page 4 of 12

What exactly is a HAP Contract and how is it relevant to landlords?

HAP stands for Housing Assistance Payment, and a HAP Contract is a legally binding contract under the Section 8 program. It's the foundation of the relationship between BHA and the landlord. It outlines landlord responsibilities like:

- Landlord will maintain unit/premises in accordance w/ HQS requirements
- Landlord ensures the unit is leased only to members listed on lease
- Landlord ensures that rent charged not more than for other unassisted units in premises
- Landlord will not accept any other form of payment for unit
- Landlord ensures the family does not have ownership/interest of unit
- Landlord cannot be related to the family without prior approval and may not reside in the unit
- Landlord will not commit fraud, bribery, or criminal/corrupt action
- Landlord will enforce tenant responsibilities of lease agreement – especially criminal and/or violent activity
- Landlord decides what utilities the tenant is responsible for and what utilities are included in the rent

HAP Contract: Part C – HUD Tenancy Addendum (pages 9-12)

Part C's purpose: this is an addendum to the lease and supersedes the lease if there is any conflict between the two.

Some terms include:

- Use of unit
- Family payment (rent portion) to owner
- BHA HAP portion to owner
- Termination of tenancy by owner
- Family move out
- Abuse victim protections

What exactly HAP Contracts are and why they're important: the HAP Contract is the legal contract between you as the owner and BHA. It is divided into 3 parts:

Part A: Contract Information (pgs. 1-3). Purpose is to identify all information relevant to unit, owner and household

Part B: Body of Contract (pgs. 4-8). Purpose is to list all responsibilities of landlord. Some of these include:

- Agreement to maintain unit to HQS standards
- Ensures the unit is leased only to members listed on lease
- Ensures the rent charged not more than other unassisted units in premises
- Landlord will not accept any other form of payment for unit
- Landlord ensures the subsidized household does not have any ownership/interest in unit
- Landlord not related to family without prior approval; may not reside in unit
- Landlord will not commit fraud, bribery or criminal or corrupt action
- Landlord enforces tenant responsibilities of lease agreement – especially criminal or violent activity
- Landlord decides what utilities the tenant is responsible for and what utilities are included in rent

Part C: HUD Tenancy Addendum (pgs. 9-12). The purpose is to be an addendum to the lease and supersedes the lease if there is any conflict between the two. Some terms include:

- Use of unit
- Family payment (rent portion) to owner
- BHA HAP portion to owner
- Family move-out
- Abuse victim protections (VAWA)

HAP Contract completion/execution (getting your initial payment): for the first rent payment to be processed, we will need 4 items:

1) Signed/completed lease. Must include:
    - Names: landlord and tenant
    - Unit address (complete, incl. unit # if relevant)
    - Lease term beginning and end dates
    - Provisions of lease renewal
    - Monthly rent to landlord
    - Specification of all utilities and which ones are paid by the landlord and the ones that the tenant is responsible for
    - Specification of which appliances landlord provides and which ones tenant must provide
2) HAP Contract signature: BHA will send to you to collect.
3) Landlord Certification Form: BHA will send to you to collect.
4) A completed W-9, if you have not already provided one. If you need a blank one to fill out, please visit www.bremertonhousing.org > Property Owners > Landlord Forms.

Please note: HAP Contracts not executed within 60 days of beginning lease term could result in missing payments/lost rent

---

Termination of HAP

BHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, BHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

Termination of HAP Contracts by party:

- By landlords: Termination of the HAP Contract is concurrent with the lease between the household and tenant.
- By participant household: The household may terminate tenancy after the initial term of the HAP contract
- Owner Breach of Contract: If the owner/landlord violates any obligations of the HAP contract
- By BHA: BHA will provide the landlord and participant family with advance written notice if the family is being terminated from the program

The Relationship Between You and Your Tenant (and BHA's Role)

Rental agreement/lease: Lease enforcement is strictly between the landlord and the tenant. You will always use your lease, combined with Washington State Landlord-Tenant law, to guide your relationship between you and your tenant. BHA also cannot provide legal guidance in any way and it is up to the landlord to understand and properly enforce WA State Landlord-Tenant laws.

Communication: BHA asks that landlords communicate directly with their tenants about anything involving the terms of their lease and any matters involving WA State Landlord-Tenant law.

Program violations: If you issue any notices in writing to your tenant, please let BHA know as well. This is so we can follow up on our end to ensure the household is following their Family Obligations.

Mediation services: BHA does not provide mediation or intermediary services involving disputes or lease violations. If we receive communication from either the landlord or the household involving a complaint, we are not authorized to do anything except direct you to contact an attorney and inform you that you can copy us on any notices you've issued to your tenant.

Unauthorized occupants: Please notify BHA if you suspect there are unauthorized occupants in the unit, as it is outlined in the tenant's Family Obligations that the accurate composition of the household be recorded with BHA. Additionally, you may issue a notice of lease violation to the household and copy BHA.

Housekeeping issues: Housekeeping issues are unfortunately not something BHA can monitor for landlords. It is highly recommended that you, as the landlord, periodically inspect the unit to ensure your tenant is following the terms of their lease, so long as everything is done within WA State Landlord-Tenant laws.

Owner Responsibilities & Other Policies

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Complying with all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to BHA information required under the HAP contract Bremerton Housing Authority Administrative Plan | CHAPTER 13
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the family
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the family as specified in the lease Allowing reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Comply with the Violence Against Women Reauthorization Act of 2013 (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family (see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); and 24 CFR 982.452(b)(1)).

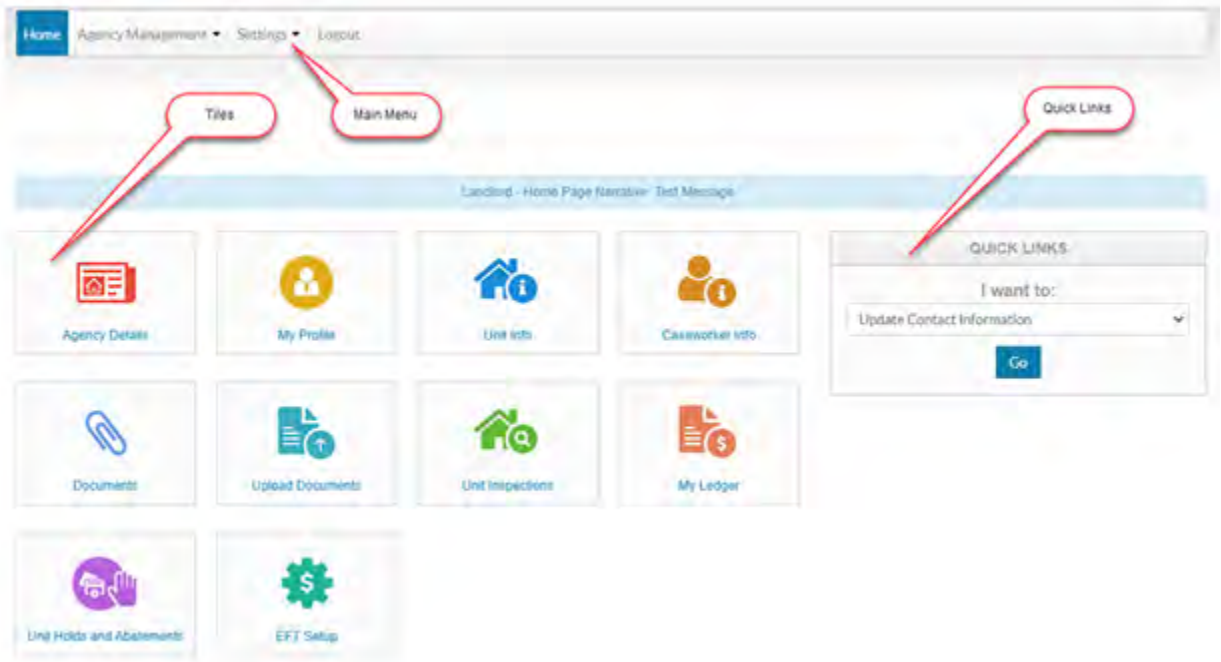
Leasing to relatives:
BHA must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. BHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Non-discrimination:
The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with BHA.

The owner must cooperate with BHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with BHA.

RentCafé Landlord Portal: Launch planned for 2023-2024

What it is: the RentCafé Landlord Portal is designed with convenience in mind. You will have valuable information having to do with BHA right at your fingertips and can access it at any time.



Features

- My Ledger: Allows you to view detailed statement of your units' rent payments for up to the previous 24 months.
- Unit Inspections: View the status of your units' inspections, including details. You will be able to view what repairs are needed for when a unit did not pass inspection.
- My Profile: View and update your profile information such as email, phone number and payment method.
- EFT setup: Set up direct deposit or add/update/delete bank account on file.
- Unit information: View information on file about your unit(s) such as HAP amounts or tenant rent portion.
- Documents: This is where BHA will upload important documents for your records, such as your HAP Contract.
- Upload Documents: When a BHA staff member needs you to fill out and complete a form, you will access it from the Documents section and submit it through this function.
- Caseworker Info: View the caseworker assigned to your particular tenant as well as their contact information.

Voucher

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

OMB No. 2577-0169
(exp. 04/30/2026)

Office of Public and Indian Housing

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.05 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required for participation in the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Please read **entire** document before completing form Fill in all blanks below. Type or print clearly.	Voucher Number
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)** must be at least 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)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determine the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

A. When issuing this voucher the PHA expects that if the family finds an approval unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provision of the HUD tenancy addendum shall control.

D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
   1. The owner and the family must execute the lease.
   2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
   3. The PHA will execute the HAP contract and return an executed copy to the owner.

F. If the PHA determined that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
   1. The proposed unit or lease is disapproved for specified reasons, and
   2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

B. The family must:
   1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
8. Promptly notify the PHA in writing of the birth, adopting, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.
10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

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

D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Sublease or let the unit or assign the lease or transfer the unit.
6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

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

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

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.
Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

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

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:
Part A Contract information (fill-ins).
See section by section instructions.
Part B Body of contract
Part C Tenancy addendum

Use of this form
Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.
However, the PHA may choose to add the following:

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

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

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."
However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A
Section by Section Instructions

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

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

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

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Section 6. **Initial Rent to Owner**

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

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

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

Part A of the HAP Contract: Contract Information

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

1. **Contents of Contract**
   This HAP contract has three parts:
   Part A: Contract Information
   Part B: Body of Contract
   Part C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

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

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**
   The initial rent to owner is: $ _____
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $ _____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

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

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

Part B of HAP Contract: Body of Contract

1. Purpose

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

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

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

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

2. Lease of Contract Unit

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

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

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

d. The owner certifies that:

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

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

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

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

3. Maintenance, Utilities, and Other Services

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

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

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

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

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

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

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

4. Term of HAP Contract

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

b. When HAP contract terminates.

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

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

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

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

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

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

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

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

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

5. Provision and Payment for Utilities and Appliances

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

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

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

6. Rent to Owner: Reasonable Rent

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

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

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

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

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

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

7. PHA Payment to Owner

a. When paid

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

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

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

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

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

c. Amount of PHA payment to owner

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

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

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

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

e. **Limit of PHA responsibility**

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

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

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

8. Owner Certification

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

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

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

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

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

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

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

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

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

a. The owner must not discriminate against any person because of race, color, religion, sex(including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

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

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

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

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

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

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

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

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

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

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

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

waiver of the right to exercise that or any other right or remedy at any time.

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

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

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

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

12. Exclusion of Third Party Rights

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

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

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

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

13. Conflict of Interest

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

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

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

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

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

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

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

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

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

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

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

14. Assignment of the HAP Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

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

17. Entire Agreement: Interpretation

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

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.

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 esident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

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

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

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

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

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

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

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

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

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

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. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. Termination of Tenancy by Owner

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

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

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

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

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

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

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

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

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

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

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

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

(a) Will occupy the unit as a primary residence; and

(b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer**: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation**: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 04/30/2026)

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for re viewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. As surances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of informat ion, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid contr ol number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Inform ation (PII) data collected on this form are not stored or retrieved within a system of record.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial ☐ Special ☐ Reinspection ☐	Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information

Inspected Unit **Year Constructed (yyyy)**

Full Address (including Street, City, County, State, Zip)

Number of Children in Family Under 6

Owner

Name of Owner or Agent Authorized to Lease Unit Inspected

Phone Number

Address of Owner or Agent

Housing Type (check as appropriate)

- ☐ Single Family Detached
- ☐ Duplex or Two Family
- ☐ Row House or Town House
- ☐ Low Rise: 3, 4 Stories, Including Garden Apartment
- ☐ High Rise; 5 or More Stories
- ☐ Manufactured Home
- ☐ Congregate
- ☐ Cooperative
- ☐ Independent Group Residence
- ☐ Single Room Occupancy
- ☐ Shared Housing
- ☐ Other

B. Summary Decision On Unit (To be completed after form has been filled out

	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
☐ Pass ☐ Fail ☐ Inconclusive			

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
	2. Kitchen					
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
	3. Bathroom					
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors					
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10 Smoke Detectors					
4.1 Room Code* and Room Location ☐	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint				☐ Not Applicable	
Are all painted surfaces free of deteriorated paint?					
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?					
4.10	Smoke Detectors					
	5. All Secondary Rooms (Rooms not used for living)					
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint?				Not Applicable	
	If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?					
6.7	Manufactured Home: Tie Downs					
	7. Heating and Plumbing					
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
	8. General Health and Safety					
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Commom Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent.
Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Accessibility for Individuals with Disabilities

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? $ _____
4. Do you pay for anything else? (specify)_____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ___
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit

Type of Inspection Initial Special Reinspection

Item Number	Reason for "Fail" or "Pass with Comments" Rating

Continued on additional page Yes ☐ No ☐

Inspection Form

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for rev iewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The i nformation is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. Assurances of confidentiality are not pro vided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce th is burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and s ponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Informat ion (PII) data collected on this form are not stored or retrieved within a system of record.

PHA	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection ☐ Initial ☐ Special ☐ Reinspection	Project Number

A. General Information

Street Address of Inspected Unit

City	County	State	Zip

Name of Family	Current Telephone of Family

Current Street Address of Family

City	County	State	Zip

Number of Children in Family Under 6	

Name of Owner or Agent Authorized to Lease Unit Inspected	Telephone of Owner or Agent

Address of Owner or Agent

Housing Type (check as appropriate)

- ☐ Single Family Detached
- ☐ Duplex or Two Family Row
- ☐ House or Town House
- ☐ Low Rise: 3,4 Stories, Including Garden Apartment
- ☐ High Rise; 5 or More Stories
- ☐ Manufactured Home
- ☐ Congregate
- ☐ Cooperative
- ☐ Independent Group Residence
- ☐ Single Room Occupancy
- ☐ Shared Housing
- ☐ Other:(Specify)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Inspector Signature _____ Date _____

B. Summary Decision on the Unit
(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the **unit** fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

☐ **Unit Size:** Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

☐ **Year Constructed:** Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

☐ **Number of Sleeping Rooms**: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room
	2. Kitchen
	3. Bathroom
	4. All Other Rooms Used for Living
	5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security "in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check ''Inconclusive.'' Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently ''blown'' fuses (ask the tenant).

Check "Inconclusive'' if you are uncertain about severity of the problem and seek expert advice.

1. 4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but haves some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some non hazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for ex-ample, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
1.1 Living Room Present Is there a living room?	☐	☐			
1.2 Electricity Are there at least two working outlets or one working outlet and one working light fixture?	☐	☐	☐		
1.3 Electrical Hazards Is the room free from electrical hazards?	☐	☐	☐		
1.4 Security Are all windows and doors that are accessible from the outside lockable?	☐	☐			
1.5 Window Condition Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	☐	☐			
1.6 Ceiling Condition Is the ceiling sound and free from hazardous defects?	☐	☐			
1.7 Wall Condition Are the walls sound and free from hazardous defects?	☐	☐			
1.8 Floor Condition Is the floor sound and free from hazardous defects?	☐	☐			
1.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint?	☐	☐			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room'' with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check “Pass.”

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either Is missing and you know that the owner is responsible for supplying these appliances, check “Fail.'' Put check in ''Inconclusive'' column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under “ working condition,” also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check “ Inconclusive.” Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either “Fail” or “Inconclusive” as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark ''Inconclusive.'' Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark ''Fail.'' A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a “gas trap”). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this “Inconclusive.” Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check “Inconclusive” and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
2.1	**Kitchen Area Present** Is there a kitchen?	☐	☐			
2.2	**Electricity** Are there at least one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
2.3	**Electrical Hazards** Is the kitchen free from electrical hazards?	☐	☐	☐		
2.4	**Security** Are all windows and doors that are accessible from the outside lockable?	☐	☐			
2.5	**Window Condition** Are all windows free of signs of deterioration or missing or broken out panes?	☐	☐			
2.6	**Ceiling Condition** Is the ceiling sound and free from hazardous defects?	☐	☐			
2.7	**Wall Condition** Are the walls sound and free from hazardous defects?	☐	☐			
2.8	**Floor Condition** Is the floor sound and free from hazardous defects?	☐	☐			
2.9	**Lead-Based Paint** Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	☐	☐		☐ Not Applicable	
2.10	**Stove or Range with Oven** Is there a working oven, and a stove (or range) with top burners that work?	☐	☐	☐		
	If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	☐	☐	☐		
2.11	**Refrigerator** Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	☐	☐	☐		
2.12	**Sink** Is there a kitchen sink that works with hot and cold running water?	☐	☐	☐		
2.13	**Space for Storage, Preparation, and Serving of Food** Is there space to store, prepare, and serve food?	☐	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet. washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room'' with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check " Inconclusive.'' Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non -mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
3.1	**Bathroom Present** (See description) Is there a bathroom?	☐	☐			
3.2	**Electricity** Is there at least one permanently installed light fixture?	☐	☐	☐		
3.3	**Electrical Hazards** Is the bathroom free from electrical hazards?	☐	☐	☐		
3.4	**Security** Are all windows and doors that are accessible from the outside lockable?	☐	☐			
3.5	**Window Condition** Are all windows free of signs of deterioration or missing or broken out panes?	☐	☐			
3.6	**Ceiling Condition** Is the ceiling sound and free from hazardous defects?	☐	☐			
3.7	**Wall Condition** Are the walls sound and free from hazardous defects?	☐	☐			
3.8	**Floor Condition** Is the floor sound and free from hazardous defects?	☐	☐			
3.9	**Lead-Based Paint** Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
3.10	**Flush Toilet in Enclosed Room in Unit** Is there a working toilet in the unit for the exclusive private use of the tenant?	☐	☐	☐		
3.11	**Fixed Wash Basin or Lavatory in Unit** Is there a working, permanently installed wash basin with hot and cold running water in the unit?	☐	☐	☐		
3.12	**Tub or Shower** Is there a working tub or shower with hot and cold running water in the unit?	☐	☐	☐		
3.13	**Ventilation** Are there operable windows or a working vent system?	☐	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an " Other Room" checklist for as many " other rooms used for living" as are present in the unit and not already noted in Parts I, 2, and 3 of the checklist. See the discussion below for definition of ''used for living.'' Also complete an ''Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/ or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an ''Other Room'' checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

1 = Bedroom or any other room used for sleeping (regardless of type of room)

2 = Dining Room or Dining Area

3 = Second Living Room, Family Room, Den, Playroom, TV Room

4 = Entrance Halls, Corridors, Halls, Staircases

5 = Additional Bathroom (also check presence of sink trap and clogged toilet)

6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a ''room used for sleeping'' (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2 Electricity/Illumination					
If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3 Electrical Hazards					
Is the room free from electrical hazards?	☐	☐	☐		
4.4 Security					
Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5 Window Condition					
If Room Code is a 1, is there at least one window?	☐	☐			
And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6 Ceiling Condition					
Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7 Wall Condition					
Are the walls sound and free from hazardous defects?	☐	☐			
4.8 Floor Condition					
Is the floor sound and free from hazardous defects?	☐	☐			
4.9 Lead-Based Paint					
Are all painted surfaces free of deteriorated paint?	☐	☐			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10 Smoke Detectors					
Is there a working smoke detector on each level?	☐	☐			
Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)," Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5. 2 Security, 5. 3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for ''Living Room''

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under ''Inconclusive." Discuss the hazard with the HA inspection supervisor to determine ''Pass'' or ''Fail.'' Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

''Unsound or hazardous'' means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under tee eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead -based paint present after removal of lead), check NA and do not inspect painted surfaces . Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living)

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
5.1	**None** ☐ **Go to Part 6**					
5.2	**Security** Are all windows and doors that are accessible from the outside lockable?	☐	☐			
5.3	**Electrical Hazards** Are all these rooms free from electrical hazards?	☐	☐	☐		
5.4	**Other Potentially Hazardous Features** Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	☐	☐	☐		
6.0	**Building Exterior**					
6.1	**Condition of Foundation** Is the foundation sound and free from hazards?	☐	☐			
6.2	**Condition of Stairs, Rails, and Porches** Are all the exterior stairs, rails, and porches sound and free from hazards?	☐	☐			
6.3	**Condition of Roof and Gutters** Are the roof, gutters, and downspouts sound and free from hazards?	☐	☐			
6.4	**Condition of Exterior Surfaces** Are exterior surfaces sound and free from hazards?	☐	☐			
6.5	**Condition of Chimney** Is the chimney sound and free from hazards?	☐	☐			
6.6	**Lead-Based Paint: Exterior Surfaces** Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	☐	☐		☐ Not Applicable	
6.7	**Manufactured Homes: Tie Downs** If the unit is a manufactured home, is it properly placed and tied down?	☐	☐			
	If not a manufactured home, check "Not Applicable."	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

> "Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)
>
> ''indirectly'' means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

''Other unsafe conditions'' include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check ''Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check ''Pass." This apppies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment'' includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard'' means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive." Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check ''Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7,7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at ssveral taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
7.1	**Adequacy of Heating Equipment** Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	☐	☐	☐		
7.2	**Safety of Heating Equipment** Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	☐	☐	☐		
7.3	**Ventilation and Adequacy of Cooling** Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	☐	☐	☐		
7.4	**Water Heater** Is the water heater located, equipped, and installed in a safe manner?	☐	☐	☐		
7.5	**Water Supply** Is the unit served by an approvable public or private sanitary water supply?	☐	☐	☐		
7.6	**Plumbing** Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	☐	☐	☐		
7.7	**Sewer Connection** Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	☐	☐	☐		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit Is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents, This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check " Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

''Loose, broken, or missing steps'' should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead- based paint hazards at the property including deteriorated paint or other hazards identi-fied by a visual assessor, a certified lead-based paint risk asses-sor, or certified lead -based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
8.1	**Access to Unit** Can the unit be entered without having to go through another unit?	☐	☐			
8.2	**Exits** Is there an acceptable fire exit from this building that is not blocked?	☐	☐			
8.3	**Evidence of Infestation** Is the unit free from rats or severe infestation by mice or vermin?	☐	☐			
8.4	**Garbage and Debris** Is the unit free from heavy accumulation of garbage or debris inside and outside?	☐	☐			
8.5	**Refuse Disposal** Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	☐	☐	☐		
8.6	**Interior Stairs and Common Halls** Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	☐	☐	☐		
8.7	**Other Interior Hazards** Is the interior of the unit free from any other hazard not specifically identified previously?	☐	☐			
8.8	**Elevators** Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	☐	☐	☐	☐ Not Applicable	
8.9	**Interior Air Quality** Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	☐	☐			
8.10	**Site and Neighborhood Conditions** Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	☐	☐			
8.11	**Lead-Based Paint: Owner Certification** If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Owners Request for Rent Increase

If you wish to have the rent adjusted, complete, sign and return this form along with the attached rent survey form. (A request for a rent adjustment will not be honored during a lease term).

Owner/Landlord Name: _____

Contact Number: _____

Tenant Name: _____

Unit Address: _____

_____

_____

Current Rent: $ _____

Proposed Rent: $ _____

Effective Date: _____

I hereby request a rent increase of $_____ per month, I understand that this increase is subject to approval by the Housing Authority and that no approval can be granted as long as the unit does not meet Housing Quality Standards.

I certify that the proposed rent amount will not be effective until the current lease term has ended and that I have given my tenant(s) proper notice of this proposed increase in rent in accordance with Washington State Landlord Tenant Law.

Landlord: _____ **Date:** _____

Please note: The 'Housing Assistance Payment Contract'. Part C states: Section 15, Subpart d "The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty (60) days before any such changes go into effect…"

Please complete attachment B (Rent Survey)

EQUAL HOUSING OPPORTUNITY

Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.
If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. TTY: (360) 377-8606

BARRIER FREE

Rent Survey

Unit Address: _____ Date: _____
_____ Rent: _____

No. Bedrooms: _____ Date Built: _____ Square Feet: _____

No. Bathrooms: Manager/Owner: Phone:

NOTE: Units built prior to 1978 may require lead based paint testing if the paint on property is chipping, cracking and/or peeling and there are children under the age of 6 in the household.

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

Amenities and Facilities

- ☐ Washer in unit
- ☐ Dryer in unit
- ☐ W/D Hook Ups in unit
- ☐ Stove
- ☐ Dishwasher
- ☐ Microwave
- ☐ Refrigerator
- ☐ Garbage Disposal
- ☐ Ceiling Fan
- ☐ Gated Community
- ☐ Pool
- ☐ Air Conditioning
- ☐ Porch
- ☐ Balcony
- ☐ Deck
- ☐ Patio

Heat source

- ☐ Central
- ☐ Window/wall
- ☐ x Furnace
- ☐ Baseboard
- ☐ Electric Heat Pump
- ☐ Other _____

Maintenance – Paid by Owner

- ☐ Lawn
- ☐ Pest Control

Unit type – Choose <u>One</u>

- ☐ Low-Rise Apt (3 or 4 story building)
- ☐ High-Rise Apt (5+ story building)
- ☐ House
- ☐ Mobile (at least 4 tie downs required)
- ☐ Row house/Townhouse (3+ units connected)
- ☐ Duplex (2 units connected)

Unit Condition – Choose <u>One</u>

- ☐ Below Average
- ☐ Average
- ☐ Fair
- ☐ Good
- ☐ Excellent
- ☐ Newly Remodeled

Parking – Choose <u>One</u>

Carport ☐ 1 space ☐ 2 space
Garage ☐ 1 car ☐ 2 car ☐ 3 car
☐ Assigned
☐ Unassigned
☐ Open
☐ Street
☐ Covered
☐ Driveway
☐ None

Utilities	Type (Choose One)	Paid By (Check One)
Primary Heat	☐ Natural Gas ☐ Bottle Gas/Propane ☐ Electric ☐ Electric Heat Pump ☐ Oil ☐ Wood	☐ Owner ☐ Tenant
Cooking	☐ Natural Gas ☐ Bottle Gas/Propane ☐ Electric	☐ Owner ☐ Tenant
Water Heating	☐ Natural Gas ☐ Bottle Gas/Propane ☐ Electric ☐ Oil	☐ Owner ☐ Tenant
Trash	N/A	☐ Owner ☐ Tenant

Water Company (billing)

☐ Belfair
☐ City of Shelton
☐ Mason PUD #1
☐ City of Bremerton
☐ City of Poulsbo

☐ Kitsap PUD
☐ West Sound
☐ Aquarius
Well ☐ No fee ☐ monthly fee

Paid by: ☐ Owner ☐ Tenant

City Limits: ☐ In ☐ Out

Sewer Company (billing)

☐ City of Shelton
☐ City of Bremerton
☐ City of Poulsbo

☐ Kitsap PUD
☐ West Sound
Septic ☐ No fee ☐ monthly fee

Paid by: ☐ Owner ☐ Tenant

City Limits: ☐ In ☐ Out

I understand that the rent amount being requested will be calculated based on the information obtained from this survey. I certify that the information presented is true and complete to the best of my knowledge and best reflects the *current* amenities and information regarding the subject unit.

Signature _____ Date _____

Warning: Title 18, Section 1001, of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Landlord/Owner

Change of Circumstance

Landlord/Payee Name _____

Owner Name _____

E-mail Address: _____

Owner SSN /TIN _____ **Current Phone No** _____

Tenant's Name _____

PLEASE CHECK ONLY THE INFORMATION TO BE CHANGED

NAME	☐	**OWNERSHIP OF UNIT (Attach Deed of Trust)**	☐
PHONE	☐	**MANAGEMENT OF UNIT (Attach Mgmt Agreement)**	☐
ADDRESS	☐	**REQUEST DIRECT DEPOSIT (Attach Authorization Form and Voided Check)**	☐

PLEASE NOTE CHANGES BELOW:

_____

_____

_____

_____

****PLEASE ATTACH VERIFICATION OF CHANGES****

If owner sells property, you MUST attach a copy of the deed of trust showing the current owner.

_____ _____

Landlord/Owner Signature **Date**

EQUAL HOUSING OPPORTUNITY

Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military/veteran status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.
If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7111. TTY: 7-1-1.

BARRIER FREE

Change of Ownership Instructions

Dear Agent or Owner:

In order for this office to complete the Change of Ownership to the new agent/owner, we require the following from the actual owner(s):

- The enclosed W-9 completed, signed and dated by the actual owner(s) of the referenced property(ies)
- A valid driver's license or state identification OR contact Information

And one (1) of the following:

- A copy of the Settlement Statement
- A copy of the Trust Agreement
- A copy of the Closing Statement

Submit to:

Bremerton Housing Authority
Attn: Housing Department
600 Park Avenue
Bremerton, WA 98337
Phone: (360) 479-3694
Fax: (360) 616-2927

Note:
Your request must be received before the 15th of the current month in order for the changes to be reflected in the next month's check run. Changes received after the 15th of the current month will not be reflected for two months. Example: A request for a Change of Ownership received on May 22nd will not be reflected until the July HAP check.

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

ATTENTION OWNERS & PROPERTY MANAGERS

Direct Deposit is a quick and easy way for you to receive the Housing Assistance Payment (HAP) portion of your rent. Here are a few of the advantages to receiving payment via Direct Deposit:

- HAP is deposited to your account on the first business day of the month (no waiting to receive a check in the mail);
- BHA will email an itemized deposit statement on the morning of deposit to the email address you provide below, so you'll know which tenant(s) and month(s) are being paid.

DIRECT DEPOSIT ENROLLMENT FORM

Landlord/Payee Name: _____

Contact Phone Number: _____

Contact E-mail: _____

Bank Name: _____

Bank Phone Number: _____

Account Type: ☐ Checking ☐ Savings

Bank Routing Number_____

Account Number_____

ATTACH** ☐ Voided Check ☐ Deposit Slip
(**mandatory)

I hereby authorize BHA to initiate deposits (credits) and/or corrections (debits) to the above state bank account as indicated. The financial institution is authorized to credit and/or debit the amounts to my account. BHA has 5 days to make corrections after initial deposit. This authority remains in force until BHA receives written notification of termination.

Authorized Signature _____**Date**_____

EQUAL HOUSING OPPORTUNITY

Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military status, whistleblower retaliation, or familial status in admission or access to its programs.
Equal Opportunity Employer.
If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7122. TTY: (360) 377-8606

BARRIER FREE

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

2. The treaty article addressing the income.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

[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 second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

Housing Quality Standards (HQS) Pre-Inspection Checklist

Plumbing, Heating & Utilities

- ☐ All utilities must be turned on for inspection
- ☐ All plumbing systems must be leak free and work properly
- ☐ Both kitchen and bathroom(s) must have hot and cold running water
- ☐ Heating system must be in safe working condition and produce enough heat for all living areas in unit
- ☐ Hot water heaters must have a pressure/temperature relief valve. Discharge pipe must be no more than 6" inches off the floor or be routed outside.
- ☐ Hot water tank electrical connection needs to be covered with flex conduit

Electrical

- ☐ All electrical outlets working, and any 3-prong outlets are either grounded OR have working GFCI protection
- ☐ All outlets near a water source must be GFCIs or have working GFCI protection
- ☐ All outlets and switches must have covers with no cracking
- ☐ No unsecured or exposed wiring; all wiring must be secured to wall or ceiling

Structure

- ☐ Absolutely no tripping hazards anywhere: carpets/flooring, porches, stairs, and walkways must be free of trip hazards
- ☐ All ground floor exterior doors and windows must lock, except for screen doors, and must provide a reasonable seal against outside elements and heat loss
- ☐ Handrails or railings, both interior and exterior, must be present anywhere where there are 4 or more steps
- ☐ Handrails or railings must be present on a porch or landing more than 30" inches high
- ☐ The foundation and roof must be structurally sound and watertight

Smoke Detectors & Fire Prevention

- ☐ Units must have a working smoke detector and carbon monoxide detector on every level
- ☐ All living spaces must have 2 means of fire egress (e.g., doors, windows)
- ☐ For units with a basement and/or attic, smoke detector(s) must be present in either
- ☐ For apartment buildings with 5 or more units, smoke detectors must be present in each bedroom AND the main living area or hallway
- ☐ For standalone, single family, duplexes and mobile homes and/or buildings with 4 or less units: must have one working smoke detector on each living level

Bedroom(s)

- ☐ Must have at least 1 outlet and 1 overhead light, or 2 working outlets
- ☐ Window(s) and door(s) that are designed to open, must open and close securely

Bathroom(s)

- ☐ At least 1 shower or bathtub in unit in working condition
- ☐ At least 1 sink in working condition
- ☐ Must have either an outside window OR exhaust fan OR vent to outside
- ☐ Must have flushing toilet that works, is securely mounted, and has no leaks

Kitchen

- ☐ Stove & oven must be in working order and have all knobs and burners
- ☐ Refrigerator must work, be appropriate size for household, have a good door seal/gasket, and maintain proper temperature

For Units Built Before 1978:

If children under the age of 6 will reside in household, the HQS inspector will be checking for chipping, peeling and/or cracking paint surfaces in both the interior and exterior

<u>This checklist is for informational purposes only</u> and is meant to be a starting point for landlords and owners who are interested in learning more about the most common reasons that units may not pass inspection. This checklist is not intended to be a complete or all-encompassing listing of all HQS fail items. Should you have more specific questions, please contact the Front Desk at (360) 479-3694 and ask to speak to a Housing Inspector.

EQUAL HOUSING OPPORTUNITY

Bremerton Housing Authority does not discriminate on the basis of race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military/veteran status, familial status, or any other basis protected under federal, state, or loca law in admission or access to its program. Equal Opportunity Employer. If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7111. (TRS) 7-1-1.

BARRIER FREE