

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM



OWNER HANDBOOK

**A Guide to Your Rights and Responsibilities
as a Participating Owner**

**PHA Rental Office
555 Wabasha Street North, Suite #300
Saint Paul, MN 55102**

MAY 2021

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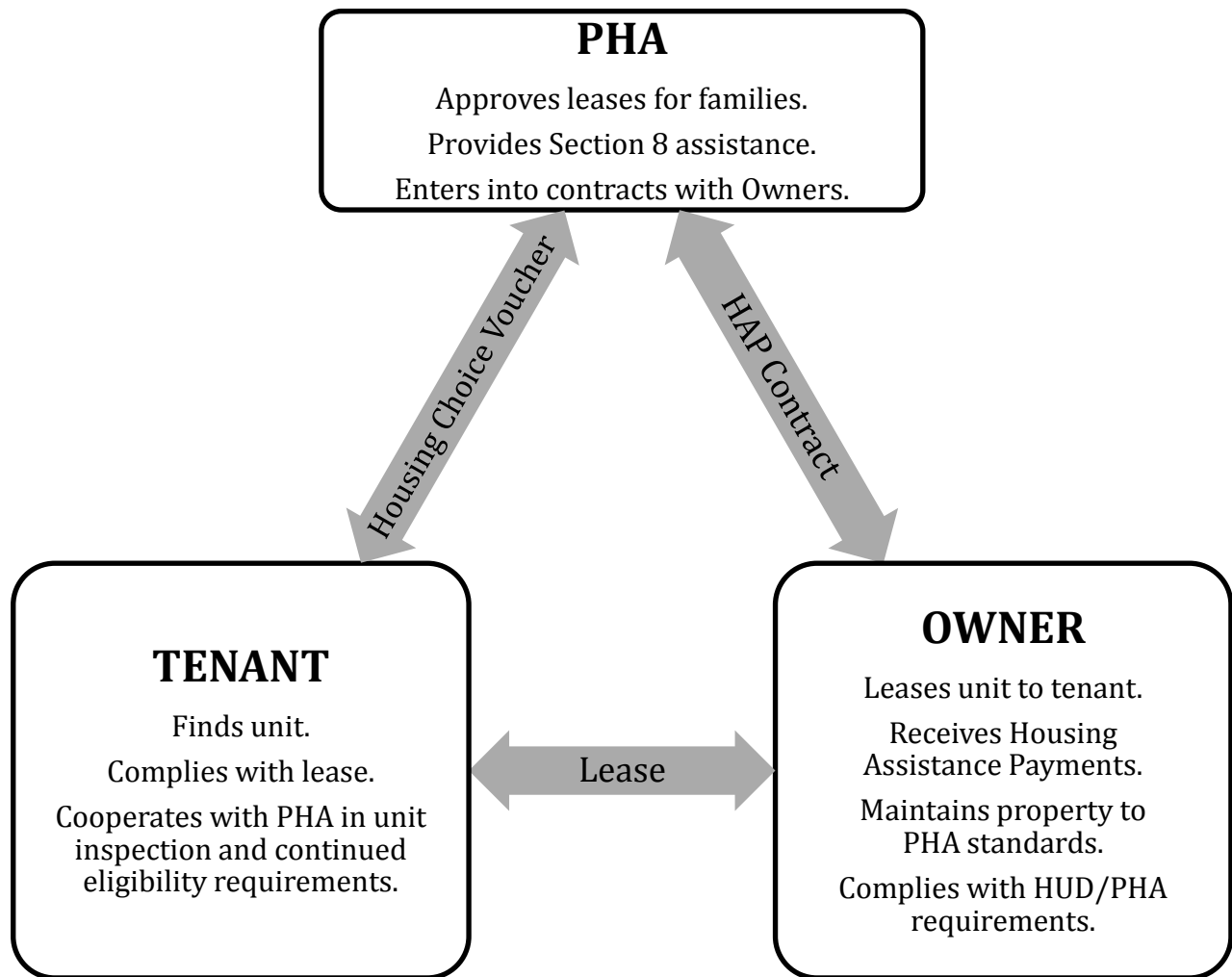
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INTRODUCTION

The Owner Handbook is designed to provide rental property owners, managers, and caretakers with information needed to successfully participate in the Section 8 Rental Assistance Program. Section 8 is a federal housing program funded through the U.S. Department of Housing and Urban Development.

The Section 8 Program is a three-way partnership between property owners, tenant families, and the PHA.

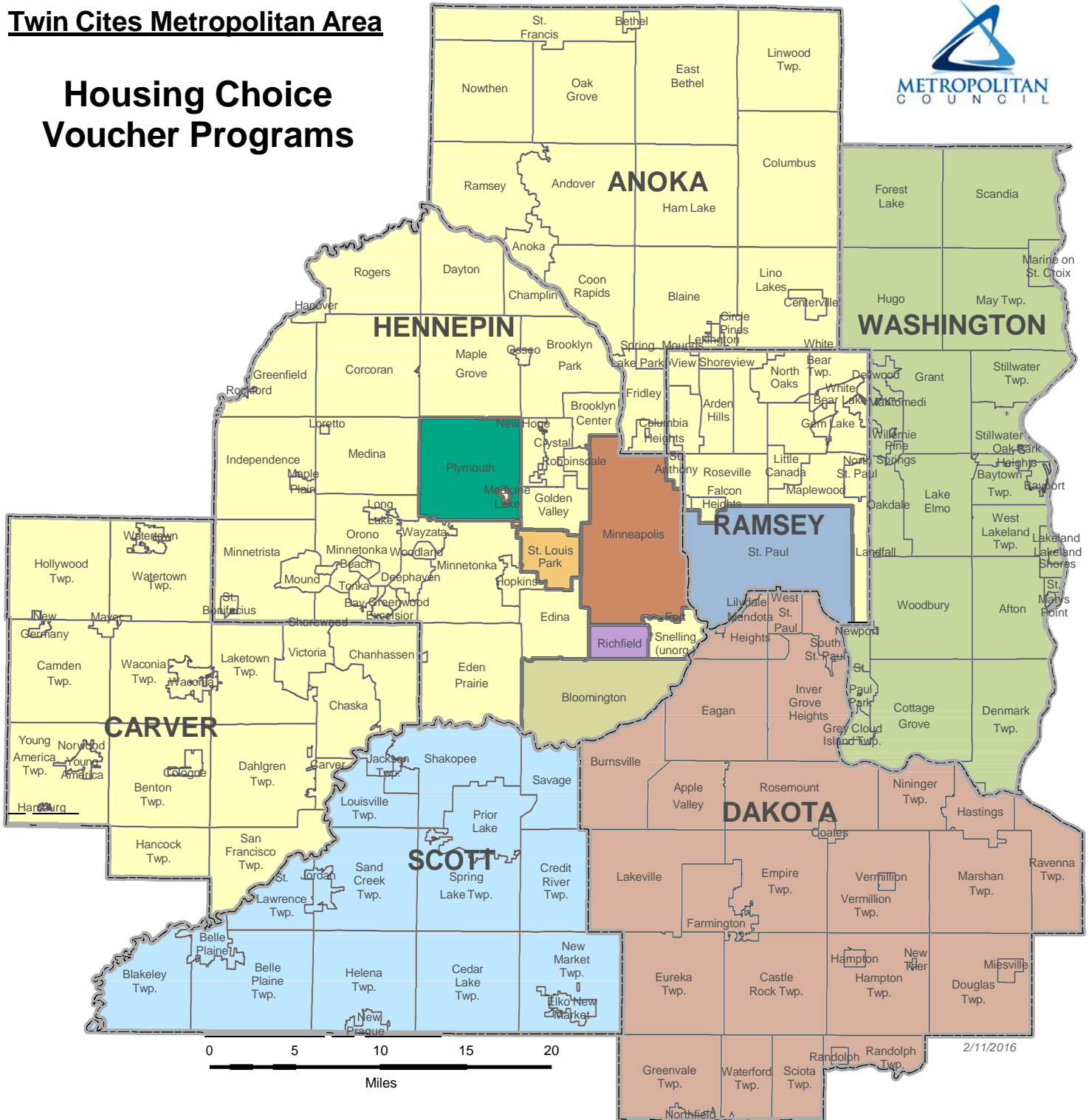
The success of the program in Saint Paul is due in large part to the willingness and cooperation of property owners and managers. Without this participation, the program would not survive. Throughout this handbook, the PHA strives to provide property owners and managers with the information necessary to ensure lasting participation in the Section 8 program. The PHA invites feedback from property owners that will help us continue to improve our service to you, as well as to our participating families.













Twin Cities Metropolitan Area



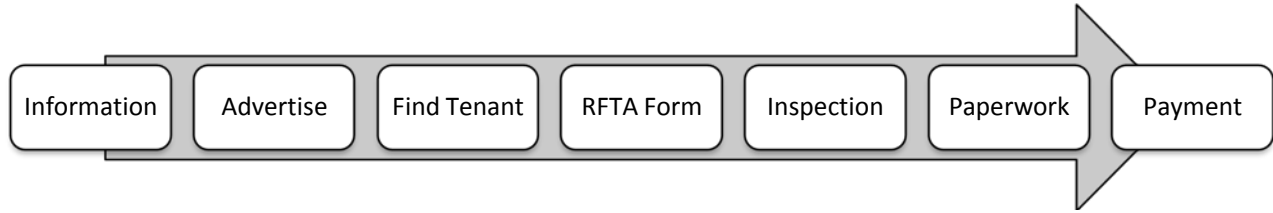
Housing Choice Voucher Programs



Twin Cities Area Housing Authorities:

 Metro HRA (651) 602-1428	 Plymouth HRA (763) 509-5410	 Dakota County CDA (651) 675-4400
 Minneapolis PHA (612) 342-1480	 Richfield HRA (612) 861-9770	 Scott County CDA (952) 402-9022
 St Paul PHA (651) 298-5158	 St Louis Park HRA (952) 924-2579	 Washington Co HRA (651) 458-0936
 Bloomington HRA (952) 563-8937		

HOW DO I BECOME A SECTION 8 LANDLORD?



Step #1 – Get Information

Review the Section 8 Landlord Information Packet to determine if you want to be a Section 8 Landlord. The PHA will always be reviewing your rents to determine if they are reasonable, and will take into account the neighborhood the property is located in, among other variables. Please review the rent amounts you would like to charge and compare them to our Payment Standards. The PHA will adjust rents higher if they are in low-poverty neighborhoods.

Step #2 – Advertise

In the Twin Cities metropolitan area, we recommend using www.housinglink.org. This is a free listing for you, and you can post pictures and advertise specifically that you will accept Section 8. This is also where we most commonly refer Section 8 clients who are shopping. However, there are several places that you can advertise, including online and print sources.

Step #3 – Find a Tenant

Review the applications you receive and find a tenant with a Section 8 voucher who you want to rent to. Section 8 strongly suggests you do your own screening as the Section 8 eligibility determination is primarily based on income eligibility.

Step #4 – RFTA Form

If the Section 8 client is eligible to move, they will have a Request for Tenancy Approval (RFTA) form for you to fill out. Fill out the form completely and submit to the PHA. Once the caseworker receives the completed form, they will complete internal processes to approve the unit. Once the unit and rent amount is approved, the paperwork is submitted to the Inspections Department and they will contact you to schedule an inspection.

Step #5 – Inspection

Before the inspection, please review the list of Most Common Deficiencies found in the Information Packet. Please make sure your unit is ready for inspection. If the unit did not pass inspection, you will typically receive a letter with a list of deficiencies to correct before a re-inspection. You will need to call the Inspections Department to schedule a reinspection once the repairs have been completed. If you don't get a fail letter within 5 days, the unit most likely passed, and you can call 651-298-5087 to confirm that it passed.

Step #6 – Paperwork (ie – lease & contract, tenancy addendum, proof of ownership)

The start date of the lease must match the start date of the Housing Assistance Payment (HAP) contract. The term of the lease must specify the renewal terms for after the initial term. It must be clear which utilities tenant and landlord will each pay. The Section 8 Tenancy Addendum MUST be a part of the lease. The ONLY two forms of Proof of Ownership the PHA will accept are a Ramsey County Property Tax Record or a copy of the Deed/Contract for Deed, which must be registered with Ramsey County.

Step #7 – Payment

Once Section 8 receives all the documentation, your tenant's caseworker will process the file for payment. Section 8 payments are typically mailed the 1st of each month – if the 1st falls on a holiday or weekend, they are mailed the following business day. If the file does not make the end of the month deadline, Section 8 also does a mid-month check run on the 15th of the month. Payment will be made retroactive to the date of the passed inspection or the tenant's move-in date, whichever was later. Deadlines for the end/mid month check runs vary by month. The PHA also has direct deposit available for interested owners. You can contact Seng Vang at 651-292-6034 for more details.

PROCESS FOR SECTION 8 RENT ASSISTANCE

Applicant selected from PHA Section 8 Waiting List; eligibility for assistance verified.

PHA issues applicant a Housing Choice Voucher.

Applicant locates suitable rental unit.

Owner screens and selects applicant for tenancy.

Applicant submits RFTA "Request for Tenancy Approval" and copy of the owner lease to PHA for approval of rent and review of lease and initial move-in inspection is processed. The PHA also ensures that the family will not pay more than 40% of their monthly-adjusted income for rent and utilities.

PHA performs Housing Quality Standards (HQS) Inspection of rental unit.

Unit passes HQS Inspection; Housing Assistance Payments (HAP) Contract prepared and sent to Owner.

HAP Contracts are reviewed and signed by Owner and returned to the PHA along with an executed copy of the owner's lease, which must include the Section 8 Tenancy Addendum. The start dates of the owners lease must match the start date of the HAP contract.

Applicant becomes Section 8 Program Participant; Housing Assistance Program (HAP) Payments processed for owner on behalf of participant family.

Monthly HAP Payments to Owner continue until further notice from PHA.

PROGRAM INFORMATION

PURPOSE

The basic purpose of the Section 8 Housing Choice Voucher Program is to offer expanded rent assistance opportunities to low income families by utilizing existing housing units. It enables families to rent units of all types and provides for the “freedom of choice” in the location of housing units.

ELIGIBILITY

People eligible for the program are families of all sizes including single individuals, families, persons with disabilities, and elderly with gross annual incomes not exceeding federal income limits.

The PHA guarantees participating owners a portion of the rent. The intent of the program is to lessen the burden on the family’s budget for housing costs. Section 8 helps them to better afford their rental portion, resulting in more consistent, timely, and full payments to owners. Additionally, an annual inspection of the unit helps to alert owners of required and/or recommended repairs. Ideally, timely maintenance will reduce costly investments in emergency or deferred maintenance items.

An owner becomes involved in the program through a family with a housing choice voucher from the PHA.

The family looking for a rental unit will inform the owner that they have a housing choice voucher for rent assistance and will ask the owner if he/she is willing to participate in the program.

The PHA does not screen participants for rental or credit history. Tenant screening and selection is the responsibility of the owner. The PHA recommends that owners check references of all potential tenants (assisted and non-assisted) for past rental history. The PHA will provide the owner with the family’s current address and the name and address of the owners at the family’s current and prior address if available.

An owner has the same responsibility for tenant selection with regard to a Section 8 participant as other applicants. State and Federal laws prohibit housing discrimination based on race, color, religion, sex, national origin, age, source of income, familial status, handicap, and/or disability.

Owners can advertise with Housing Link, phone: 612-522-2500, website: www.housinglink.org

SECURITY DEPOSIT

The Owner may collect a security deposit from a Section 8 participating family in an amount not to exceed that collected from an unassisted tenant.

Following the tenant’s move-out from the unit, if the security deposit is not sufficient to cover any amounts the tenant owes under the lease, the owner may attempt to collect the balance from the tenant. The owner cannot make a claim with the PHA under the Housing Assistance Payments contract for any tenant amounts owed for unpaid rent, damages, or vacancy loss.

HOUSING CHOICE VOUCHER PROGRAM

The Housing Choice Voucher program works as follows:

- Tenants moving or initially using Section 8 for their first tenancy cannot pay more than 40% of their monthly-adjusted income towards their rent and utilities. This affordability requirement is determined by the PHA upon submission of a RFTA (Request for Tenancy Approval).
- Owners must use their own lease which must include the following information:
 - The initial term of the lease
 - The lease must provide for an automatic renewal after the initial term
 - Specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
 - The Section 8 Tenancy Addendum must be made a part of the owner's lease. This can be done by adding the following to your lease "For any Section 8 tenancy, the Section 8 Tenancy Addendum is made a part of this lease".
- The owner's lease may be for less than one year if it is the owner's general practice and if it provides expanded housing opportunities.
- Rent adjustments must be in accordance to the lease terms and submitted to the PHA at least 60 days before any such changes go into effect.
- On an annual basis the PHA will conduct an income review of the family's household to determine the family's continued eligibility on the program. The PHA will also conduct an inspection to ensure that the unit complies with the Section 8 Housing Quality Standard guidelines for the program.

TENANCY

The tenant and PHA rent portions may also change during lease term or at the time of the family's annual re-examination due to a change in the family's income, expenses or composition. The owner and the family will be notified in writing of any change in rent portions.

Ongoing lease compliancy issues remain the responsibility of the owner and the tenant.

If an owner has a tenant who seriously and/or repeatedly violates provisions of the lease agreement, it is the owner's responsibility to handle the problems in the same manner as they do with unassisted tenants, and in accordance with state law. The PHA is not a party to the lease and does not have the authority or responsibility to intervene or resolve problems between tenants and owners.

The PHA further recommends that the owner notify the family in writing of any lease violations. A copy of any correspondence with the family should be provided to the PHA.

If the family fails to comply with the terms of the lease, the owner can consider further action including issuing a notice to vacate the premises.

If the family does not comply with the vacate notice and the owner wants the family to move, a court-ordered eviction action must take place. If a Section 8 participant is evicted by order of the court, the participant will be terminated from the Section 8 Program.

The owner must notify the PHA in writing of the start of any termination procedures. This can be done by furnishing the PHA with a copy of the tenant's notice to vacate, and/or Unlawful Detainer Action.

PAYMENT STANDARDS & RENT REASONABLENESS

PAYMENT STANDARDS

The Department of Housing & Urban Development (HUD) publishes the fair market rents for each market area in the United States. Every PHA must adopt a payment standard schedule for each “unit size”.

The PHA may establish the payment standard amount for a unit size at any level between 90 percent and 110 percent of the published FMR for that unit size.

The PHA may grant a higher payment standard within the basic range if required as a reasonable accommodation for a family that includes a person with disabilities.

RENT REASONABLENESS

Why does the PHA question the rent amount you submitted?

- HUD requires the PHA to demonstrate, and document, that the rent to owners is “reasonable” as compared to similar units in the community.

Why does HUD require the PHA to have a “Rent Reasonableness” program?

- To assure that the Section 8 Program does not artificially inflate rents in the community.
- To assure that a fair rent is paid for units selected for participation in the Section 8 Program.

What is the PHA looking at when evaluating rents?

- The PHA compares the following characteristics:

Size	Maintenance	Location
Unit Type	Utilities	Quality
Age	Amenities	Housing Services

*Some comparison criteria are valued more than other criteria.

What are the requirements?

- During the entire term of the lease (initial and extensions), the rent to the owner:
 - Must meet the PHA’s Rent Reasonableness test.
 - Must not exceed rents charged for the owner’s comparable unassisted units.

CHANGES IN LEASE & RENT ADJUSTMENTS

The tenant and the owner may not make any change in the lease without PHA approval. If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner **must immediately give the PHA a copy of such changes.** The lease, including any changes, must be in accordance with the requirements of the tenancy addendum as well as state and local law.

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

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

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

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. Any new rent amount, even if mutually agreed upon by the owner and the tenant, must pass the rent reasonableness determinations as required by HUD.

REQUEST FOR TENANCY APPROVAL

The Request for Tenancy Approval “RFTA” is a document that is completed by the owner/manager and signed by the family and submitted to the PHA for review and approval of the unit. The PHA will give the family who is eligible to look for a new unit, a RFTA with the backside completed listing the family’s current address and property owner’s name and address along with a previous owner’s name and address if available. (Families new to the Section 8 program will only have the family’s present address).

When completing the RFTA please make sure that the form is completely filled out. If managers complete this form on behalf of an owner, the managers should put the name of the owner of the property and not their name. They may put their name as a contact person to reach if there are any questions. Listing the correct owner name and address alleviates paperwork and payments going to the wrong person. Any missing information could delay the scheduling of an inspection. When the PHA receives the RFTA in the PHA office, the PHA does the following:

- Reviews the document for completeness: complete address including apartment number and zip code; type of housing; what utilities are paid for by owner and by tenant; signatures of the owner and the tenant. If any information is missing, the PHA would need to call the owner/manager to obtain this information and it could delay the scheduling of the inspection.
- Rent reasonableness is conducted on the unit to determine that the rent to owner is “reasonable” as compared to similar units in the community.
- Determine if the unit meets the affordability test. Tenants initially receiving Section 8 or moving cannot pay more than 40% of their monthly-adjusted income towards their rent and utilities. If the unit does not meet the affordability test, the owner and tenant are notified at this point and no inspection is scheduled. If the unit passes the affordability test, an inspection booklet is prepared and sent to the inspection department for scheduling of an inspection.

If the owner is new to the Section 8 program, the owner must complete a W-9 tax form and proof of ownership (recorded copy of the deed or Ramsey County Property Tax Statement) must be provided before any payments can be made to the owner.

Request for Tenancy Approval
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

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

OMB Approval No. 2577-0169 (exp.4/30/2014)

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

HOUSING CHOICE VOUCHER			2. Address of Unit (Street Address, Apartment Number, City, State & Zip Code)			
1. Name of Housing Agency (HA) St. Paul Public Housing Agency 555 North Wabasha Street, Suite 300, St. Paul MN 55102						
3. Requested Beginning Date of Lease (mo/day/year)	4. No. Of Bedrooms	5. Year Constructed	6. Proposed Unit Rent	6A. Proposed Garage Rent	7. Security Deposit Amount	8. Date Unit Available for Inspection
				Attached <input type="checkbox"/> Detached <input type="checkbox"/>		
9. Type of House/Apartment						
<input type="checkbox"/> Single Family Home <input type="checkbox"/> Semi-Detached / Duplex <input type="checkbox"/> Townhouse / Rowhouse <input type="checkbox"/> Low-Rise (4 or less stories) <input type="checkbox"/> High-Rise (5 or more stories)						
10. If this unit is subsidized, indicate type of subsidy:						
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or Noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy _____)						
11. Utilities and Appliances						
The owner shall provide or pay for the utilities and appliances indicated below by an "O." The tenant shall provide or pay for the utilities and appliances indicated below by a "T." Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.						
Item	Specify Fuel Type				Provided By	Paid By
Heating (Specify Type)	<input type="checkbox"/> Natural Gas <input type="checkbox"/> District Heat <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other					
Cooking (Specify Type)	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other					
Water Heating (Specify Type)	<input type="checkbox"/> Natural Gas <input type="checkbox"/> District Heat <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other					
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (Specify)						

12. Owner's Certifications.

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

ADDRESS & UNIT NUMBER	DATE RENTED	RENTAL AMT
1.		
2.		
3.		

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

c. Check one of the following:

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

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

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

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.		16. The PHA is not responsible for any part of the rent prior to execution of the housing assistance payments contract or housing voucher contract.	
14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.			
15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.			
Print or Type Name of Owner or Other Party Authorized to Execute the Lease (THIS IS THE NAME THAT WILL APPEAR ON THE HOUSING ASSISTANCE PAYMENTS CONTRACT AS OWNER)		Print or Type Name of Family	
Signature		Signature(s)	
Phone Number:	Date	Telephone Number:	Date
Name & Phone Number of person to contact for inspection:		Present Address of Family (Street, Address, Apartment #, City, State & Zip Code)	
Business Address			

THE ST. PAUL PHA WILL NOT ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT ON SINGLE FAMILY HOMES OR DUPLEXES IF THE PROPERTY IS UP FOR SALE UNLESS IT IS A MONTH TO MONTH LEASE.

Authorization: I understand that according to Federal regulations for the Section 8 Voucher Programs the PHA is required to provide the owner my current address and name and address of the landlord at my current and prior address, if known. By signing this form I am authorizing the release of this information to the owner of the rental property where I am requesting to receive assistance.

Signature		Date	
Present Street	City	State	Zip Code
Current Landlord's Name	Previous Landlord's Name		
Street Address	Street Address		
City, State and Zip Code	City, State and Zip Code		

THE ABOVE INFORMATION FURNISHED BY:

St. Paul PHA Representative

Important Information to the Owner

Owners are encouraged to screen families regarding their tenancy histories. An owner may consider a family's background for:

- a. Payment of rent and utility bills;
- b. Caring for a unit and premises;
- c. Respecting the rights of others to the peaceful enjoyment of their housing;
- d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
- e. Compliance with other essential conditions of tenancy.

Note: According to Federal regulations the PHA is required to provide to an owner the participant's current address and the name and address of the landlord at the participant's current and previous address, if known. No other tenant screening information will be provided to an owner without a signed release from the participant. (Please see above.)

PUBLIC HOUSING AGENCY

SAINT PAUL

555 Wabasha Street • Suite 300
Saint Paul, Minnesota 55102
651-298-5158 • Fax 651-292-7917
Hearing Impaired – Minnesota Relay: 7-1-1

Section 8 Housing Choice Voucher

Payment Standards

EFFECTIVE - February 1, 2021

0 BEDROOM	\$	915
1 BEDROOM	\$	1,085
2 BEDROOM	\$	1,345
3 BEDROOM	\$	1,760
4 BEDROOM	\$	2,155
5 BEDROOM	\$	2,475
6 BEDROOM	\$	2,800

SECTION 8 EXISTING HOUSING

ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICE

EFFECTIVE – February 1, 2021 (no change)

M= Multiple Dwelling (Includes Low-Rise Bldgs. (4 or less stories) and High Rise Bldgs. (5 or more stories)

T/D= Townhouse/Duplex (Includes Semi-Detached, Bungalows and Rowhouses)

SF= Single Family Home

UTILITY/ APPLIANCE	0-BR	1-BR			2-BR			3-BR			4-BR			5-BR	6-BR	
		M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF			
HEATING Gas	33	35	47	64	59	69	90	67	86	100	94	101	114	138	152	
	District Energy	23	42	42	53	61	61	72	66	66	82	84	84	100	89	93
	Electric	24	31	63	79	42	72	123	58	80	119	67	91	130	140	144
COOKING Gas	5	6			11			13			14			15	16	
	Electric	7	8			13			15			17			19	21
OTHER ELECTRIC	14	22			35			45			50			52	58	
WATER HEATING Gas	8	9			17			21			25			27	31	
	District Energy	7	14			21			21			30			30	33
	Electric	11	13			21			25			32			42	45
WATER & SEWER	25	35	49	49	40	53	53	45	62	62	50	75	75	83	97	
TRASH COLLECTION	10	10	25	25	10	34	34	10	36	36	10	36	36	36	36	
RANGE	4	4			4			4			4			4	4	
REFRIGERATOR	5	5			5			5			5			5	5	

MAXIMUM RENT LIMITATION

Rent + Utilities = Gross Rent

Gross rents must be at or below the Payment Standard (see other side of this form).

The PHA has policies limiting the amount of rent that can be approved for any rental unit you select:

- The rent plus any utilities that you pay should not be more than the Payment Standard. The PHA limits the contract rent to be at or below the Payment Standard minus the Utility Allowance.
- The rent for the unit you select must be reasonable as compared to similar units that are not being assisted with Section 8.

When you are shopping for a unit, use the Utility Allowance chart on the other side of this document:

Contract Rent _____	Contract Rent _____	Contract Rent _____
Utility _____	Utility _____	Utility _____
Allowances + _____	Allowances + _____	Allowances + _____
Total _____	Total _____	Total _____

40% AFFORDABILITY LIMITATION

In some cases, the 40% affordability limitation can be granted.

1. _____ 30% of monthly adjusted income

2. _____ 40% of monthly adjusted income

3. _____ Payment standard for voucher size or size of the unit
(smaller of)

4. _____ Maximum Housing Assistance Payment
(line 3 minus line 1)

5. _____ Maximum allowable gross rent (rent plus utility allowances)
(line 2 plus line 4)

The amounts shown above are based on the current household and income that you have reported to us. If your household members or income should change, you need to call your worker immediately so they can re-calculate these amounts. We must use current and correct income figures when you lease up in a unit.

When evaluating rents, the PHA must look at the gross rent. The gross rent is calculated by adding the contract rent the landlord is asking for and any utilities that the tenant is responsible according to the PHA's utility chart.



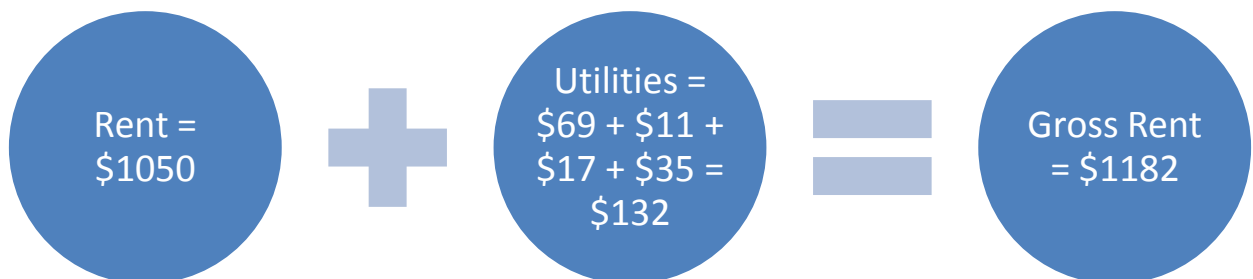
Example 1:

The tenant has a 2 bedroom voucher and has located a 2 bedroom duplex with a contract rent of \$900. The tenant is responsible for the gas heat, the gas cooking, the gas water heating, and the electricity.



Example 2:

The tenant has a 2 bedroom voucher and has located a 3 bedroom duplex with a contract rent of \$1050. The tenant is responsible for the gas heat, the gas cooking, the gas water heating, and the electricity. **Although the tenant has located a 3 bedroom duplex, the PHA must use the 2 bedroom utility allowances because the tenant has a 2 bedroom voucher. The PHA will use the smaller of the tenant's voucher size and the unit size when determining the utility allowance.**



To expedite the evaluation of the rents, please make sure to include three comparables on the RFTA. The comparables must be market rate and comparable in unit size and structure type.

TERMS OF ASSISTED TENANCY

The Lease between a Section 8 program participant and an owner is automatically renewed unless the family or owner takes action to terminate tenancy or the PHA terminates its contract with the owner.

The PHA must approve the Lease between the Tenant and the Owner, including any new lease or lease revision. The PHA will not provide a model Section 8 Program lease. The owner must use his/her own lease.

The lease must include word-for-word all the provisions of the tenancy addendum language required by HUD. This is accomplished by adding the HUD tenancy addendum form to the lease used by the Owner. This document outlines the required and prohibited lease provisions as required by HUD.

The following items must be specified on the owner's lease:

- The initial term of the lease; the initial term can be less than one year if that is the owners general practice with unassisted tenants.
- The lease must provide for automatic renewal after the initial term. (Month to month, year-to-year, etc.)
- The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.
- The Section 8 Tenancy Addendum must be made part of the owner's lease. This can be done by adding language such as "For any Section 8 tenancy, the Section 8 Tenancy Addendum is made a part of this lease".

Prior to the beginning of the lease term the following items must be completed:

- The PHA has approved leasing of the unit in accordance with program requirements;
- The PHA has inspected the unit and the unit meets the Housing Quality Standards;
- The lease is approvable and includes the tenancy addendum;
- The rent to Owner is reasonable;
- The Owner and the Tenant have executed the lease.
- The start date of the lease matches the start date of the HAP contract.

Any new lease or revision must be approved in advance by the PHA. The PHA and the Owner must enter into a new HAP Contract for the tenancy under the new or revised lease. If the owner is giving notice of a rent increase only and no new lease agreement will be signed, a new HAP contract does not need to be signed. Since the PHA must receive a copy of a proposed rent increase 60 days prior to the effective date, the tenant should also be notified at this time even though it may be a different notice period than that stated in the lease.

The Owner may offer the Family a new lease for a term beginning at any time after the initial term. The Owner must give the tenant written notice of the offer, with a copy to the PHA.

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 initial term of the lease or during any renewal 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 (as provided in paragraph c); or
 4. Other good cause (as provided in paragraph d).
- C. **Criminal activity**
1. The owner may terminate the tenancy if any member of the household, a guest or another person under the tenant's control commits any of the following types of criminal activity:
 - a. Any criminal activity that threatens the health, safety or 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, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - 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.
 - c. 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.
 3. 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 term of the lease or during any renewal term, other good cause includes:
 - 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 includes:
 - 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).

E. Protection for Victims of Abuse

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

F. Eviction by court action.

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

G. Owner notice of grounds

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

LEASE: RELATION TO HAP CONTRACT

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

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.

MOVE OUT BY FAMILY

The tenant may terminate the lease without cause at any time after the initial term or any extensions in accordance with the lease requirements.

The tenant must notify the PHA and the owner in writing before the family moves out of the unit, in accordance to the terms of the lease.

MUTUAL TERMINATION

The owner and the tenant may agree to terminate the lease at any time during the initial term of the lease or during any renewal term. A written agreement signed by both parties needs to be submitted to the PHA prior to the tenant moving from the unit.

PROPERTY/OWNERSHIP CHANGES

To ensure ongoing and timely payments, owners must notify the PHA when new changes occur in the ownership of properties housing Section 8 participants. Changes must also be reported in writing if a mailing address or management company changes.

To notify the PHA of an ownership, management, or address change, please contact the **Control Technician at 651-292-6034.**

The following information is needed for ownership and/or address changes:

MANAGEMENT AND/OR MAILING ADDRESS CHANGES

The Section 8 owner is responsible for providing the PHA, in writing, with the new information on management or mailing address changes. For address changes, please include who the checks are made payable to, the properties you own, your former address, and the new address you would like the correspondence mailed. If there is a new phone number or contact person, please include this in the letter as well.

PROPERTY OWNERSHIP CHANGES

The terms of the Housing Assistance Payments Contract requires the owner of a property to notify the PHA prior to the sale. The owner may not assign the HAP Contract to a new owner without prior written consent of the PHA. When an owner sells his property, the new owner is required by the PHA to show documentation of the sale. Acceptable documentation includes a copy of an executed Warranty Deed or Contract for Deed that has been recorded with Ramsey County. There is paperwork that needs to be signed by the new owner agreeing to comply with the lease terms and conditions of the contract. This can be done either by mail or in person. Changes should be done as soon as possible so that the housing assistance payments check can go out correctly the following month. Changes cannot be done unless we are notified in a timely manner.

The PHA may deny approval to assign the HAP contract to a new owner. Reasons for possible denial are listed in Section 14f. of the Housing Choice Voucher Contract.

All Housing Assistance Payments are processed for the owner and sent on one check. Payments cannot be separated by rental property address. Payments are processed twice a month: on the 1st working day of the month and 15th of the month.

Please contact the Section 8 office if you have further questions on the payments process or if payment is not received at the regular time.

Please send management/address/ownership change requests to:

St. Paul PHA
Attn: Section 8 Control Technician
555 Wabasha St. N., Suite #300
Saint Paul, MN 55102

Fax #: 651-292-6649

UNIT INSPECTIONS

Housing Quality Standards will be used to determine the acceptability of units rented in conjunction with the Section 8 programs. HQS inspection forms are completed for each unit inspection and maintained in the participant file. If a unit fails to meet HQS, the Owner and Tenant Family are notified in writing of the deficiencies that need to be corrected in order to permit Section 8 Rent Assistance for that unit. Unit inspections are conducted by Housing Inspectors at various points in the tenancy:

Move-In Inspection:

Is conducted to determine the initial condition of the unit prior to the Tenant's move-in and/or start of Section 8 Rent Assistance.

Annual Inspection:

Is conducted 60-90 days prior to the participant's annual reexamination date.

Special Request Inspection:

Is conducted at the request of the Tenant, Owner or neighborhood to assess interim unit conditions that may result in Housing Quality Standards deficiencies.

Quality Control Inspection:

Is conducted on a percentage of Section 8 units of all types to ensure consistency in HQS citations and that rental units continue to meet the program standards.

SECTION 8 HOUSING QUALITY STANDARDS MOST COMMON DEFICIENCIES

- WINDOWS THAT ARE CRACKED, BROKEN, NOT FITTING OR NOT OPERATING (OPENING, HOLDING OPEN OR CLOSING) PROPERLY
- BENT, TORN, MISSING OR NOT FITTING WINDOW SCREENS (SCREEN TEARS NO LARGER THAN 2 INCHES AND NO HOLES CAN BE LARGER THAN ¼ INCH)
- ALL APPLIANCES PRESENT AND FULLY OPERATING, ALL RANGE BURNERS MUST IGNITE
- REFRIGERATOR GASKETS MUST SEAL PROPERLY
- MISSING OR BROKEN DOORS INCLUDING DOORS LOOSE FROM THE HINGES, MISSING DOORKNOBS OR CLOSET DOORS OFF THE TRACK
- NO BATHROOM WINDOW OR VENTILATION
- LEAKY, NOT SECURELY MOUNTED PLUMBING DRAINLINES, FAUCETS AND TOILETS
- MISSING OR CRACKED ELECTRIC COVER PLATES, OPEN SLOTS IN ELECTRICAL JUNCTION BOXES
- EXPOSED OR BROKEN WIRING, FIXTURE OR GFCI OUTLETS NOT WORKING AND/OR NOT GROUNDED
- NO SMOKE DETECTOR, SMOKE DETECTORS WITHOUT BATTERIES OR COVERS, OR SMOKE DETECTORS NOT SECURELY MOUNTED OR NOT OPERATING PROPERLY
- PEELING, CHIPPING, OR LOOSE PAINT ON ANY INTERIOR OR EXTERIOR SURFACES WHEN THERE WILL BE A CHILD UNDER THE AGE OF 6 RESIDING IN UNIT
- TRIP HAZARDS FROM LOOSE CARPET, LINOLEUM, TILE
- MOLD ACCUMULATION
- INSECT/RODENT INFESTATION
- NO HANDRAILS OR GUARDRAILS ON ALL STAIRWAYS WITH 4 OR MORE CONSECUTIVE STEPS
- UNPROTECTED HEIGHTS OF MORE THAN 30 INCHES
- INSIDE KEYED LOCKS ON UNIT EGRESS (EXIT) DOORS, HASP LOCKS ON BEDROOM DOORS
- EXCESSIVE OR HAZARDOUS DEBRIS IN BASEMENT, RENTAL UNIT, OR EXTERIOR OF BUILDING, INCLUDING DISCARDED APPLIANCES AND ABANDON VEHICLES
- NO DISCHARGE PIPE ON WATER HEATER - PIPE MUST EXTEND TO WITHIN 4 TO 18 INCHES OF FLOOR
- HOT WATER HEATER EXHAUST PIPE NOT SECURED WITH SCREWS
- OPEN SPACES IN ELECTRICAL SERVICE PANELS OR INCORRECT FUSES BEING USED
- MISSING BASEMENT FLOOR DRAIN CLEAN-OUT COVERS, UNCAPPED GAS LINES
- METAL PULL CHAINS NEAR WATER
- ABSENCE OF TRASH CANS AND/OR WITHOUT TIGHT-FITTING LIDS, TOO FEW OR NOT LARGE ENOUGH TO ACCOMMODATE NUMBER OF TENANTS
- MISSING STOVE/OVEN KNOBS AND/OR KNOB WRITING THAT IS NOT LEGIBLE
- OPEN LIGHT SOCKETS THAT ARE WITHIN REACH (missing light bulbs)
- LESS THAN 30" CLEARANCE AROUND MECHANICAL EQUIPMENT
- LACK OF OR INSUFFICIENT HEAT (LIVABLE AREAS MUST BE MAINTAINED AT 68°F OR ABOVE)
- INSPECTOR NOT GIVEN COMPLETE ACCESS OF ALL AREAS
- LACK OF HOT WATER (110°F - 130°F)
- LOW WATER PRESSURE

LEAD-BASED PAINT

THE ISSUE

The major source of lead poisoning among U.S. children is lead-based paint and dust with lead.
– Center for Disease Control, 2014

Children inhale lead from many sources, including paint chip dust. Children also ingest lead from drinking water that flows through lead plumbing and from eating paint chips and other foreign objects.

HUD'S RESPONSE

The Department of Housing and Urban Development (HUD) has issued a new rule (effective September 15, 2000) as part of their continuing initiative to address this growing concern. As previous rules have, this new rule also has the goal of reducing the hazards of lead-based paint poisoning as much as possible from rental units occupied by tenants who receive assistance from the Section 8 Program.

REGULATORY CITATION

HUD's lead-based paint requirements for all Federal programs are now consolidated in one part of title 24 of the Code of Federal Regulations; Federal Register/ Vol. 64, No. 178/Wednesday, September 15, 1999/Rules and Regulations, pages 50140 – 50231. This rule implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992.

SECTION 8 INSPECTION PROCESS

Housing Inspectors are instructed to inspect carefully for any deteriorated paint during each inspection:

- If there are children in the household under six years old, and
- If the dwelling unit was constructed before 1978

Upon the discovery of any deteriorated paint surfaces, the owner or property manager must correct the problem using safe work practices. Weather related deferments may be granted. If the problem is not corrected, the rent cannot be subsidized.

What is considered Deteriorated Paint?

A deteriorated paint surface is one with cracking, chalking, scaling, chipping, peeling, or loose paint. The requirements apply to all painted interior surfaces within the unit, the entrance and hallway leading to the apartment in a multi-unit building, and all exterior surfaces. This includes walls, stairs, decks, porches, railing, windows, and doors. This also includes outbuildings such as detached garages and sheds.

The person(s) conducting repairs of deteriorated paint surfaces must be supervised by a certified lead-based paint abatement supervisor or have successfully completed an EPA certified Lead Based Paint Safe Work Practices training course. This course is available through various training institutions throughout the metropolitan area.

If there is or will be a child residing in the unit that is under the age of 6 and deteriorated paint is cited that is more than:

- Two square feet (0.2 square meters) total on interior surfaces: or
- Twenty square feet (2 square meters total on exterior surfaces: or
- Ten percent of the total surface area on an interior or exterior type of component with a small surface area (i.e. window sill, baseboard, trim etc.)

The paint deficiency will be required to be corrected. Interior lead paint deficiencies will also require a clearance test after the work has been completed.

The PHA covers the cost of the test or “dust wipe”. The owner will need to contact the PHA’s lead-based-paint contractor to have the unit tested (this information will be provided to you in the inspection process). The property owner can choose to have the unit independently tested at his/her own expense. Testing for lead-based paint must be done on chewable surfaces, including all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under the age of six. The test must be conducted by a State or local health agency or an organization recognized by HUD . The lead content is tested by using an X-ray fluorescence analyzer or by laboratory analysis of paint samples. The surface is considered to have lead-based paint if the lead content is at least one milligram per centimeter squared , or 0.5 percent by weight or 5000 parts per million (PPM). The PHA cannot provide rent assistance for a unit until it passes this test.

What actions are Owners required to take?

All exterior and interior deteriorated paint must be treated by covering or paint removal and paint replacement. Repair to damaged substrate must also be conducted. Owners are also required to provide an EPA Lead Training Certificate along with the completed Pre-Work and Post-Work Lead Paint Checklists.

Acceptable treatment methods:

- Wet scraping
- Wet sanding
- HEPA vacuum sanding
- HEPA vacuum needle gun
- Replacing painted components
- Chemical stripping on or off site
- Scraping with infra-red or coil type heat guns with temperatures below 1,100 degrees
- Contained hydro blasting or high pressure wash with HEPA vacuum
- Covering must be with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead-contaminated dust

Prohibited paint removal methods include:

- Open flame burning or torching
- Machine sanding or grinding without a HEPA exhaust
- Uncontained hydro blasting or high pressure wash
- Dry scraping
 - Except around electrical outlets, OR when treating defective paint spots no more than:
 - Two (2) square feet in any one interior room or space or
 - Totalling no more than twenty (20) square feet on exterior surfaces

Protection during treatment and cleanup of work area:

- Soil and playground equipment must be protected from contamination.
- Household members must not enter interior spaces undergoing treatment until the cleanup is completed.
- Personal belongings in work areas must be moved or protected from contamination.
- After treatment, mandatory cleanup of all surfaces is required by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate.
- All paint chips are to be removed and disposed of properly.

A child with elevated blood lead level (EBL): An additional requirement must be met if the dwelling unit was constructed before 1978 and it is occupied by a family with a child with an EBL indicating excessive lead absorption.

Owner notice of any known lead-based paint: Before the housing assistance payment contract is executed, the property owner must inform the Public Housing Agency of any knowledge of lead-based paint on the unit's surfaces. The Request for Lease Approval form includes a statement regarding paint surfaces and the form requires an owner's signature to further process for Section 8 tenancy (see Forms & Procedures).

A Lead Based Paint Disclosure Form must also be completed and submitted to the PHA for all Section 8 Leases and HAP Contracts on properties built prior to 1978 (see Forms & Procedures). Owners will only need to submit this disclosure form for each new tenant after one has already been submitted for each unit currently under HAP contract.

DISCLOSURE REQUIREMENTS

All residential property owners in the U.S. that sell or lease pre-1978 dwelling units must take steps to disclose lead-based paint or lead-based paint hazards.

The regulations, as they relate to landlords, require landlords to provide the following information to new tenants before they become obligated under a lease or upon renewal of an existing lease:

- The EPA/HUD/CPSC pamphlet titled "Protect Your Family From Lead In Your Home."
- Any available information on the presence of known lead-based paint and/or lead-based paint hazards (may include copies of inspection and/or risk assessment reports).
- A standard warning statement regarding lead-based paint hazards.
- Disclosing known information concerning lead-based paint and/or lead-based paint hazards must be included in the lease or as an attachment.

This regulation covers all pre-1978 housing except:

- Single room occupancy units.
- Elderly and disabled housing.
- Leases of housing found by a certified lead-based paint inspector to be lead-based paint free.

THIS REGULATION AND SECTION 8 DO NOT REQUIRE YOU TO HAVE AN ASSESSMENT DONE ON YOUR PROPERTY, ONLY TO DISCLOSE THE INFORMATION IF THE PROPERTY HAS BEEN ASSESSED.

FORMS & PROCEDURES

Participating Section 8 owners will need to use his/her own lease document.

The Section 8 Tenancy Addendum must be made a part of the owner's lease. In the case of any conflict between the provisions of the lease and the Section 8 Tenancy Addendum, the provisions of the HUD Tenancy Addendum will prevail.

An owner must execute one lease document only and cannot require the tenant to sign two separate agreements.

In this section, please find the following documents:

- Housing Choice Voucher
- Housing Quality Standards.
- Inspection Form.
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lease Documents – Housing Choice Voucher Program

- Tenancy Addendum – Section 8 Tenant-Based Assistance Housing Choice Voucher Program
- Housing Assistance Payments (HAP) Contract – Section 8 Tenant-Based Assistance Housing Choice Voucher Program, Part A & B & C

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	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy)	
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy)	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA) <p style="text-align: center;">PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL</p>		
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.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

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

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.

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

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.

- 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
- 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.
 - 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 - 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 - 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 - 9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

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

6. Expiration and Extension of Voucher

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

ST. PAUL SECTION 8 PROGRAM

HOUSING QUALITY STANDARDS

LIVING ROOM

- Each unit must have at least one habitable room, which is not a kitchen or a bath.
- An efficiency apartment (living/sleeping room with a kitchen area) is considered a living room.
- If the only room besides the kitchen and bath appears to be inadequate in size, the inspector will make the decision on the unit's acceptability.

Electrical

- There must be two working outlets or one working outlet and one working light fixture in the living room. This standard is to assure that the electrical service to the room is adequate. If there is one working outlet and one working light fixture, the light fixture must be a permanently installed ceiling or wall fixture.
- Electrical set ups not acceptable, such as table or floor lamps, ceiling lamps plugged into a socket or extension cords plugged into another plug.
- Electrical hazards, such as broken or frayed electrical wires, bare metal wires not covered by rubber or plastic insulation, loose or improper wire connections to outlets.

Security

- All openable windows within six feet of the ground or doors accessible from the outside must be lockable to reduce the risk of burglary or other unlawful entry into the unit.

Definitions

- Accessible to the outside means doors that open to the outside or to a common public hall, window sill within six feet of the ground, windows or doors leading on to a fire escape, porch or other outside place that can be reached from the ground. Bedrooms need proper fire egress according to the local code.
- Lockable means a door or window that has a properly working lock, unless the window is designed not to be opened.

Windows

- There must be at least openable window. One bedroom window is required to be an fire egress window based on the local fire codes.
- There must be at least one window in the living room for natural light.
- Windows and screens must be free of signs of severe deterioration or missing or broken out panes.
- Severe deterioration of windows would be windows that no longer keep out wind, snow or rain, or where broken glass presents a hazard.

KITCHEN

- Each unit must have a kitchen or kitchen area for preparation and storage of food. This can be a separate room or an area of a larger room.

The kitchen or kitchen area must contain:

- a sink with piped hot and cold water for preparing food and washing dishes;
- a stove for cooking food (must have both an oven and a stove or range with top burners and all burners must work); and
- a refrigerator to store perishable food (the refrigerator can be in a pantry or back hall) and must work; and
- one working electrical outlet AND one working permanently installed light fixture (Note: this is different from the living room requirement).
- The kitchen does not have to have a window.

BATHROOM

- There must be at least one bathroom present in the unit for exclusive use of the occupant.
- The bathroom must have a toilet, wash basin and tub or shower.
- There must one permanent light fixture; NO OUTLET IS REQUIRED.
- There must be an openable window or a working ventilation system.
- Toilet -- must be for the exclusive use of the tenant and must allow for privacy (closed off by a door).
- Wash Basin -- must be present and permanently installed. It may be located separately from the other bathroom facilities.
- Tub or Shower -- must be present but it does not need to be in the same room as the other facilities.
- Ventilation -- there must be an openable window or a working exhaust vent system. Those vent systems that will pass are: electric fan vents, shafts that allow air to escape to the outside without an electric fan. All windows and ventilation systems must vent to the outside.

OTHER ROOMS USED FOR LIVING AND HALLS:

- All rooms must be inspected.
- Other rooms means as many other rooms used for living as are present in the unit. Also, entrance halls, corridors, halls and staircases that are located WITHIN THE UNIT and are part of the area used for living.
- Used for living means areas of the unit walked through or lived in on a regular basis. This does not include rooms or areas permanently or nearly permanently closed off or infrequently entered, such as a utility room, shed, porch or basement. The occasional use of a washer or dryer in an otherwise unused room does not constitute "regular" use of the room.
- Secondary room means a room NOT used for living. Should be inspected for security and electrical hazards.

BUILDING EXTERIOR

- Foundation must be sound and free from hazards to assure the foundation can support the building and keep ground water out of the basement under normal rainfall conditions.
- Unsound or hazardous foundation would be a foundation with severe structural defects indicating the potential for structural collapse or foundations that allow significant entry of ground water. If the piers or other parts of the foundation look bad but the structure above feels stable, the foundation should pass.
- Stairs, rails and porches must be sound and free from hazards to assure the condition does not pose a danger to the tenants. The tenant must be safe from tripping or falling.

- Unsound or hazardous stairs, porches, balconies or decks would be those with severe structural defects like broken, rotting or missing steps, absence of a grippable handrail when there are extended lengths of steps (4 or more consecutive), absence of or insecure railing around a porch or balcony approximately 30 inches or more from the ground. Also included would be steps or sidewalks not attached to the building but leading to it.
- Roof, gutters and downspouts must be sound and free from hazards to assure that the tenant is not exposed to any risk of structural collapse and that the roof protects the tenant's unit from outside elements.

Unsound or Hazardous Roof

- a roof that has serious buckling or sagging that indicates the potential for structural collapse;
- a roof that has large holes or other defects that would allow significant air or water infiltration; or
- a roof that is not weather tight and allows significant amounts of water to leak through to the interior of the unit occupied by the tenant is unacceptable.

Gutters and Downspouts

The purpose of gutters and downspouts is to channel water away from exterior walls and foundations.

- Deterioration of gutters and downspouts should fail it causes significant amounts of water to enter the unit.
- The presence of gutters and downspouts are not required, but if they are present, they must be in working order.

Exterior walls must be sound and free from hazards to assure the tenant is not exposed to any danger of structural collapse and that the walls are weather tight.

Unsound or Hazardous Exterior Walls

- Exterior walls that show serious defects like buckling, bowing or leaning, or contain large cracks or falling or missing masonry, or that significant portions have deteriorated to allow water and serious drafts to penetrate.
- The chimney must be sound and free from hazards to assure the tenant is not exposed to the potential collapse of the chimney and that the chimney will safely carry smoke, fumes and gasses from the unit to the outside.

Unsound and Hazardous Chimney

- If the chimney that is seriously leaning or shows evidence of deterioration or disintegration of its parts is unacceptable.

Lead Paint -- Exterior Surfaces

- All exterior surfaces which are accessible to children under six years of age must be FREE from cracking, scaling, peeling, chipping and loose paint or ADEQUATELY TREATED OR COVERED to prevent exposure of such children to lead-based paint hazards to assure that the dwelling unit is free from hazards of lead-based paint.
- This refers to all lead-based paint existing on the exterior surface of the structure, including walls, stairs, decks, porches, railings, windows and doors.
- The requirement applies to all units whether or not children will occupy the unit.

HEATING

- The heating equipment must be capable of providing adequate heat (according to local codes) to all rooms used for living to assure that the occupant will have adequate heat in the unit during the cold months of the year (between October 15 and April 15).
- Adequate heat means the heating system is capable of delivering enough heat (according to the local code) to assure a healthy living environment in the unit.
- Direct heat means that each room used for living has a heat source.
- Indirect heat means that if there is no heat source present in the room, the heat can enter the room easily from a heated adjacent room.

Safety of Heating Equipment

- The unit must be free from unvented fuel burning conditions to assure that the occupant is not exposed to the hazards of fire or escaping gasses from the heating system.
- The main concerns are: the potential of fire and the escape of exhaust fumes into the living area.

VENTILATION AND ADEQUACY OF COOLING

- The unit must have adequate ventilation and cooling by means of openable windows or a working cooling system to assure there is adequate air circulation in the unit.

HOT WATER HEATER

- The hot water heater must be located, equipped and installed in a safe manner to assure that the heater does not present a hazard to the occupant.
- There are some ways a hot water heater could fail:
 1. Location - no combustible materials should be piled up against the heater.
 1. Absence or Temperature-Pressure Relief Valve and Discharge Line - the heater must also have a discharge line directed to the floor or outside of living area.
 2. Improper Flues For Venting Exhaust Gasses - flues must have adequate clearance from combustible materials.
 2. Serious Leaks from the Hot Water Tank.

WATER SUPPLY

- The unit must be served by an approvable public or private sanitary water supply to guarantee that the tenant will have adequate, clean water.

PLUMBING

- The plumbing must be free from major leaks or corrosion that cause serious and persistent levels of rust or contamination of the drinking water to assure that the dwelling unit is not subject to serious plumbing problems involving leaking or corroded pipes that could present a hazard to the occupant.

SEWER CONNECTION

- The plumbing must be connected to an approvable public disposal system and free from sewer back up.

GENERAL HEALTH AND SAFETY

Access to the Unit

- The unit must be able to be entered without having to go through another unit to assure that the tenant has direct access to his/her own unit, thereby assuring privacy of living quarters.

Exits

- The unit must have an acceptable fire exits from the building and unit (according to local fire codes) that are not blocked to assure that the tenant has an alternate means of exit from the building in case of fire.
- Examples of acceptable alternate exits:
 1. an openable fire egress window;
 2. a back door opening onto a porch with a stairway leading to the ground; and
 3. a fire escape, fire ladder or fire stairs.
- Blocked exit means that the exit is not usable due to conditions such as debris, storage, nailed-shut door, broken lock.
- Consideration should be given to whether or not the exit is acceptable for the individual tenant (whether a handicapped person could or could not use a fire ladder).

Evidence of Infestation

- The unit must be free from infestation of pests or vermin.

Garbage and Debris

- The unit must be free from heavy accumulation of garbage or debris inside and out to assure that the tenant is not exposed to health hazards resulting from accumulation of garbage or trash in or around the unit.
- A general rule of thumb would be that a level of accumulation that is beyond the capacity of an individual to pick up within an hour or two would not be acceptable.

Refuse Disposal

- There must be adequately covered facilities for temporary storage and disposal of food wastes to assure the tenant has adequate means of storage and disposal of garbage and refuse.
- Adequate and covered facilities mean, trash cans with covers, garbage chutes, dumpsters.

Interior Stairs and Common Halls

- The interior stairs and common halls must be free from safety hazards to the occupants to assure that they are safe and adequately lighted so that the tenant is not exposed to safety risks.
- Some safety hazards are: loose, broken or missing steps on stairways, absent or insecure railings, inadequate lighting.
- Dangerous conditions would be: loose, broken or missing steps or handrails, an accumulation of objects on the steps, ripped, torn or frayed stair coverings such as carpets or rubber mats, or a large number of missing sections of vertical railings (balusters).
- A grippable handrail is required on extended sections of stairs of four or more consecutive steps.
- A grippable handrail is required on unprotected heights, like stairwells.

Other Interior Hazards

- Examples of other interior hazards to check for are: a protruding nail in a doorway; a broken bathroom fixture with a jagged edge at a level where someone could be cut; a door that might fall because it is partially broken off its hinges.

Elevators

- Must be operating safely to assure they do not pose a safety hazard to the occupant.

Interior Air Quality

- The unit must be free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust or other pollutants to assure that the occupant is not exposed to abnormally high levels of harmful gasses or other noxious pollutants.
- Abnormally high means levels of noxious gasses or other pollutants that are consistently present in amounts that would constitute a continuing health hazard to the occupant.

Site and Neighborhood Conditions

- The site and immediate neighborhood must be free from conditions, which would seriously and continuously endanger the health or safety of the residents.
- Examples of unsafe conditions are:
 1. other buildings on or near the property that pose serious hazards (e.g., dilapidated shed or garage with
 2. potential for structural collapse);
 3. evidence of flooding or major drainage problems;
 4. proximity to open sewage;
 5. abnormal air pollution or smoke which continues throughout the year;
 6. fire hazards; and
 7. continuous or excessive vibration of vehicular traffic.

Lead Paint

- Current criteria regarding lead paint abatement affect units built prior to 1978 and occupied by children under the age of six. Detailed information on lead-based paint hazard elimination can be obtained by contacting the Public Housing Agency Rental Office.

Smoke Detectors

- The unit must include battery-operated or hard-wired smoke detectors in proper working condition that are installed at locations according to the local fire codes.

ADDITIONS TO HOUSING QUALITY STANDARDS MINIMUM STANDARDS:

- All openable windows must be screened.
- Exterior doors must not have locks that require an inside key to open.

PUBLIC HOUSING AGENCY

SAINT PAUL

555 Wabasha St. N. • Suite 300
 Saint Paul, Minnesota 55102-1017
 651-298-5158 • Fax 651-292-7917
 Hearing Impaired-Minnesota Relay: 7-1-1

INSPECTION FORM: SECTION 8 EXISTING HOUSING

CHECK LIST				4. OTHER ROOMS				P--Pass F--Fail I--Inconclusive																						
1. LIVING ROOM				Room Code 1. Bedroom 2. Dining Room 3. Family Room 4. Halls/ Corridors 5. Other	Location							7. HEATING/PLUMBING																		
1.1 Living room present	P	F	I										7.1 Adequacy of heating equip.	P	F	I														
1.2 Electricity													7.2 Safety of Heating Equipment																	
1.3 Electrical hazards													7.3 Ventilation/ cooling																	
1.4 Security						4.1 Room code							7.4 Water heater (Gas or Electric)																	
1.5 Window condition						4.2 Electricity/illumination							7.5 Water supply																	
1.6 Ceiling condition						4.3 Electrical hazard							7.6 Plumbing																	
1.7 Wall condition						4.4 Security							7.7 Sewer connection																	
1.8 Floor condition						4.5 Window condition							7.8 Appliance Type & Ownership																	
1.9 Def/Lead paint surfaces						4.6 Ceiling condition											Range	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric											
2. KITCHEN				4.7 Wall condition							Owner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant																	
2.1 Kitchen area present	P	F	I	4.8 Floor condition							Refrigerator																			
2.2 Electricity				4.9 Defective/Lead Paint Surfaces							Owner	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant																	
2.3 Electrical hazard				5. SECONDARY ROOMS						P	F	I	7.9 Utilities																	
2.4 Security				5.1 None (go to pt. 6)							Water Heater	<input type="checkbox"/> Gas				<input type="checkbox"/> Electric														
2.5 Window condition				5.2 Security							Heating Fuel	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric																	
2.6 Ceiling condition				5.3 Electrical hazards							<input type="checkbox"/> Oil																			
2.7 Wall condition				5.4 Other hazards							Number of water heaters	_____																		
2.8 Floor condition				6. BUILDING EXTERIOR						P	F	I	Number of furnaces	_____																
2.9 Def/Lead paint Surfaces				6.1 Foundation condition							Number of gas meters	_____																		
2.10 Stove/Range/Oven				6.2 Stairs/Rails/Porches							Number of electric meters	_____																		
2.11 Refrigerator				6.3 Roof/Gutters							8. HEALTH AND SAFETY																			
2.12 Sink				6.4 Exterior surfaces							8.1 Access to unit	P	F	I																
2.13 Food stor/prep/serv				6.5 Chimney							8.2 Fire Exits																			
3. BATHROOM				6.6 Defective/ LeadPaint Exterior Surfaces							8.3 Infestation-Evidence																			
				SUMMARY DECISION ON UNIT						8.4 Garbage/Debris																				
				Insp. Date	Results						8.5 Refuse disposal																			
3.2 Electricity				/ /	Pass	Fail	Inclusive				8.7 Interior hazards																			
3.3 Electrical hazards				/ /	Pass	Fail	Inclusive				8.8 Elevators N/A ()																			
3.4. Security				/ /	Pass	Fail	Inclusive				8.9 Air quality-Interior																			
3.5 Window condition				Notes									8.10 Site & Neighborhood																	
3.6 Ceiling condition													<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>8.11 Exterior doors do not require inside key to open.</td> <td><input type="checkbox"/> Pass</td> <td><input type="checkbox"/> Fail</td> </tr> <tr> <td>8.12 All openable windows below 4th floor are screened.</td> <td><input type="checkbox"/> Pass</td> <td><input type="checkbox"/> Fail</td> </tr> <tr> <td>8.13 Each bedroom area is protected by an operating smoke detector.</td> <td><input type="checkbox"/> Pass</td> <td><input type="checkbox"/> Fail</td> </tr> <tr> <td>8.14 Duplex common areas are metered separately.</td> <td><input type="checkbox"/> Pass</td> <td><input type="checkbox"/> Fail</td> </tr> <tr> <td>8.15 Water metered separately?</td> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> </tr> </table>			8.11 Exterior doors do not require inside key to open.	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	8.12 All openable windows below 4 th floor are screened.	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	8.13 Each bedroom area is protected by an operating smoke detector.	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	8.14 Duplex common areas are metered separately.	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	8.15 Water metered separately?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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3.7 Wall condition																														
3.8 Floor condition																														
3.9 Def/Lead paint surfaces																														
3.10 Flush toilet																														
3.11 Wash basin																														
3.12 Tub/Shower																														
3.13 Ventilation																														

PUBLIC HOUSING AGENCY

SAINT PAUL

555 Wabasha Street • Suite 300
Saint Paul, Minnesota 55102
651-298-5158 • Fax 651-292-7917
Hearing Impaired – Minnesota Relay: 7-1-1

Dear Property Owners and Managers:

Was this unit built prior to 1978?

If NO, then fill in the address of the unit on the attached lead-based paint disclosure form, write “Unit built after 1978”, sign and return immediately along with the lease and contract or renewal.

If YES, then complete the attached lead-based paint disclosure form, sign and have the Head of Household sign, and return immediately along with the lease and contract or renewal.

We cannot make a Housing Assistance Payment without the original, or copy of, the signed lead-based paint disclosure form.

Reason PHA is requiring the completion of the attached form:

Effective September 6, 1996, the Department of Housing and Urban Development implemented a new regulation for all residential property owners of units, *both subsidized and non-subsidized*, regarding disclosure of lead-based paint or lead-based paint hazards. These regulations pertain to units built prior to 1978 and require that certain information must be disclosed to *all* new purchasers or tenants before they become obligated under a sales contract or lease, or upon renewal of an existing lease. Many of you are already aware of these regulations, and have completed such required disclosure statements with each of your tenants.

HUD requires that the Saint Paul PHA have a *separate form* with the required disclosure statements in *each Section 8 file*. The language in the Request for Tenancy Approval that you and your tenant completed before lease-up does not suffice. The attached disclosure form is the lead-based paint certification form the PHA uses as part of our lease up and renewal process.

How often will I need to complete a lead-based paint disclosure form and submit it to the PHA?

As the regulations require, you need to complete a disclosure form with *all* of your *new* tenants (*both subsidized and non-subsidized*). After we have received a form for each of your Section 8 tenants, we will keep a copy in their file. You will only need to submit a disclosure form for each *new* Section 8 Tenant.

For additional information on lead hazards, call the Minnesota Department of Health – Lead Program at 651-201-4620/health.lead@state.mn.us, or the National Lead Information Clearinghouse at 1-800-424-LEAD (5323).

For purchasing additional lead based paint disclosure forms, call the Minnesota Multi-Housing Association at 952-854-8500/MMHA.com

Thank you for your cooperation.

St. Paul PHA Section 8 Staff

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, property owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. The disclosures or certification on this form pertain to the address listed below.

ADDRESS OF PROPERTY: _____ **ST. PAUL, MN** _____

YEAR PROPERTY WAS BUILT: _____

OWNER'S DISCLOSURE:

Initial one of the choices below (a or b or c).

- _____ (a) Owner **has no** knowledge of this property being assessed or tested for lead-based paint and/or lead-based paint hazards
- _____ (b) Owner **has** knowledge of this property being assessed or tested for lead-based paint and/or lead-based paint hazards. **For this choice (b) you must also initial 1 or 2 below:**
 - _____ (1) Known lead-based paint and/or lead-based paint hazards are present in the property and owner has provided tenant with any available records and reports pertaining to such hazards.
 - _____ (2) No lead-based paint or lead-based paint hazards were reported in this property and owner has provided tenant with any available records and reports.
- _____ (c) This unit **has not been tested** for lead-based paint and/or lead based paint hazards, however, a percentage of units in this multi-family development were tested and a summary of that information is attached.

TENANT'S ACKNOWLEDGMENT:

Initial d and/or e. (Note - the owner must provide the information that is indicated in both d and e.)

- _____ (d) Tenant has received copies of all information listed above.
- _____ (e) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT:

Initial. (Note - this is for Section 8 Only)

- _____ (f) Agent has informed the owner of the owner's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATE OF ACCURACY:

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

PRINT NAME OF OWNER/REPRESENTATIVE

PRINT NAME OF HEAD OF HOUSEHOLD

SIGNATURE OF OWNER/REPRESENTATIVE

SIGNATURE OF HEAD OF HOUSEHOLD

DATE

DATE

St. Paul PHA Section 8 "Lease Addendum"

Part 1: Effective Date of HAP Contract, End Date & Renewal Term of Lease
OWNER TO COMPLETE END DATE AND RENEWAL TERM

- The effective Date of this Contract will be .
- **End Date:** _____ (as stated in Lease).
- **Lease Renewal Term after initial lease term is completed**, as stated in Lease (Please select from the following options.)
 - Month-to-Month
 - 12 Months
 - Other (please specify): _____
- By signing this addendum, both the **tenant** and **owner** agree that the effective date for the HAP payment and Section 8 purposes will be the latest of :
 - 1) the effective date of the tenant's and landlord's lease,
 - 2) the date the unit passes inspection,
 - 3) the date the tenant moves into the unit, or
 - 4) the date the tenant is briefed and receives their voucher.

Part 2: Utility Allowance and Appliance Ownership

Please review the fuel type, who is providing each utility/appliance (T for tenant or O for owner), and who is paying for each utility appliance (T or O).

Item	Specify Fuel Type	Provided by	Paid by
Heating			
Cooking			
Water Heating			
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			

- By signing this addendum, both the tenant and owner agree that they will abide by this utility arrangement, and not alter this utility arrangement. Any variation from this agreed utility arrangement must be reviewed and approved by Section 8 before it takes effect. **If no approval is sought, and the utility arrangement differs from what is listed here and included in the HAP contract, the participant's voucher is subject to termination, and the owner's HAP contract is subject to termination.**

Part 3: Total Contract Rent

- The total, initial contract rent for this unit is \$.
- The tenant's initial portion of the rent is \$
- By signing this addendum, both the tenant and owner agree that they will not solicit, accept or bargain for any additional monies owed besides those amounts included here. Before increasing the rent, the owner must inform Section 8 of any rent increase, and receive approval for that increase before providing notice to the tenant. **The execution of any "side agreement" to this lease is grounds for immediate program termination.**

Part 4: HAP Tenancy Addendum Certification

HUD requires that all property owners attach the Section 8 Tenancy Addendum (Form 52641-A) to their lease with any participant in the Section 8 Housing Choice Voucher Program (24 CFR 982.308(b)(2)).

A copy of the Section 8 Tenancy Addendum is attached for you to give to the tenant. The owner's copy of the addendum is included in the HAP contract document.

- By signing below, the **owner** is certifying the owner has provided a copy of the Section 8 Tenancy Addendum to the Section 8 tenant. The addendum is hereby incorporated into the lease.
- By signing below, the **tenant** is certifying they have received the Section 8 Tenancy Addendum. The addendum is hereby incorporated into the lease.

Part 5: Incorporation and Execution

This addendum is hereby incorporated into the lease between owner and tenant, and made a part of this lease. Each party agrees to the promises and representations made within this document. Any failure to provide true or complete information will be grounds for immediate program termination. **WARNING: SECTION 1001 OF TITLE 18 OF THE U.S. CODE MAKES IT A CRIMINAL OFFENSE TO MAKE WILLFUL FALSE STATEMENTS OR MISREPRESENTATION TO ANY DEPARTMENT OR AGENCY OF THE U.S. AS TO ANY MATTER WITHIN ITS JURISDICTION.**

 Date

 Date

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

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

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A
Section by Section Instructions

Section 2: Tenant
Enter full name of tenant.

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

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

Section 5. Initial Lease Term
Enter first date and last date of initial lease term.

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

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

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

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

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract This

HAP contract has three parts:

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

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

**Signatures:
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 Payments to:

Name

Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

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

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

c. Amount of PHA payment to owner

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

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

e. Limit of PHA responsibility.

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

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

8. Owner Certification

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

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related

- b. criminal activity or any violent criminal activity. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

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

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

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

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
- (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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

17. **Entire Agreement: Interpretation**

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

SAMPLE

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b **Utilities and appliances**
- (1) The owner must provide all utilities needed to comply with the HQS.
 - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
- (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

c. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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