



Housing Choice Voucher Program

Landlord Handbook



Housing Choice Voucher Program

GHA Contact Information

Our main office is located: 1 Lincoln Street
Our mailing address: P.O. Box 209
Georgetown, SC 29442

Our office phone number....(843) 546-9621
Housing Choice Voucher Coordinator..... ext. 223
Executive Director..... ext. 227
Receptionist..... ext. 221

Welcome

Thank you for your interest in becoming a Housing Choice Voucher (HCV) landlord.

The Georgetown Housing Authority (GHA) appreciates your willingness to participate with low incoming housing programs.

The information in this booklet is intended to guide and inform you about the process. If you have any questions, please don't hesitate to contact us at 843-546-9621, extension 223.

Responsibilities of Owner/Landlord

- You must maintain the rental unit in a safe, decent, and sanitary condition.
- You must notify GHA of vacancy.
- You must charge 'fair market rent', which is reasonable and comparable in the area. Rent charged to HCV participants may not be higher than a non-subsidized tenant.
- You must lease to tenants without regards to race, sex, religion, national origin, source of income, or any other discriminatory reason.
- You may not rent to or from a relative or family member, unless they are disabled.
- You must allow HUD and/or GHA access to records, files, and the units upon request and reasonable advance notice.



Responsibilities of Tenant

- You must pay your portion of the rent on a timely basis.
- You must report any change in income or family circumstances in writing to GHA within 10 days of the date in which the change occurs.
- You must maintain the property in decent, safe, and sanitary condition at all times and allow for inspection upon reasonable advance notice.
- You must give 30 days notice in writing if you plan to move.
- You must abide by all the terms of the lease as outlined to you.



Responsibilities of GHA

- To provide information concerning the HCV program to owners, applicants, newspapers, and interested persons or groups.
- To take applications and verify eligibility, and to notify applicants of eligibility.
- To provide requirements to eligible families.
- To determine amount tenant will pay for rent/ utilities.
- Determine amount GHA will pay.
- Explain program and contract requirement to owner/landlord.
- Issue payments to owner/landlord and to tenant when required.
- Re-examine family circumstances at least annually or whenever tenant reports a change.
- Inspect units to determine if housing quality standards are met.
- Administer and enforce contract provisions.
- Practice and enforce fair housing requirements.



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Housing Choice Vouchers Fact Sheet

Housing Choice Vouchers Fact Sheet

Housing Choice Vouchers Fact Sheet U.S. Department of Housing and Urban Development (HUD)

What are housing choice vouchers?

The housing choice voucher program (HCV) is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.



The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

Am I eligible?

Eligibility for a housing voucher is determined by the PHA based on the total annual gross income and family size and is limited to US citizens and specified categories of non-citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. By law, a PHA must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income. Median income levels are published by HUD and vary by location. The PHA serving your community can provide you with the income limits for your area and family size.



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

If the PHA determines that your family is eligible, the PHA will put your name on a waiting list, unless it is able to assist you immediately. Once your name is reached on the waiting list, the PHA will contact you and issue to you a housing voucher.

How can I have a voucher holder utilize my rental unit?

Contact your local housing representative and they will collect information about your property. The information about your property will be shared with potential renters.



Local preferences and waiting list - what are they and how do they affect me?

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, a PHA may close its waiting list when it has more families on the list than can be assisted in the near future.



Housing Choice Vouchers Fact Sheet

PHAs may establish local preferences for selecting applicants from its waiting list. For example, PHAs may give a preference to a family who is (1) homeless or living in substandard housing, (2) paying more than 50% of its income for rent, or (3) involuntarily displaced. Families who qualify for any such local preferences move ahead of other families on the list who do not qualify for any preference. Each PHA has the discretion to establish local preferences to reflect the housing needs and priorities of its particular community.



Housing vouchers - how do they function?

The housing choice voucher program places the choice of housing in the hands of the individual family. A very low-income family is selected by the PHA to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size and composition.



The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

The rent subsidy

The PHA calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income or the gross rent for the unit minus 30% of monthly adjusted income



Can I move and continue to receive housing choice voucher assistance?

A family's housing needs change over time with changes in family size, job locations, and for other reasons. The housing choice voucher program is designed to allow families to move without the loss of housing assistance. Moves are permissible as long as the family notifies the PHA ahead of time, terminates its existing lease within the lease provisions, and finds acceptable alternate housing.



Under the voucher program, new voucher-holders may choose a unit anywhere in the United States if the family lived in the jurisdiction of the PHA issuing the voucher when the family applied for assistance. Those new voucher-holders not living in the jurisdiction of the PHA at the time the family applied for housing assistance must initially lease a unit within that jurisdiction for the first twelve months of assistance. A family that wishes to move to another PHA's jurisdiction must consult with the PHA that currently administers its housing assistance to verify the procedures for moving.



Housing Choice Vouchers Fact Sheet

Roles - the tenant, the landlord, the housing agency and HUD

Once a PHA approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the PHA sign a housing assistance payments contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and PHA -- has obligations and responsibilities under the voucher program.



Tenant's Obligations:

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



When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

Landlord's Obligations:

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



In order for your property to qualify for the program you must have ownership of the property or be a designated property manager by the owner (forms will be provided). All taxes and mortgages must be current.

In the event a voucher holder is occupying a unit that the landlord becomes deceased, the immediate family member or heir will be required to provide a copy of the will and legal documents pertaining to the transfer of ownership of the property. Until this is provided to the PHA, checks will not be released. In the event the will is in probate, the check will be made out to "The Estate of _____".

Housing Authority's Obligations:

The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family's income and composition at least annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.



HUD's Role:

To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.





Landlord & Tenant Law in South Carolina

Landlord and Tenant's Rights- An Overview

The S.C. Residential landlord and tenant act of 1986 spell out the rights and responsibilities of landlords and tenants in an effort to maintain and improve the quality of housing. They include:

Landlords:

- Maintain property in a safe, habitable condition, and ensure common areas are non-hazardous and reasonably clean.
- Provide adequate heat, water and other utilities; usage may be paid by the tenant.
- Set reasonable regulations about the use of units and common areas.
- Abide by local codes and regulations for safety and health and building codes.
- Maintain all electrical, gas, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances supplied with the unit.
- Complete repairs within 14 days of receiving written request from tenant.
- Provide adequate notice to tenant of entry to the unit (minimum 48 hours, except in an emergency).
- Provide 30 days written notice to vacate unit or to increase rent, and utilize summary court system for eviction. Rent may only be changed at lease anniversary and must be approved by GHA in advance.
- Refund the security deposit to the tenant within 30 days of vacancy less payment for rent due and/or damages. An itemized accounting must be sent to the tenant if money is withheld for these items. Security deposit amount is determined by GHA.
- Abide by the terms of a valid lease which may not contain provisions whereby the tenant waives his or her rights under the law.
- Follow SC law with regard to judgments for payment and seizure of property. SC law does not allow a landlord to seize property for payment of unpaid rent or repair costs. A landlord must go to the courts for a distress warrant and follow laws and codes as outlined.



Responsibilities of the Tenant:

- Pay rent by due date according to written or verbal agreement.
- Keep rented space clean, remove garbage, and use utilities reasonably.
- Request repairs in writing.
- Cause no deliberate damage to property.
- Be reasonably quiet and refrain from disturbing others.
- Avoid illegal activity (including drug activity).
- Permit landlord reasonable access for repairs, showings, and other maintenance.
- Allow only listed persons to reside in unit.



Remember! Take action through magistrate (summary) court to evict when tenant violates the lease or does not pay their fair share.



Fair Housing is the Law in South Carolina The South Carolina Human Affairs Commission Raymond Buxton, II –Commissioner

Housing Discrimination is against the Law in South Carolina

The South Carolina Fair Housing Law makes it illegal to discriminate in housing because of race, color, religion, sex, national origin, physical or mental handicaps, or familial status (families with children). The law applies to the sale, rental and financing of residential housing. Apartments, houses, mobile homes, and vacant lots to be used for housing, are covered by the Fair Housing Law. With a few exceptions, anyone who has control over residential property and real estate financing must obey the law. This includes rental managers, property owners, real estate agents, landlords, bankers, developers, builders, insurers, appraisers, and individual homeowners who are selling or renting their property.



Examples of Housing Discrimination:

The law prohibits the following acts based on race, color, religion, sex, national origin, handicap or familial status:

- Refusing to sell or rent housing
- Lying about the availability of housing
- Evicting someone from housing
- Discriminating in housing: rent, security of facilities

Case Examples of Discrimination:

- A real estate agent tries to persuade someone not to buy or rent a house in a certain neighborhood. This is called steering.
- A landlord refuses to rent an apartment to an applicant because the applicant is mentally disabled.
- A newspaper ad says that housing is available for white applicants.
- A black person answers a newspaper ad for an apartment. The landlord tells the person that the apartment has already been rented. It turns out that the apartment was not rented, and the landlord later rents it to a white applicant who answers the same ad.
- A landlord evicts a white tenant from her mobile home because her black friends visit her there.
- A resident manager refuses to rent an apartment to a family with children, will only allow families with children to live in certain buildings or on certain floors, or charges families with children higher security deposits.
- A landlord checks the credit records of all black and Hispanic applicants and uses small credit problems as an excuse to refuse to rent apartments to them; however, the landlord does not always check white applicants' credit records or overlooks small credit problems in their records.
- A property manager refuses to rent an apartment to a single woman, but will rent the apartment to a single man.
- A bank refuses to lend money to a house buyer who wants to purchase a house in a minority neighborhood. This is called redlining.
- A rental manager charges minority tenants a larger security deposit, or higher rent than white tenants.
- A female tenant and her family are evicted from their apartment because she refused the landlord's sexual advances.
- A landlord refuses to rent an apartment to a person with a service animal. The landlord considers the animal a pet.



Are You Being Discriminated Against?



The South Carolina Human Affairs Commission is a state government agency that enforces the South Carolina Fair Housing Law. If you think you have been discriminated against in housing, you should contact the Commission. The Commission will investigate your complaint to see if the law was broken. If there is a violation, the Commission can help get legal remedies to which you may be entitled. Most of the time, the Commission can settle housing discrimination complaints quickly and easily. If it is necessary, the Commission may hold a hearing or take discrimination cases to court.

Discrimination can be subtle. Often people may suspect that they have been discriminated against, but they are not sure they can prove it. Call the Commission if you suspect you have been discriminated against.

We are here to help.

If you feel you have been discriminated against, we want to hear from you.

How to contact the commission



Monday through Friday, 8:30 a.m. to 5:00 p.m.

Toll Free: 1-800-521-0725 (in state)

803-737-7800

Fax: (803) 737-7835

www.schac.sc.gov

E-mail: information@schac.state.sc.us

Our Address is:

South Carolina Human Affairs

Commission

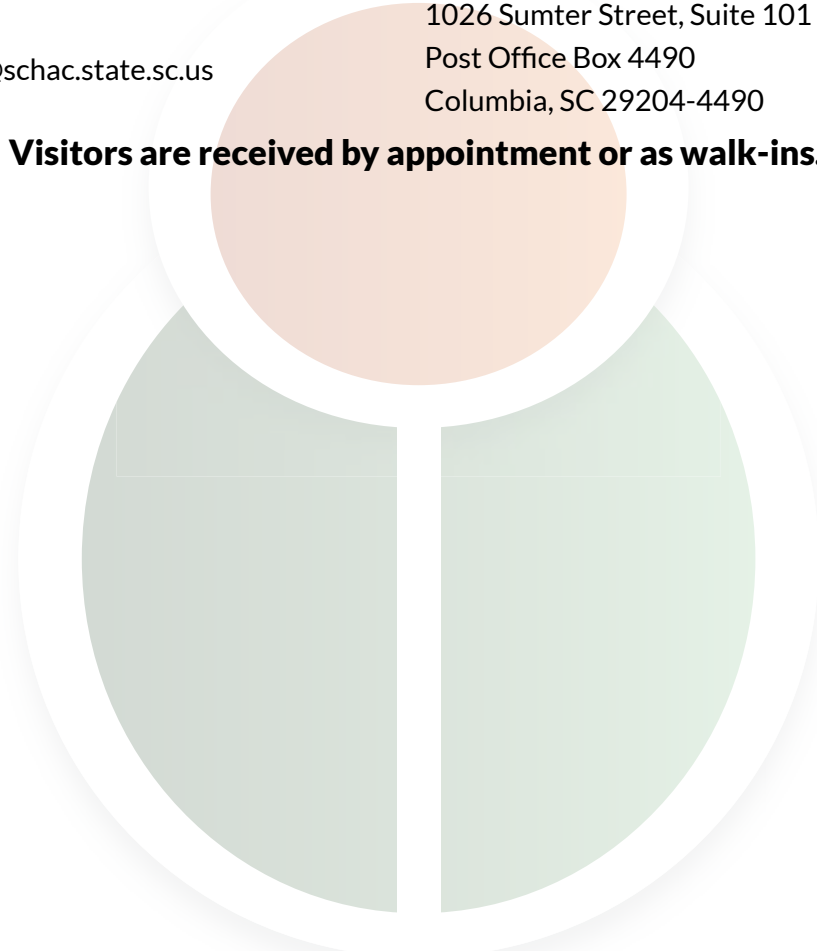
Fair Housing Division

1026 Sumter Street, Suite 101

Post Office Box 4490

Columbia, SC 29204-4490

Visitors are received by appointment or as walk-ins.



Landlord & Tenant Law in South Carolina



Introduction



Q. What is the South Carolina Residential Landlord-Tenant Act?

It is a law passed in 1986 that protects South Carolina house, apartment, and room renters and their landlords. If you live in government-assisted housing, this law protects you. You may also have additional protections under federal law.

Q. I don't have a written lease. Does the landlord tenant act still apply to me?

Yes. This law applies whether or not you have a written lease. Both oral and written agreements to rent are considered valid leases. The lease must be fair, honest, and reasonable to both the landlord and tenant.

Q. Does the law apply to me?

It applies to all renters, roomers, landlords and those who act for them, such as property managers. It does not apply to:

- Hospitals, group homes, schools, or other institutions;
- Employees of the landlord who get housing for their work and live on the work site;
- Tenants who own or partly own the unit;
- Units in a motel or hotel or where the landlord pays special tax on the room.
- There are other exceptions to the law. If you have questions, please call a lawyer.

Q. Do I need a lawyer if I have a problem with my landlord?

Maybe. First you should try to tell your landlord in writing about the problem. Be sure to keep a copy of any letters for your own records. If this does not help, you may want to file a claim against him in Magistrate's Court if the claim is under \$7,500. If your claim is over \$7,500, you will probably need the help of a lawyer to file in Circuit Court.

Q. Is there any limit to how much rent I can be charged?

There is no rent control in South Carolina unless you live in housing where your rent is based on your income.

Q. Does the law help me if I have been discriminated against in renting an apartment?

Not this particular law, but other laws do. If you feel you have been discriminated against, you should call the HUD Housing Discrimination Hotline, toll-free number is 1-800-669-9777. You can also look over Appleaseed's brochures about Housing discrimination.

Your Agreement to Rent

Q. What should be included in my rental agreement?

It should include the amount of rent to be paid, the date the rent is due, and the rules, rights and duties of both the tenant and the landlord.



Landlord & Tenant Law in SC

Q. What should not be included in the rental agreement?

It is illegal to include any conditions which make you give up any of your rights under law.

Q. What are my rights if the landlord includes any illegal conditions?

The illegal condition(s) cannot be enforced. You may sue your landlord in court and get money damages and reasonable attorney's fees. Other parts of the lease may still be enforced. Just because one part of the lease is illegal does not mean the entire lease is illegal.

Q. Can a lease be enforced without either the tenant's or the landlord's signature?

Yes, if the landlord gives the tenant a copy, the tenant moves into the unit and pays rent, and the landlord accepts the rent.

Q. Can the landlord make new rules after I move in?

Yes.

Q. Does the law protect me against unfair rules?

Yes, because: You must be told about the rules when you move in or when new rules are made; The rules must apply to all tenants in the premises and be reasonable, clear, and fair; and The landlord can't use the rules to avoid his or her responsibilities under the law.

Q. What if I don't like the new rules?

If you feel like the new rules change your agreement a lot, you should write the landlord within 30 days telling him or her that you object to the new rule.

Q. How much notice must be given before either the landlord or the tenant can end the lease?

If your lease is written, the amount of notice should be stated in it. If you have an oral agreement, either the landlord or the tenant may end the lease by giving notice to the other party. Proper notice is 7 days if you rent by the week or 30 days if you rent by the month. The notice must be in writing.

Security Deposits



Q. What is a security deposit?

It is the tenant's money or property held by the landlord in case there are damages to the unit or the tenant doesn't pay the rent.

Q. How do I get my deposit back when I move?

Ask for your deposit back and give the landlord your new address in writing. Keep a copy for your records.

Q. How long does the landlord have to return the deposit?

The landlord has **30 days** after you move out or after you ask for it back, whichever is later.

Q. When can a landlord keep my security deposit?

Your landlord must give you an itemized list for any amounts deducted from your security deposit. This includes accrued rent or damages to the unit, for example.

Q. What happens to my security deposit if the landlord sells the place I am renting?

You still have a right to get your security deposit back, when the rental agreement ends.



What Must the Tenant Do?

Q. What are my responsibilities as a tenant?

- Pay rent on the date it is due.
- Do not harm the landlord's property or disturb the other tenants.
- Do your part to keep the unit safe and clean.
- Be responsible for your guests' actions.



Rent

Q. What is rent?

It is any payment for use of the rental unit. This payment includes late charges, but not security deposits or any other charges.



Q. If I don't pay the rent, what can the landlord do?

He must send you a written demand giving you five days to pay the overdue rent. If the rent is not paid within these five days, the landlord can go to the magistrate to bring a case against you and try to evict you. Check your lease! Your landlord does not have to give you a written demand for the overdue rent if your lease says in big print that no additional notice will be given beyond notice in the lease. If you have a written rental agreement, your landlord only has to give you a written notice for the overdue rent once during the period.

Q. If I have not paid my rent, can the landlord take any of my property?

Only if the landlord goes to the magistrate and has you served with a distress warrant allowing her to hold your property. Some property cannot be taken. If you are served with a distress warrant, you should see a lawyer immediately.

Conduct

Q. My landlord wants to evict me because my children have been leaving garbage outside the dumpster and he claims it is attracting rats. Can he do this?

Yes.



Q. Sometimes my friend comes over and creates a disturbance by kicking in the door, breaking windows, etc. Can I be forced to move out?

Maybe. It depends on how often this happens or how serious it is.

Q. I can't afford to have my water turned on right now. Can I be forced to move out?

Yes, because the plumbing will not work, and it is illegal to live in unsanitary conditions.

Q. My landlord came in to fix my sink and left me a note that my house was a health hazard and unless I straightened it up he would evict me. Can he do this?

Not if your apartment was only messy. If your house is rat or roach infested because of how you keep it, then he can.



Complaints



Q. How do I make a complaint?

Written notice can be given at the place of business where the rental agreement was made or at any place where you pay your rent. Oral notice can also be given, but it is better to put the complaint in writing. The landlord should provide you the name of a person to contact if you have problems, such as a property management company. Always keep a copy or log of complaints you have made.

Evictions



Q. Can my landlord evict me without going to court?

No. Any other method, like locking you out or turning off the utilities, is illegal. If the landlord tries to evict you in an illegal way, you may be able to stay in the house and get damages and attorney's fees from the landlord.

Q. If my landlord goes to court to evict me, what can I do?

If you are served with eviction papers or a Rule to Show Cause, you should go to a lawyer right away. You only have ten days from the date you are served to respond to the eviction notice. If you do not respond, the magistrate will issue an order to put you out called an ejection order.

Before you go to court, think of any defenses you might have. For example, if your landlord knew that your apartment was in bad shape before your rent was due and had time to repair but did not, you should tell the judge. The magistrate may let you stay if you can show that your apartment is not worth the rent the landlord wants for it. You would then pay what it is worth.

Q. Can my landlord evict me for complaining about the condition of my apartment?

No. It is illegal for a landlord to try to get even with you for complaining.

Q. Can the landlord evict me if I've been accused of a crime?

No, she must prove you committed the crime.

Q. Can the landlord evict me if I am criminally convicted for breaking the law in my home?

Probably. You cannot use your home for illegal activities, and you cannot allow your family or anyone else to use it for illegal purposes.

What Must The Landlord Do?



Q. What are the landlord's duties?

The landlord cannot interfere with your use of the property. The landlord must make all of the repairs and keep the unit in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas, like stairs, hallways, yards and the parking lot, in a safe condition.

Q. Can the landlord refuse to make repairs if I'm late or behind in paying rent?

No, the landlord must follow the law and state and local building and housing codes. These codes generally require the property be kept in good shape.



Q. Do I have to fix the landlord's furnace or plumbing?

No, the landlord must make heat and running hot and cold water available and must keep electrical plugs, plumbing, ventilation, and appliances in safe, working order.

Q. What if the landlord's appliances, like the stove or air conditioner, don't work?

The landlord must keep all appliances that came with the unit in reasonably good and safe working order.

Q. Are there any exceptions to the landlord's duties?

Yes. You and your landlord can agree in writing for you to fix certain things in the unit as long as the landlord is not trying to avoid making repairs he has to make under the law.

Q. How can I get the landlord to make repairs if I can't contact her?

When you agree to rent the unit, the landlord must give you in writing the name of a person to contact if you have problems with the unit.

Q. If the landlord won't make repairs and I want to move, what should I do?

Give your landlord written notice of the problems and warn him that if the problems are not fixed in 14 days or within a reasonable time, you will move. If the landlord still does not make repairs, you can move and will no longer owe him any more rent. He must still return your security deposit if there are no reasons to hold it.

Q. If the landlord won't make repairs and I can't move, what should I do?

You can take your landlord to court and ask a judge to order your landlord to make the needed repairs. You can talk with a lawyer about doing this for you.

Q. What if I want to stay but my landlord says she can't make the repairs unless I move?

You can go to court and ask for money damages caused by your having to move because the landlord will not repair. These damages can be things such as moving costs and higher rent at another apartment. The judge will decide if you get the money damages.

Q. What can the landlord do if I damage his property?

The landlord can send you written notice that the damage must be repaired within 14 days. If you do not have the repairs made within 14 days, the landlord may enter the apartment and make the repairs. The landlord may also go to court to evict you.

Q. Does the landlord have a right to come into my home whenever she wants?

No. In most cases, she must give you 24 hours' notice before entering your apartment.

Q. What if there is an emergency in the house?

IF there is an emergency, such as a fire or broken pipes, then the landlord may enter without your permission.

This information was produced by the South Carolina Appleseed Legal Justice Center and is for information only. If you think you need legal assistance, you may want to contact your local legal services program by calling Legal Aid Telephone Intake Service for a referral at 803-744-9430 in Columbia or toll free at (888) 346-5592 from other places in the state.

SC Appleseed fights for low income South Carolinians to overcome social, economic and legal injustice. To find out more about SC Appleseed, go to: www.scjustice.org



South Carolina Bar Tenants' Rights and the Law Provided as a public service of the South Carolina Bar Association

Your Agreement To Rent

The rental agreement should include the amount of rent, the date of the payment and the rights and obligations of the tenant and the landlord. If the landlord includes any illegal conditions, the tenant may sue. You do not need a written agreement for the law to apply. All oral and written agreements to rent are considered leases. To be enforceable, the agreement must be fair, honest and reasonable to both parties.



Must I give notice to end the rental agreement?

The amount of notice required should be noted in your written agreement. If you have no written agreement, proper notice is seven days if you rent by the week, or 30 days if you rent by the month.

Can the landlord make new rules after I move in?

Yes. You must receive notice of rules when changes are made. If you feel that the new rules substantially change your agreement, write the landlord within 30 days. The rules must be reasonable, clear and fair. The landlord cannot use the rules to avoid his or her responsibilities under the law.

Security Deposits

A security deposit is money that the landlord holds in case there are damages or if rent is unpaid. The security deposit may not be applied to normal wear and tear. Before you move, ask for your deposit and give the landlord your new address in writing. The landlord should return the deposit within 30 days or provide a written list explaining the amount withheld.



Tenant's Responsibilities

The tenant must pay rent on the date set by the landlord and keep the premises safe and clean. Tenants must not harm the property or disturb other tenants. Tenants are responsible for their guests' actions. If rent is not paid, the landlord must send a written demand. If it is not paid within five days of the due date, the landlord can ask a magistrate to evict the tenant. If there is a written rental agreement, the landlord only has to give written notice for the overdue rent once. Alternatively, if the written rental agreement contains a notice that the landlord will terminate the lease if the rent is five days late or if the landlord has previously given the tenant notice during the same rental period, then the landlord can ask the magistrate to evict the tenant without further notice. If you have not paid your rent, the landlord cannot take or hold your property without first going to the magistrate and having you served with a distress warrant. Some property cannot be taken. If you are served with a distress warrant, consult a lawyer. If you move or abandon the property and leave some property worth less than \$500, the landlord may not have to go to court to hold and sell that property. If a court finds that the tenant's nonpayment of rent is not in good faith, then the court can order the tenant to pay the landlord's attorney's fees.



The Law

The South Carolina Residential Landlord-Tenant Act, passed in 1986, protects South Carolina renters and landlords. The law applies to all renters and landlords, except:

- Hospitals, group homes, schools and other institutions;
- Employees of the landlord who receive housing for their work and live on site;
- Tenants who own or partly own the unit;
- Rental of a motel or hotel room if the landlord pays special tax on the room; and
- Residence at a public or private charitable or emergency protective shelter.



Do I need a lawyer if I have a problem?

Maybe not. First, notify your landlord of the problem in writing. (Be sure to keep a copy.) If you are not satisfied in a reasonable time, you may file a claim against your landlord in magistrate's court.

Evictions

A landlord cannot evict a tenant, without going to court. It is illegal to lock a tenant out or turn off the utilities. If your landlord tries to evict you illegally, you may be able to stay in the house and recover damages and attorney's fees. If you are served with eviction papers, consult a lawyer. You must respond within 10 days. If you do not respond, the magistrate will issue an ejection order. A landlord may be able to evict you if you have been accused of a crime though not yet convicted. If you are convicted for breaking the law in your home, you probably can be evicted. You cannot use your home or allow anyone else to use it for illegal activities. If your landlord knew your apartment was in bad condition before your rent came due but failed to make repairs, tell the judge. The judge may let you pay a reduced rent based on the true value of the rental property.



Landlord's Responsibilities

The landlord is not to interfere with the tenant's use of the property but must provide essential services. With few exceptions, the landlord must provide sanitary plumbing, sewer services, and electrical and gas connections. The landlord must make all repairs to keep the premises in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas (stairs, hallways and parking lots) safe.



Can the landlord refuse repairs if I am late or behind with my rent?

No. State and local building and housing codes require that the property be kept in good condition. When you agree to rent, the landlord must give you in writing the name of person to contact for repairs.

What can I do if the landlord doesn't make repairs?

Give the landlord written notice of the problems with a warning that you will move if repairs are not made within 14 days or reasonable time. If the landlord still does not make the repairs, you can end the agreement and move without paying additional rent. This option is only available when the problems put you or your family's safety at risk. The security deposit must be returned if there is no reason to hold it. You cannot make repairs yourself and deduct that cost from your rent. You can go to court and ask judge to order the landlord to make the repairs. If the landlord says you must move before repairs can be made, you can ask for damages, such as your costs to move and pay rent at another apartment.

What can my landlord do if I damage the property?

The landlord can send you written notice that the damage must be repaired within 14 days. If you do not do so, the landlord may enter the apartment and make the repairs and also may go to court to evict you.

Can the landlord enter my home at any time?

No. Generally your landlord must give you 24 hours' notice and get your okay to enter. If there is an emergency such as a fire or broken water pipe, the landlord can enter without your permission.



Landlord & Tenant Law in SC

If a court order or the police are involved, the landlord is not required to give you advance notice. If your landlord enters without notice, you can take him or her to court for violating your rights. The tenant may not restrict the landlord's access to the property by changing the locks without the landlord's permission.

Discrimination

Landlords are prohibited by law from discriminating against potential renters. If you feel you have experienced discrimination, call the Housing Discrimination Hotline at (800) 424-8590.



Manufactured Housing Exception

Rental of certain manufactured housing is governed by different rules found in the Manufactured Home Park Tenancy Act. For more information, visit the South Carolina General Assembly's Website at www.scstatehouse.net. **The PHA cannot approve mobile homes built prior to 1976.**



General information: South Carolina Bar Lawyer Referral Service

If you need a lawyer, contact the South Carolina Bar Lawyer.

Referral Service from 9 a.m. to 5 p.m. Monday through Friday, call 1-800-868-2284.

Additional Legal Tips Available : To access prerecorded information on other legal issues, call the South Carolina Bar's Law Line. In South Carolina, call 1-800-521-9788. Follow the recorded instructions.

Provided as a public service of the
South Carolina Bar Association,
P.O. Box 608, Columbia, SC 29202

(803) 799-6653 | Fax: (803) 799-4118 | www.scbars.org





Housing Assistance Payments Contract (HAP)

Housing Assistance Payments Contract

Housing Assistance Payments Contract Obligations

The contract you signed with Georgetown Housing Authority is called the **Housing Assistance Payments Contract (HAP)**. Each landlord should take the time to read and question the provisions of HAP.

Some special points to remember:



- By endorsing your payment check each month you are certifying repeatedly that the unit is in safe, decent condition and is occupied by the persons shown on the latest lease or lease addendum.
- Failing to collect the correct amount due from the tenant (either more or less) is fraud. The contract requires you to collect the full rent as defined by the current notice whether from GHA or from the tenant. Do not let the tenant get months behind simply because the housing authority pays the bulk of the rent. Do not allow the tenant to remain in the unit if he or she fails to pay the fair share as determined by GHA even if the amount due from the tenant is as little as \$1.00. You cannot collect late charges from HCV tenants.
- If you make an agreement with a tenant to let them move in prior to a signed/executed lease and HAP you cannot claim for payment from GHA for retroactive rent. Rent is paid effective only the date shown on the lease and HAP.
- GHA has the right to abate (stop) payments for any failure by the owner to comply with regulations. Failure to make needed repairs after notice is a violation of the terms of your contract. The unit must meet minimum HQS (housing quality standards) in order for payment to be made.
- Tenant abuse to your unit does not excuse you from providing a safe, decent, and sanitary property. You must make repairs even if intentional damage was done by the tenant or tenant's guest. You have the recourse to evict the tenant for these damages and you have the right to demand payment from the tenant still in occupancy to pay repair costs within 30 days of billing. Do not make the mistake of leaving broken or damaged items because the tenant is irresponsible, negligent or abusive. Remember, your obligation is to provide a safe, decent, sanitary environment. Be sure to inspect your property on a regular basis. Drive by and check the exterior as often as possible. Notify the tenant and inspect the interior twice a year at a minimum. GHA only inspects one time a year, by this time an abusive tenant could cause serious and costly damages to your property. If you rent furniture to the tenant those costs are not reflected in your HAP and GHA will not reimburse you for any losses to furniture or decorations, etc.
- Notify GHA of impending evictions. HCV residents are required to abide by the drug free policy of Georgetown Housing Authority. Use, sale, distribution or manufacturing of illegal drugs is grounds for termination of HCV assistance.
- Require tenants to have all utilities connected in their name (same name as on the lease). This avoids problems in the future if services are terminated. If you leave utilities in your name, you run the risk of having to pay all the arrears accumulated by the tenant. If utilities are included in the rent, you may not terminate basic utility service for non - payment of rent. Your recourse is eviction. Do not deprive tenants of basic services.

Any time you have questions or an unusual situation occurs, contact GHA. Two heads may be better than one and at least you will have a partner in your error. GHA is here to help you and your tenant have a happy and cooperative relationship. Let us know how we can help you!



Housing Assistance Payments Contract

Security Deposits



- Owners may collect a security deposit that is no more than one month's rent. Owners may not collect more than they would collect from an unassisted tenant. If the owner requests a security deposit to hold the unit, be sure the receipt notes that it is refundable if the unit is not approved by GHA. GHA does not assist with security deposits or utility deposits; this is the responsibility of the tenant.
- When a tenant moves out, the owner, subject to state or local law, may use the security deposit including any interest as reimbursement for any unpaid rent, damages to the unit, or for other amounts the tenant may owe under the lease.
- The owner must give the tenant a written list of all items charged against the deposit, and the amount of each item. After deducting the amount, if any, the owner must refund the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant may owe under the lease, the owner may seek to collect the balance from the tenant.

Notice of Occupancy Rights under the Violence Against Women Act (VAWA)

- The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that GHA is in compliance with VAWA. The lease has been amended to include your obligations to VAWA. Please review the VAWA Bill of Rights Lease addendum.



Housing Assistance Payments Contract

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

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

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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



Housing Assistance Payments Contract

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.



Housing Assistance Payments Contract

8. Utilities and Appliances

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

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

Signatures: Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)



Housing Assistance Payments Contract

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.



Housing Assistance Payments Contract

- (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



Housing Assistance Payments Contract

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

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

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

12. Exclusion of Third Party Rights

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



Housing Assistance Payments Contract

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.**



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

17. Entire Agreement: Interpretation

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



Housing Assistance Payments Contract

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**



Housing Assistance Payments Contract

- (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



Housing Assistance Payments Contract

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

e. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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



Housing Assistance Payments Contract

- 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.





Model Lease for Subsidized Programs

Model Lease for Subsidized Programs

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are ^(A) _____, referred to as the Landlord, and ^(B) _____, referred to as the Tenant. The Landlord leases to the Tenant(S) unit number ^(C) _____, located at _____ in the project known as ^(E) _____.
2. Length of Time (Term): The initial term of this Agreement shall begin on ^(F) _____ and end on ^(G) _____. After the initial term ends, the Agreement will continue for successive terms of one ^(H) _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$ ^(I) _____ for the partial month ending on ^(J) _____. After that, Tenant agrees to pay a rent of \$ ^(K) _____ per month. This amount is due on the ^(L) _____ day of the month at ^(M) _____.
- The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.
4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;



Model Lease for Subsidized Programs

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$^(N) on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees



Model Lease for Subsidized Programs

that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays directly		Put "x" by any Utility Included in Tenant Rent
(0) _____	Heat	(0) _____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (Specify. _____)	_____
_____	_____	_____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

	(3)
	Show \$ Amount Tenant Pays to Landlord in Addition to Rent
Parking	\$ (0) _____
Other (Specify.)	\$ _____
_____	\$ _____
_____	\$ _____

8. Security Deposits: The Tenant has deposited \$^(P)_____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.



Model Lease for Subsidized Programs

- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at^(Q) _____%, beginning^(R) _____, less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within^(S) _____ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$^(T) _____ for each key not returned.

Maintenance:



Model Lease for Subsidized Programs

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;
- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent



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shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.
13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
14. Rules: The Tenant agrees to obey the House Rules which are



Model Lease for Subsidized Programs

Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
15. Regularly Scheduled Recertifications: Every year around the^(v) _____ day of^(v) _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.
16. Reporting Changes Between Regularly Scheduled Recertifications:
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.



Model Lease for Subsidized Programs

- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days



Model Lease for Subsidized Programs

after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.



Model Lease for Subsidized Programs

20. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.



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23. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant is 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;



Model Lease for Subsidized Programs

8. if the tenant is violating a condition of probation or parole under Federal or State law;
9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- d. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:



Model Lease for Subsidized Programs

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the



Model Lease for Subsidized Programs

following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).
28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

- 1. ^(W) _____ /_____/_____
Date Signed
- 2. _____ /_____/_____
Date Signed
- 3. _____ /_____/_____
Date Signed

LANDLORD
BY:

- 1. ^(W) _____ /_____/_____
Date Signed

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants. This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.



Model Lease for Subsidized Programs

**VIOLENCE, DATING VIOLENCE
OR STALKING**

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

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider 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, 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 that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Violence Against Women Act (VAWA)

[GEORGETOWN HOUSING AUTHORITY¹]

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation³. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under

[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM] solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

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

1. The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

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

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

Removing the Abuser or Perpetrator from the Household

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

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

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

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

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

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

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

Violence Against Women Act (VAWA)

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

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

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

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

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

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

Confidentiality

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

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

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

Violence Against Women Act (VAWA)

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

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

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

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

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

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

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

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Christina S. Woodruff, Executive Director, Certified Victim's Advocate, Georgetown Housing Authority

For Additional Information

You may view a copy of HUD's final VAWA rule at [www.hud.gov].

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

For questions regarding VAWA, please contact **Christina S. Woodruff, Executive Director, 843-546-9621, ext. 227.**

Violence Against Women Act (VAWA)

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact

The Family Justice Center – 24 hour hot line – 843-436-3733, office – 843-546-3926

City of Georgetown Police Department 843-545-4300

Georgetown County Sheriff's Department – 843-546-5102

Rape Crisis Center of Georgetown – 843-545-5198.

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

For help regarding sexual assault, you may contact:

Rape Crisis Center of Georgetown – 843-545-5198

Victims of stalking seeking help may contact:

City of Georgetown Police Department 843-545-4300

Georgetown County Sheriff's Department – 843-546-5102

Attachment: Certification form HUD-5382 [form approved for this program to be included]

Did you know...

- Georgetown Housing Authority started their victims of domestic violence program in 1999, and was one of the first housing authorities in the United States to institute such a program.





Inspections

Passing the HCV Housing Quality Standards (HQS) Inspection- Commonly Failed Items

All property must pass a HCV HQS inspection before the property can be placed on the HCV program. The property passes inspection when it is in compliance with the HUD Housing Quality Standards and the GHA Acceptability Criteria Variations.

The following 25 items are the main reasons why most properties fail the inspection. **Correcting these items prior to the inspection will give an estimated 95% assurance that the property will be in compliance with HQS and ACV and pass inspection.**

The first 10 items are by far the most commonly failed items. The next 15 also have been found to contribute significantly to failed inspections.

The items are listed in order of highest to lowest failure rate:



1. Utilities not turned on. All utilities must be on and all appliances and equipment operable. The utilities may be in the landlord's name for the inspection, but must be transferred into the name of the tenant before the Housing Assistance Payment (HAP) Contract is executed.
2. Missing light globes.
3. Cracked/missing electrical switch plates and receptacle covers.
4. Windows painted shut.
5. Smoke detectors, missing batteries.
6. Chipping/peeling paint on siding, window sills, trim, porches, etc.
7. Open ground receptacles.
8. Foundation vents missing or foundation vent screening missing or damaged.
9. Water temps too high, must be between 100 and 120 degrees Fahrenheit (at tap).
10. Refrigerator temperature too high, must be no higher than 38 degrees.
11. Handrails required for four (4) or more risers.
12. Holes and cracks in foundation.
13. Doors: Must be weather tight with workable locks and no double cylinder deadbolts.
14. Handrails/guardrails: Maximum of 4" between vertical members.
15. No GFCI receptacles in kitchen and bathroom.
16. No attic access, R-19 or better insulation required in the attic.
17. Water Heater: Must have drain pipe to T & P relief valve, no leaks.
18. Broken/cracked window panes and windows without secure, workable locks.
19. Bathroom must have at least one window that can be opened or a mechanical vent system.
20. Storm doors: All components must be present and operable.
21. Bedrooms: No blocked egress (windows, doors) – at least one window must provide unobstructed egress from the room.
22. Stove: All burners and oven must be operable. All knobs must be present and marked.
23. Refrigerator: All components must be present and workable.
24. Gutters and downspouts must be sound and secure and free from hazard.
25. All dwellings units must display house numbers as assigned by the local jurisdiction.



HCV Housing Inspection Check List

The following is a partial listing of items that Landlords must be met in order to meet minimum HUD and GHA Standards.

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Exterior Doors: Open, close, lock properly and weather sealed with a threshold and or/door sweep. <input type="checkbox"/> Interior Walls: No loose peeling paint. No nail holes, cracks, buckling, bowing, or leaning walls. No loose, peeling paint, wallpaper, or paneling. Inoperable electrical wall space or baseboard heaters must be removed. All patched/ repaired areas must match in color/ texture to rest of wall. No holes in wall behind doors. <input type="checkbox"/> Interior Doors: Open, close properly with workable privacy locks and door stops. No holes and patched/ repaired areas must match in color/texture as rest of door. <input type="checkbox"/> Floors: Floor covering must be full coverage with no holes and flush to wall and properly attached at edges. Carpeted floors must be freshly cleaned with no piles/ridges. Floors should not have any holes, sagging, soft areas, buckling, deterioration, or tripping hazards. <input type="checkbox"/> Kitchen: Stove/Range is not required to be furnished by the Landlord. If furnished by Landlord, then elements must be in proper working order and clean with drip pans. Inside range (oven) elements must be working and clean inside. <input type="checkbox"/> Kitchen: All stove/range knobs must be properly attached and easily readable. Range hood exhaust fan and light must be in proper working order. <input type="checkbox"/> Kitchen: Refrigerator is not required to be furnished by Landlord, but if furnished by Landlord, then all door gaskets, seals, door handles, shelves and racks must be in place and in good condition. Inside and outside of refrigerator must be clean and free from rust. <input type="checkbox"/> Bathrooms: Needs tissue holder, towel rack, soap dish holder, tooth brush holder and medicine cabinet. | <ul style="list-style-type: none"> <input type="checkbox"/> Bathrooms: Bathtub with shower head that functions properly and exhaust fan or window are required. <input type="checkbox"/> Bathrooms: Toilet must be properly secured to the floor and clean. Water tank must have correct type cover. <input type="checkbox"/> Bedrooms: Smoke detectors must be within 10 feet of each other. <input type="checkbox"/> Hall: Smoke detector required in hall battery type is ok. <input type="checkbox"/> Ceiling: No holes, cracks, buckling, sagging, mildew, or loose, falling stipple. <input type="checkbox"/> Windows: If designed to be opened must open, close, and lock properly. <input type="checkbox"/> Windows: No cracked or broken panes. <input type="checkbox"/> Bedroom windows: Window required in each bedroom/sleeping area. Each bedroom/sleeping area is required to have an unrestricted (window) egress in case of emergency/fire. <input type="checkbox"/> Plumbing Fixtures: No leaks in water lines, faucets or sewage drain lines. Adequate water pressure and proper drainage for water and sewage. All plumbing fixtures must be clean and handles properly attached and secured. <input type="checkbox"/> Water Heater: Must have temperature relief valve with discharge drain line run outside of dwelling within 6 inches of ground. Electrical wiring to and from water heater must be safe and meet residential housing codes. <input type="checkbox"/> Electrical: Breaker/fuse box should be covered properly and with no blanks or empty spaces in box. <input type="checkbox"/> Electrical: All receptacles, light switches and fixtures must be working properly. No broken/cracked receptacles cover plates. Light globes in place. <input type="checkbox"/> Exterior of Unit: Unit needs to be clearly identified with house numbers easy to read from the road. | <ul style="list-style-type: none"> <input type="checkbox"/> Exterior of Unit: Steps/porches if 30' high or higher and/or has three (3) or more steps - must have handrails. <input type="checkbox"/> Exterior of Unit: LEAD BASED PAINT - units built before 1978. Any peeling, cracked, chipped paint must be covered (with vinyl) or scraped and repainted and chips removed from the ground. This includes fascia, soffit, windows, and window seals. <input type="checkbox"/> Exterior of Unit: No cracked/chipped/ peeling paint or deteriorating wood on fascia, soffit, windows, etc. <input type="checkbox"/> Exterior of Unit: Asbestos siding on exterior of unit will not be approved. <input type="checkbox"/> Exterior of Unit: Exterior walls are to be free from holes and deterioration. No mold or mildew on exterior <input type="checkbox"/> Exterior: Foundation must be underpinned with no cracks, holes, or missing foundation vents. Foundation access door must open and close properly. <input type="checkbox"/> Exterior: Grounds must be of safe and sanitary condition. No livestock pens, trash dumps. Inoperable or unlicensed vehicles, no timber/lumber piles. <input type="checkbox"/> Exterior: Area around unit must be clean and neat with no excessive vegetation. Vegetation/tree limbs should not be touching the unit. <input type="checkbox"/> Exterior: The HVAC should be free of vegetation and no debris, junk, trash on or around it. HVAC duct work should not be bent or in disrepair. <input type="checkbox"/> Roof: No water leaks/rotting wood on roof, eaves, fascia or soffit. <input type="checkbox"/> Sewage: Septic tanks and connections must be approved by an appropriate agency. |
|---|--|--|

It is not possible to cover every item in a unit/house that might need repair(s) or improvement(s). The list below is a partial listing of items that must be met in order to meet minimum HUD and Georgetown Housing Authority Standards



HCV Maintenance Request Form

This is an example of the form that GHA provides to our clients for the express purpose of reporting problems in their unit to their landlord. This helps to facilitate better communication between the tenant and the landlord. Once the tenant fills out the request for maintenance, they provide a copy to the landlord and GHA. They retain the third copy for their records. The PHA does use these forms as a tool to monitor repair request in the unit and to insure that the landlord and tenant are meeting Housing Quality Standards.

**HOUSING CHOICE VOUCHER PROGRAM
GEORGETOWN HOUSING AUTHORITY**

Maintenance Request

000504

Date Received	Time Received
Received By	
Service Address	No.
Resident	Phone
WORK REQUESTED	
Charge To: <input type="checkbox"/> Resident <input type="checkbox"/> Management <input type="checkbox"/> Owner <input type="checkbox"/> N/A \$ _____	
ASSIGNED TO	
<input type="checkbox"/> WORK COMPLETED	
Date / Time Started	Date / Time Completed
Total Time	Completed By
Approved By	
Remarks	





