OWNER’S GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
“Become a partner in bringing sunshine into lives of low-income families through our community”
Dear Owners-Managers:

Thank you for your interest in the Southern Nevada Regional Housing Authority’s (SNRHA’s) Section 8 Housing Choice Voucher (HCV) Program. This guide to policies, procedures and regulations governing the program is presented as a tool to assist you as you consider establishing a working relationship with our organization.

The rules and regulations for the Housing Choice Voucher (HCV) Program are determined by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR 982. If you are a rental property owner or manager, this handbook will assist you in understanding how the program works. The success of the program depends on the local contracts with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in our community rely on owners like you who are willing to participate in this program.

Perhaps more than any other program operated by this agency, the Section 8 Housing Choice Voucher Program exemplifies partnerships to build stronger neighborhoods by
providing housing options and professional services for eligible residents and owners of Clark County. We strive to be a national pace-setter among housing providers and you can play a vital role to ensure we meet our goals.

Approximately 6500 private property owners and management agents are currently working with the Section 8 HCV Department to provide privately-owned and operated housing to over 9000 low-income families throughout Clark County under contract with the Southern Nevada Regional Housing Authority. SNRHA provides monthly rental assistance payments directly to the owners or agents via automated direct-deposit, filling the gap between what a family can afford to pay and the actual rental amount.

All families holding a Section 8 Housing Choice Voucher and owners participating in the program are subject to federal rules and regulations as well as compliance with SNRHA’s policies and procedures. It is our responsibility to enforce these to assure program compliance. At the same time, we have established the goal of balancing compliance with customer service and will make every effort to assist you in understanding your role and responsibilities.

We look forward to your partnership in SNRHA’s mission to provide affordable housing to low-income families throughout Clark County.

Sincerely

[Signature]
Deloris Sawyer
Director of Housing Programs
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Chapter 1: The Section 8 HCV Program Overview

Overview:
The Section 8 Housing Choice Voucher Program (HCVP) is the federal government’s major program for assisting very low-income families, including the elderly and the disabled to afford decent, safe and sanitary affordable housing in the private market. Housing assistance is provided on behalf of the individual or family. Participants are able to find their own housing including single-family homes, town houses and apartments. The participant is free to choose any housing type that meets the requirements of the program, as long as the unit meets HUD’s housing quality standards (HQS) and rent reasonableness test.

Throughout this Guide, “Section 8 Program” or “Voucher Program” may be referenced as HCVP for simplification.

Housing Choice Vouchers are administered locally by public housing agencies (PHA). 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 their 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 SNRHA. A housing subsidy is paid directly to the landlord on behalf of the participating family. The family is responsible for paying the difference between the actual rent charged by the landlord and the amount subsidized by the program.

Section 8 Voucher Program owners help to:
• Maintain housing stock in the community;
• Foster upward mobility for low-income families;
• Foster stability in neighborhoods;

The PHA will disapprove the owner for the following reasons:
• HUD has informed the SNRHA that the owner has
been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

- HUD has informed the SNRHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.

- HUD has informed the SNRHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.

- The owner has had more than three units under abatement or HAP contract cancelled due to non-compliance.

- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The SNRHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, if the unit meets their needs.

- In cases where the owner and tenant bear the same last name, the SNRHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.

- The owner has violated obligations under a Housing Assistance Payment contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

- The owner committed fraud, bribery or any other corrupt act in connection with any federal housing program.

- The owner has engaged in drug related criminal activity or any violent criminal activity.

- The owner has a history or practice of non-compliance with the Housing Quality Standards (HQS) for units leased under the tenant-based programs or leased under any other Federal housing program.

- The owner has a history or practice of renting units that fail to meet state or local housing codes.
• The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 HCV or any other federally-assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any family member of that household that:

  • Threatens the right to peaceful enjoyment of the premises by other residents;

  • Threatens the health or safety of other residents, of employees of the SNRHA or other employees or other persons engaged by the management of the SNRHA;

  • 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;

  • Is involved in drug related criminal activity or violent criminal activity; or

  • The owner has collected side-payments from residents not approved by the SNRHA.
The Section 8 Housing Choice Voucher Program is a three way partnership among the SNRHA, the tenant and the owner/landlord of the unit:

**SNRHA’s Responsibilities:**
- Determines family eligibility for the Section 8 HCV Program participation.
- Explains Program Rules and issues the voucher.
- Approves units and lease.
- Reviews and approves rental amounts for each unit.
- Determines family eligibility annually.
- Inspects subsidized units prior to the contract effective date and annually thereafter.
- Conducts special inspections.
- Ensures owners and families comply with program rules.
- Provides families and owners with prompt, professional service.
- Calculates family share of the rent and the Housing Assistance Payment (HAP).
- Issues Housing Assistance Payments (HAP) in a timely manner.
- Establishes utility allowances and payment standards.

**Owner Responsibilities:**
- Screen families who apply to determine suitability as renters.
- Comply with Fair Housing laws.
- Maintain the housing unit by making necessary repairs.
- Comply with the terms of the HAP Contract.
- Collect the rent due from the family and comply with and enforce the lease.

Provide SNRHA with copies of all notices served to the tenant, including any judgements or summary of evictions.

**Family Responsibilities to the Owner and the SNRHA:**
- Provide SNRHA with complete and accurate information.
- Locate the unit and submit all required documents for processing “prior” to the voucher expiration date.
- Pay required deposits to owners.
- Attend all required appointments, including allowing staff to inspect the unit annually.
- Abide by the terms of the lease.
- Pay rent on time and maintain and take care of the housing unit.
- Provide any appliances that are not furnished by the owner.
- Ensure utilities are paid that are not furnished by the owner.
- Be responsible for damages to the unit or premises beyond normal wear and tear.
- Abide by HUD’s Family Obligations and any other program requirements of SNRHA.
- Not move any unauthorized persons into the unit.
- Not move from the unit before providing a written 30-day notice to the owner and SNRHA.
- Notify SNRHA in writing of all changes in income & family composition.
As a participating owner in the Section 8 Housing Choice Voucher Program, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standards (HQS) guidelines. It is the owner’s responsibility to screen and select a tenant, execute the lease, execute the Housing Assistance Payment Contract, collect a security deposit (which cannot exceed one month’s rent to owner) and collect the family’s portion of the rent.

**Become a Section 8 HCV Landlord in 5 Easy Steps:**

1. **Owner/Landlord finds Section 8 Housing Choice Voucher Program participant.** List your unit via our website and/or GoSection8.com

2. **Owner/Landlord approves participant and completes the Request for Tenancy Approval (RFTA) packet; reviews the voucher to ensure it has not expired; screens prospective tenant to ensure suitability; provides SNRHA with a recorded deed and signs lease “without” an effective date and direct deposit form (ACH) for payments after contract execution.

3. **SNRHA approves tenancy which includes a determination that the rent does not exceed 40% of the family's adjusted income; determines that the unit rent is reasonable; and ensures the unit has an initial HQS inspection within 10 calendar days of the RFTA submission date. Utilities must be on prior to the inspection.

4. **Housing Assistance Payment (HAP) Contract is signed by the owner at the HQS Inspection (unless the unit does not pass its inspection).** The lease effective date “must” match the effective date of the HAP contract per HUD regulations and shall be filled in at the time of the HQS passed inspection or the date the tenant takes possession of the unit, whichever is later. The HQS Inspector shall return the forms to the assigned case worker to ensure the contract is signed for payment. This system ensures the owners/managers never have to come into SNRHA unless they prefer to bring in RFTA documents themselves. If so, they should call our office to make an appointment with the assigned case worker.

5. **Housing Assistance Payments are made on the 1st or 15th of each month.** Contracts that have been signed by both parties (SNRHA and the Owner) and all other required documents received by SNRHA, including required documents from the tenant no later than 5 business days.
“prior” to the 1st or 15th will be paid on the next scheduled check run. If this deadline is missed, the first payment will be made on the next check run date effective the later of the date the unit passed HQS inspection or the date the tenant takes possession of the unit. **All payments are made via automatic direct deposit.** Vendor payment ledgers are available via our website www.snvrha.org. Click on HAPPY link under Vendor Information.

**Step 1: Finding a Section 8 Voucher Program Participant**

A family must locate a housing unit that meets Housing Quality Standards. The unit must be located in Clark County and the rent must be deemed “reasonable” by SNRHA and acceptable to the owner.

You may register your unit with SNRHA by placing it on our Landlord Unit Listing. All units are kept on the list for 60 calendar days before they are removed. You must call in to have your unit re-listed if it is not leased within the 60 day time frame or visit our Website at www.snvrha.org. Click on Housing Programs, then Landlord Rental Listing. Be advised that SNRHA provides its Landlord Listings to all clients issued a voucher but does not refer any client to any specific unit. The family who is interested in viewing your unit will contact you to make an appointment. Listings are updated with new units every Thursday and placed in our lobby for clients to pick-up. Fully accessible units for disabled clients are noted so that our disabled participants can easily identify these units. Please advise us if your unit is fully accessible for disabled clients when listing your unit. We also have an automated system called Go Section 8. The link is on our website and a kiosk is in our lobby. This system is very useful to voucher holders as it narrows the
search time.

When you first see a family, you should ask to see a copy of their voucher. SNRHA will issue a voucher to the family for a specific period of time. The owner is responsible to check the expiration date on the voucher. In addition, the owner should check the actual size of the unit. Housing Quality Standards generally allow no more than two (2) persons per sleeping room. Tenants can lease larger units if the rent does not exceed 40% of their adjusted income and the rent is reasonable.

For a unit to be approved, it must meet the following requirements:

- The rent for the unit must be appropriate for the unit type, size, condition and location of the unit. Must pass our “rent reasonableness test”.
- The unit must pass HQS Inspections.
- The landlord must be willing to enter into a contract with SNRHA and comply with program rules.
- The owner “must” provide SNRHA with a recorded deed and signed lease (without effective dates) at the time the RFTA is submitted.
- The tenant’s portion of the rent cannot exceed 40% of their monthly adjusted income.
- The owner must provide a VOID check and complete the ACH form for direct deposits of subsidy payments.

**Step 2: Owner/Landlord Approves Participant**

The owner is responsible for screening and selecting a suitable family for tenancy. SNRHA certifies that the family is eligible to receive Section 8 Voucher assistance.

The owner should generally use the same screening procedures used for non-subsidized tenants. The owner is under no obligations to lease to a family with a Section 8 Voucher. However, the owner may not discriminate against any prospective tenants on the basis of age, race, creed, color, sex, religion, disability, national origin or familiar status. With written consent from the tenant, SNRHA will provide the prospective landlord with names and phone numbers of current and previous landlords, if available.
The owner should review the family’s voucher for expiration date and bedroom size approval. It is the landlord’s responsibility to complete the Request for Tenancy Approval (RFTA) packet and submit it along with a copy of a “signed lease without effective dates” and a recorded deed to SNRHA for approval. The HUD Tenancy Addendum shall be attached to all leases. The HAP Contract; Drug Free Addendum, Lead-Based Paint and Pro-rated form will be brought to the Inspection for signatures by the owner or their authorized representative to save them from coming into the office and/or delaying payments. If the tenant is currently residing in another subsidized unit, a written 30 day notice must be provided to the owner and SNRHA. An HQS inspection will be scheduled within 10 calendar days of SNRHA receiving the RFTA packet if it is complete and the asking rent is reasonable and below 40% of the prospective tenant’s income per HUD requirements. Utilities must be on prior to the inspection being scheduled.

A landlord shall permit, upon request, and at the expense of a person with a disability, reasonable modifications necessary to afford the person with a disability full enjoyment of the housing accommodation.

**Step 3: SNRHA Approves and Unit Passes HQS**

**Action Before Lease Term**

*The following must be completed prior to the beginning of the initial term of the lease for a unit:*

- The SNRHA has inspected the unit and determined it satisfactory to HQS guidelines.
- The SNRHA has determined the landlord has established a reasonable rent.
- The security deposit cannot exceed one month’s rent to owner.
- The SNRHA has approved leasing the unit in accordance with program requirements.
- The landlord and the tenant have executed the lease.
- When the gross rent exceeds the applicable payment standard for the family, the SNRHA must determine that the family share (total family contribution) will not be more than 40% of the family’s monthly adjusted income.
Lease Review

SNRHA will review the lease, particularly noting the qualifications of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Tenancy Approval. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed. SNRHA shall provide the HUD Tenancy Addendum.

The Lease Must Specify:

- Owner and tenant’s names that will reside in the unit.
- The address of the rental unit (including apartment number, if applicable).
- The amount of monthly rent due to the owner.
- The utilities and appliances to be supplied by the owner.
- The utilities and appliances to be supplied by the family.

Unit Approval

All units must pass a Housing Quality Standard (HQS) inspection prior to the execution of the Housing Assistance Payment Contract. Thereafter, the unit must also pass an annual HQS inspections.

SNRHA encourages owner participation in the HQS inspection. When the unit passes the HQS inspection, SNRHA will approve the unit for assistance at the rent SNRHA determines reasonable. Payments cannot cover a time period prior to both the unit passing an inspection and the tenant taking possession of the unit. If the unit does not pass the initial inspection, a second inspection will be scheduled within 30 days. If the unit does not pass HQS within 30 days or SNRHA staff cannot schedule an inspection because the unit is not ready, our participant will be issued another RTFA (if they have time remaining on their voucher) to locate another unit; and your original RFTA will be cancelled. An HQS inspection sample checklist is provided in the back of this guide for your review.
Step 4: HAP Contract and Lease Are Signed

If the unit passes the HQS inspection and the rent is deemed reasonable by SNRHA and acceptable to the owner, then SNRHA will offer the owner a Housing Assistance Payment Contract (HAP Contract) and the owner is free to execute their lease by filling in the effective dates. SNRHA assigned staff shall bring the lease, the contract and all other required forms to the initial inspection for signature. The staff shall return these documents to the SNRHA case worker to complete the process for payments; and mail you a copy within five days of final signature and verification that all required documents have been received (including verification or documents from the tenant.)

The “Rent to Owner” is the complete monthly rent payable to the owner under the terms of the lease including HAP Payment and Tenant Rent.

Housing Assistance Payment is the amount payable monthly by the SNRHA. Generally, Tenant Rent is no more than 40% of their adjusted monthly income minus a utility allowance for tenant paid utilities.

To determine if the rent proposed by the owner is reasonable, SNRHA is required to compare the proposed rent to the rent charged for comparable “unassisted” or unsubsidized units in the immediate area of the selected unit. SNRHA will compare size, year built, type, location, quality, and amenities with comparable rental units in the same neighborhood. We compare units in the same census tracts when available, if not then the same zip code.

Housing Assistance Payment (HAP) + Family Rent to Owner = Rent to Owner
(portion paid by SNRHA) (portion paid by family) (total monthly rent)

SNRHA will not authorize the family to move during the first year of the lease without SNRHA’s “prior” approval. This includes
moving from one unit to another even in the same complex. SNRHA is required to inspect ALL units prior to making payments and execute a HAP Contract for each unit before making payments. After the first year of the lease, the family may terminate tenancy in accordance with the terms of the lease. A written 30-day notice MUST be provided to both the owner and the SNRHA prior to moving from the unit. All new leases and revised leases are subject to SNRHA approval. SNRHA will only approve the termination of a HAP during the first year as a reasonable accommodation (RA) requested by the participant. Verification is needed from a medical professional that an accommodation will assist the disabled participant after SNRHA approves an RA, then the owner may sign a mutual recession. SNRHA, under no circumstance, can require the owner/manager to terminate a lease for this reason but will send a mutual rescission form for your consideration after we approve the request. If you decide not to terminate the lease, the participant will not be allowed to move until the lease ends. DO NOT sign mutual rescissions prior to SNRHA’s approval.

**HUD TERMS USED FOR RENT DETERMINATION:**

**Utility Allowance**

A utility allowance is the estimate of the average monthly tenant paid utilities for a household. If utilities are included in the rent, there will be no allowance. Allowances vary by unit size; type of utility and location.

**Fair Market Rent (FMR)**

Figures determined by HUD and represent the mid-range value for rents in the area according to bedroom size.

**Payment Standards**

Payment standards are determined by SNRHA using HUD’s Fair Market Rents. SNRHA’s board approves these annually.
How Section 8 Determines Rent:

- The owner requests what he or she charges for rent for the unit when no subsidy is involved, “rent to owner”.
- Section 8 compares that figure to similar units in the same neighborhood to determine whether the requested rent is reasonable.
- This figure is compared against the “payment standard,” or the maximum amount the voucher can pay for a family according to bedroom size for which the family has qualified.
- The SNRHA pays the lesser of the gross rent or payment standard minus 30% of the family’s monthly adjusted income in the first year of contract.
- Participants cannot pay more than 40% of their adjusted income toward rent and utilities in the first year. If the rent for the unit and the participant’s income are such that the participant would be paying more than 40%, the participant must find a unit that charges a lower rent; or the landlord may reduce the “rent to owner”.

Step 5: Housing Assistance Payment (HAP) to Owners

Once the HAP Contract and the lease are signed, SNRHA will make the initial payment, via automated deposit and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria; the unit qualifies under the program and the unit remains in compliance with HQS.

SNRHA will make Housing Assistance Payments directly to the owner via automatic direct deposits. The owner is responsible for collecting the family’s portion of the rent. You are required to submit a void check (if you want deposits made into a checking account) and/or complete our direct deposit form. If you do not want to have your prospective tenant bring these documents, please bring the documents into our office, fax or mail them. Your delay will result in a delay of your payment. If you require a monthly ledger for accounting purposes, please go to our website and click on HAPPY Software logo. Then vendor payments. For help, contact our finance department at (702) 922-6608.
Please be advised that if SNRHA should ever overpay you, we will recapture these funds as allowed by HUD. Any overpayments shall be recovered from either other future payments or by direct payment from you. Efforts to recapture overpayments shall include, if required, sending our debt to a collection agency or putting a lien on your property. You cannot keep funding paid for any month after the month a tenant moves out of the unit, even when they fail to give you proper notice! (24CFR 982.453 (b).)

Chapter 3: Annual Requirements of the Section 8 Voucher Program

HUD requires that the following events take place annually:

1) Annual Re-certification

The family must be re-certified annually to determine continued eligibility for the program and the correct level of assistance based on income and family composition. Both the owner and tenant will receive written notice of any change in the Tenant Rent or Housing Assistance Payment.

2) Annual Housing Quality Standards Inspection

Housing Quality Standards (HQS) represent minimum nationwide standards established by HUD for decent, safe and sanitary housing. The unit must be inspected and meet HQS at least annually. The inspections generally occur every ten months as the “annual” requirement is to inspect the unit “before” a full year passes since the last HQS inspection. However, an inspection may occur more frequently if a life-threatening violation is reported or the participant requests a special inspection due to your failure to make repairs.

If the unit fails an HQS inspection, the owner must take corrective action within a specified period of time, unless SNRHA approves an extension. Extensions can only be approved in writing by the HQS Supervisor or his/her supervisor.
If the corrective action is not taken, SNRHA will abate (stop) the HAP payment. If a HQS violation is life threatening as defined within the Section 8 HCV Administrative Plan, the owner must correct the defect within 24 hours. If repairs are not made on the 24 emergency items, SNRHA will abate the HAP payment and terminate the HAP contract. For non emergency initial default notice date starts the 30 day clock. If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, unless SNRHA approves an extension. If corrective action is not taken, SNRHA may terminate the family’s assistance. Families must also correct emergency items, such as utilities being off, within 24 hours, if they are responsible for said utilities in the lease and HAP.

If a unit is in non-compliance with HQS inspections for items that are the responsibility of the owner, the HAP contract will be terminated.

Special Inspections

Tenants can request a special inspection after requesting work to be done by the owner when the work is not completed in a timely manner. The owner should notify SNRHA and “enforce their lease” for tenant caused violations of HQS, including no utilities in the unit.

Abatement Means “Stopping HAP Payment”

If at any time it is determined that the unit does not meet HQS, SNRHA will notify the owner in writing and provide a reasonable period of time to make repairs. If the repairs are not made within the specified time period, SNRHA is required to abate (stop) HAP payments. If a payment is abated, the family is still required to pay “their” portion of the rent only. SNRHA will not make the HAP payment and federal law prohibits you from evicting your tenant due to the Housing Authority’s failure to make its portion of the rent. Please ensure repairs are made timely so that this situation never occurs.

If the unit is abated, HAP payments will not resume until repairs are made and verified completed at a re-inspection. This means there will be no retroactive payments for the period of
time for which the unit has been under abatement for non-compliance with HQS.

Local Housing Codes

If SNRHA received notice from a municipality that a unit is in serious violation of a housing code, SNRHA will proceed with a Special Inspection. If documented deficiencies are not corrected within the time allotted by SNRHA, the unit will be abated. If an HQS breach is life threatening, the owner must correct the defect within 24 hours.

Rent Adjustments

1. The owner may not increase the rent during the first twelve (12) months of the lease.
2. After the first year of the lease and annually thereafter, the owner may request a rent adjustment.
3. Requests for rent adjustments must be made to SNRHA in writing at least 60 days prior to the contract anniversary date, on SNRHA’s prescribed form. You can print this form from our website at snvrha.org, click housing programs, rent increase form or call our inspection department at (702) 922-6940 to have a form faxed.
4. All increases in rent must be deemed “reasonable”.
5. SNRHA will provide written notice to both the landlord and the family of any adjustments to the HAP payments or the family’s contribution.

Chapter 4: Lease and HAP Contract Termination

The owner’s approved lease and HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; and if the HAP Contract ends, the owner’s assisted lease ends. Please ensure you read the terms of your HAP contract. A sample HAP Contract is attached at the back of this guide for your reference.

The HAP Contract Terminates if:

The Owner Evicts the Family

The landlord may evict the family only by instituting a court
The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give SNRHA a copy of any eviction notice or lease terminations given, including any Summary of Evictions signed by a judge, even after the family has moved from the unit.

The Family Terminates the Tenancy

The family may terminate the tenancy at any time after the initial term of the lease by providing the owner with a 30-day notice. This notice must also be provided to SNRHA “prior” to the family moving from the unit. The initial term of the lease cannot be less than one year. If the family signs a new 1 year lease, the same rules apply.

The Family Moves from the Unit

After the first year of the lease, SNRHA will allow a family to move if they have not already entered into a new lease at their current residence. Upon request, a family will be issued a voucher to move, if SNRHA has received a written 30-day notice that the participant has provided to the owner/manager. Housing payments will only be made while the family is living in the contract unit.

YOU ARE RESPONSIBLE FOR NOTIFYING SNRHA IF THE FAMILY MOVES OUT WITHOUT SNRHA’S APPROVAL AND RETURNING ANY OVERPAYMENTS. PLEASE NOTIFY OUR OFFICE IF THERE IS A DEATH OF OUR PARTICIPANT.

SNRHA TERMINATES THE FAMILY ASSISTANCE

SNRHA will provide both the owner and the family with advance written notice when the family is being terminated from the program. When the family is terminated from the Section 8 Voucher Program, the HAP Contract automatically terminates and the tenancy then becomes “unassisted”.
Chapter 5: Lead-Based Paint Regulations

Lead-Based paint rules apply to all housing constructed before 1978.

All tenants must be provided with a copy of the HUD/EPA pamphlet “Protect Your Family from Lead in Your Home.” This document, EPA 747-K-9401 is available through the Government Printing Office. SNRHA will provide this form for our clients.

The owner and the family must complete and sign a “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form. This form must be kept on file by the landlord for at least three (3) years. The owner is required to disclose any known lead-based paint hazards to the family.

Conditions Requiring Clearance Testing

Testing for lead is required if all three of the following conditions exist:

- Unit was constructed before 1978; and
- A child under the age of 6 is living in the unit or routinely at the unit, or there is a pregnant occupant; and
- Defective paint, e.g. chipping, peeling, chalking, flaking paint or clear finish.

During inspections, all units with deteriorated or damaged paint, meeting the above conditions, will be assumed to have lead-based paint (LBP) unless the paint has been tested and deemed lead free by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied, or within the time allotted by SNRHA.

Chapter 6: Avoid These Common Owner Violations

In order to avoid the most common program violations, an owner should:

- Always maintain the unit in accordance with HQS standards.
- Never accept HAP payments from SNRHA for a vacant unit.
Never demand or accept “side” payments from a family. Provide staff with all new leases and notices.

Note: If you want to change who is responsible for any utilities, this action requires a new lease, new inspection and contract. A side payment is any money paid by the tenant to the owner for rent that is not in the approved contract “rent to owner”. This includes payment for utilities not specified as a tenant responsibility. Utilities must be paid in accordance with the lease and contract terms. If SNRHA verifies that you are accepting side-payments, you will be barred from participating in this program and the tenant will be terminated from the program.

Change of Ownership

As a provision of the HAP Contract, the owner may not assign the contract to a new owner without our prior written consent by SNRHA. Therefore, you must notify SNRHA as soon as it is sold. Your SNRHA representative will provide you with required forms to complete when the ownership or management of a property changes and the new owner wants to continue the contract. The new owner shall assume all the requirements of the HAP and must submit a recorded deed and other documents “prior” to the transfer of payments. Be prepared to provide the new owners contact information and all other pertinent information requested to document the change. If you accept payments after the unit has been sold, HUD requires that you return those payments immediately to the Housing Authority. The new owner cannot request an increase in rent until 60 days prior to the anniversary date of the existing contract.

Chapter 7: Sample of HUD and Section 8 Program Forms

Special Note:

DO NOT USE THE FORMS DIRECTLY FROM THIS GUIDEBOOK

The forms included in this guidebook are provided for reference only. Section 8 HCV staff will provide you with original, updated documents. Forms are subject to change by HUD and/or SNRHA.

Remember, you MUST complete and submit our direct deposit forms as all owners are required to participate in our Direct
Deposit Program. Enrolling in this program allows for timely payments and decreases the odds of HAP checks being lost in the mail, as well as fraud. Payment statements are available online via our website.

SNRHA is committed to providing excellent service to participating Section 8 HCV Program families and property owners. The success of this program relies on SNRHA being able to contract with property owners and managers who offer quality, affordable housing.

If you have questions regarding the Section 8 Voucher Program, please call our office t (702) 922-6900 or 6906.

Visit our website at www.snvrha.org where property owners and managers may list available units. Click on Housing Programs, then Landlord Rental Listing. You will also find additional Section 8 Program information on our site, such as rent increase forms. Please notify us in writing if your mailing address or phone number changes immediately, once you sign a contract! Our agency publishes a quarterly Landlord Newsletter to keep you informed of new regulations and policies. The IRS also requires SNRHA to mail you a 1099 form, therefore you must inform us of any address changes. Please ask your staff to forward these to your attention to read. There is helpful information in the newsletters that will ensure a wonderful partnership among our owners, staff and participants.
REQUEST FOR TENANCY APPROVAL

Request for Tenancy Approval
Housing Choice Voucher Program

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

OMIG Approval No. 2577-0169
(exp. 05/31/2004)

Page 1 of 1
FORM HUD 92317 (6/2003)

PREVIOUS EDITIONS ARE OBSOLETE
42213-063-4-04

Print or Type Name of Owner/Owner Representative

Signature

Business Address

Telephone Number

Date (mm/dd/yyyy)

Print or Type Name of Household Head

Signature (Household Head)

Present Address of Family (street address, apartment no., city, State & zip code)

Telephone Number

Date (mm/dd/yyyy)

23
**Voucher**  
**Housing Choice Voucher Program**  
U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form.  
Fill in all blanks below. Type or print clearly.

<table>
<thead>
<tr>
<th>Voucher Number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)

2. Date Voucher issued (mm/dd/yyyy)
   Insert actual date the Voucher is issued to the Family.

3. Date Voucher Expires (mm/dd/yyyy)
   Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)

4. Date Extension Expires (if applicable) (mm/dd/yyyy)
   (See Section 6 of this form)

5. Name of Family Representative

6. Signature of Family Representative

7. Name of Public Housing Agency (PHA)

8. Name and title of PHA Official

9. Signature of PHA Official

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**Southern Nevada Regional Housing Authority**

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

   B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 40 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA’s assistance payment. The actual amount of the PHA’s assistance payment will be determined using the gross rent for the unit selected by the family.

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

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Previous editions are obsolete  
Page 1 of 2

form HUD-52646 (7/2000)  
ref. Handbook 7420.8
D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQs); the rent is reasonable, and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

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

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

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

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

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

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

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

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

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

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 tenant 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-ordered 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 not exceed:

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 tenant 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. No resident may 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
      the rent of the unit in addition to the rent to owner.
      Rent to owner includes all housing services, maintenance,
      utilities, and appliances to be provided and paid by
      the owner in accordance with the lease.
   f. The owner must immediately return any excess rent
      payment to the tenant.

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

7. Maintenance, Utilities, and Other Services
   a. Maintenance
      (1) The owner must maintain the unit and
          premises in accordance with the HQS.
      (2) Maintenance and replacement (including
          redecoration) must be in accordance with
          the

Previous editions are obsolete

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 10/31/2010

form HUD-52041-A (5/2009)
ref Handbook 7420.8
TENANCY ADDENDUM

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.

§ 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 laws 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 3); or
   (4) Other good cause (as provided in paragraph 4).

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 individuals flee, or that, in the case of the State of New Jersey, is a 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 renewal;
      (b) The owner's desire to use the unit for personal or family use or for a purpose other than as a residential rental unit; or
      (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
   (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
   (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. This provision will cease 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 the other "good reason" 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 tenant 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 pushed 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.

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, penalties by the tenant, any damages to the unit or any other amounts that the tenant owes under this lease.

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

800 HUD-1005 (9-2009)
Ref Handbook P-450.0
Housing Assistance Payments Contract (HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher 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 582.

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:

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 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 582, 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. 1437(y)).

How to fill in Part A
Section by Section Instructions
Section 2: Tenant
Enter full name of tenant.

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

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

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

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

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

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

Section 8. Utilities and Appliances.
The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.
Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A.)

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

2. Tenant

3. Contract Unit

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

5. Initial Lease Term
   The initial lease term begins on (mm/dd/yyyy):
   The initial lease term ends on (mm/dd/yyyy):

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

7. Initial Housing Assistance Payment
   The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $__________ per month.
   The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.
8. Utilities and Appliances

The tenant shall provide or pay for the utilities and appliances indicated below by an “X”. 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.

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<thead>
<tr>
<th>Item</th>
<th>Specify fuel type</th>
<th>Provided by</th>
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<tr>
<td>Heating</td>
<td>☐ Natural gas</td>
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<td>☐ Oil or Electric</td>
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<td>Cooking</td>
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<td>Water Heating</td>
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<td>Refrigerator</td>
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<td>Range/Microwave</td>
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<td>Other (specify)</td>
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</table>

Signatures:

Public Housing Agency

Print or Type Name of PHA

Signature

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)

Previous editions are obsolete

Page 3 of 12

form HUD-82641 (8/2009)

ref Handbook 7420.8
HAP CONTRACT

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

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 agreement 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 agreement.
      (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other tenanted 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, 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 side.
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.

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.

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 services, 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 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. 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, abstention or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
   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 on behalf of 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 contracts).

8. Owner Certification
During the term of this contract, the owner certifies that:

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

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

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

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

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

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

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

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

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

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


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.

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 owner 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.


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

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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, subcontractor, 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;
   (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 stepbrother or stepsister) 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 HAP and HUD regulations 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;
       (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 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 event of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.
16. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation
   a. The HAP contract contains the entire agreement between the owner and the PHA.
   b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 C.F.R. Part 860 and 862.
Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
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 paying 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 not exceed:
      (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements,
      (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 any portion of the rent to owner that is not covered by the PHA housing assistance payment.
   b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
   c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
   d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
   e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
   f. The owner must immediately return any excess rent payment to the tenant.

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

7. Maintenance, Utilities, and Other Services
   a. Maintenance
(1) The owner must maintain the unit and premises in accordance with the HQR.

(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 HQR.

(2) The owner is not responsible for a breach of the HQR 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 HQR 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 2); 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;
      (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, custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
   (b) Violating a condition of probation or parole under Federal or State law.

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

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

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

   (2) During the initial lease term or during any extension term, other good cause may include:
      (a) Disturbance of neighbors;
      (b) Destruction of property, or
      (c) Living or housekeeping habits that cause damage to the unit or premises.

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

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

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

c. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violation 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 direct or indirect 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 ground authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

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

12. Security Deposit

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

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

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

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

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

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

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
   (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
   (2) If there are any changes in lease provisions governing the term of the lease;
   (3) If the family moves to a new unit, even if the unit is in the same building or complex.

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

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

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

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

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

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

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

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

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

HUD requirements. HUD requirements for the Section 8 program.

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 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 § 4570).

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 tenant under the voucher program.
REQUEST FOR RENT INCREASE

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Housing Choice Voucher Department, P.O. Box 1897, Las Vegas, NV 89115-1897
Phone (702) 922-6940 FAX (702) 922-6949

REQUEST FOR RENT INCREASE

In order for the rent increase request to be processed, the owner/manager must submit this completed form at least 60 days prior to the effective date of the anniversary. If the request is less than 60 days notice, the request will be denied.

<table>
<thead>
<tr>
<th>Family Name:</th>
<th>Current Rent Amt $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Proposed Rent Amt $</td>
</tr>
<tr>
<td>City, Zip:</td>
<td>Effective Date of</td>
</tr>
<tr>
<td></td>
<td>Proposed Rent Increase:</td>
</tr>
</tbody>
</table>

- Single Family
- Multi Family
- Mobile Home

Number of Bedrooms
Number of Bathrooms
Square Feet
Year Constructed

Utility Responsibility
Please specify the fuel type and who is responsible for paying for each utility listed below.

<table>
<thead>
<tr>
<th>Heating</th>
<th>Gas/Electric</th>
<th>Tenant/Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooking</td>
<td>Gas/Electric</td>
<td>Tenant/Owner</td>
</tr>
<tr>
<td>Water Heating</td>
<td>Gas/Electric</td>
<td>Tenant/Owner</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant/Owner</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Tenant/Owner</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant/Owner</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Tenant/Owner</td>
<td></td>
</tr>
<tr>
<td>A/C</td>
<td>Tenant/Owner</td>
<td></td>
</tr>
</tbody>
</table>

Appliances provided by the landlord:

Appliance provided by the family:

Amenities (pool, ceiling fans, garage, etc.):

Comparable Units. We must test the reasonableness of the contract rent as compared to at least three other unassisted units in the same Market area with comparable amenities. If possible please provide three comparable units.

<table>
<thead>
<tr>
<th>Address of Unit/Complex</th>
<th>Rent Amount</th>
</tr>
</thead>
</table>

Owner/Manager Name: __________________________ Signature: __________________________
Address: __________________________ Phone Number: __________________________

SNRHA USE ONLY

Proposed Rent Reasonable? Yes No If no, approved amount $ __________________________ Effective date: __________________________
Date Completed: __________________________ Inspector’s Name: __________________________

WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.

I understand I have the right to request a reasonable accommodation to make services and programs accessible. A reasonable accommodation is a modification or change in our policies and procedures that will assist otherwise eligible participants with a disability to take advantage of the Housing Choice Voucher Program. Clients who request a reasonable accommodation will submit said request, in writing or any other method needed because of their disability, to the Housing Authority for review and consideration of approval. Reasonable Accommodation request forms are available through staff or in our lobby.

To ensure all applicants/participants that require communication in a format other than written notices due to a disability, SNRHA shall inquire whether you need other methods of communication, such as larger print size, a reader of information on tape, assistance with writing or an interpreter at meetings, etc. Please advise staff if you require this assistance. Our goal is to ensure all participants have full access to all programs and services, including Limited English Proficiency persons (persons who speak and/or write limited English), who may require documents in another language other than English. These services are free to eligible participants and applicants.

Revised 1/2010
Tenants
Find a Section 8 Rental

- Search Thousands of Properties
- Free Call Center Support
- Free Personal Account for Saving Searches and Favorite Properties

Get Started Today at www.gosection8.com

Toll Free: 866-466-7328
email: tenantsupport@gosection8.com
website: www.GoSection8.com
HQS Inspection Tips

Listed below are the most common reasons that units fail Housing Quality Standard (HQS Inspections. Please pre-inspect your unit carefully before the scheduled inspection date. SNRHA will not enter into a HAP Contract with you until the unit passes an HQS Inspection.

9 areas will be reviewed for HQS:

- Living Room
- Kitchen
- Bathrooms
- Other Rooms Used for Living
- Secondary Rooms (not used for living)
- Building Exterior
- Heating and Plumbing
- General Health and Safety
- Paint Condition

___All ceiling, walls and floors must be strong, sturdy and in their permanent position.
___A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms. If any family member has hearing loss, a smoke detector for the impaired must be installed.
___The entire unit, inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. THIS HELPS PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.
___Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At minimum, each bathroom must have a permanently installed light fixture.
___All light switches and outlets must have secured plate covers installed.
___All windows and doors must be weather-tight and secured when closed.
___All windows and doors that are accessible from the outside must have sturdy working locks.
___All operable windows must have a mechanism to secure them when open and lock them when shut.
___ Every bedroom must have at least one operable window for ventilation.
___ If the unit has third floor sleeping rooms, and if the family is eligible to use this area for sleeping, the owner must provide a safe method of escape in case of fire. (for example: a chain ladder)
___ If there is a bedroom with a toilet that is not hooked up to water or sewer lines, it must be repaired prior to occupancy. If the toilet is removed, the drain must be sealed to prevent rodents and sewer gases from escaping into the unit.
___ The bathroom must have either an operable window or an exhaust fan for ventilation.
___ The hot water tank pressure release valve must have a discharge line extending down within six inches from the floor.
___ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also check to ensure that the flue pipes connected to the furnace and hot water tank are properly installed.
___ Every room used for living must have adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric it must be permanently installed and controlled by a separate thermostat.
___ The unit must be free from any accumulation of garbage and debris, both inside and outside.
___ The owner must provide “refuse disposal”. These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags, provided they are approved by your local Health and Sanitation Department.
___ Units must not have tripping hazards, such as broken tiles or ripped carpets.
SNRHA ONLY DETERMINES PROGRAM ELIGIBILITY NOT TENANCY!
THAT IS YOUR RESPONSIBILITY AS AN OWNER/MANAGER.
SNRHA is committed to providing excellent service to participating Section 8 Program families and property owners. The success of this program relies on SNRHA being able to contract with property owners and managers who offer quality, affordable housing.

If you have questions regarding the Section 8 Housing Choice Voucher Program, please call our office at (702) 922-6900 or 6906.

SNRHA is open for business Monday – Thursday from 8am – 5pm. We close for lunch from 12-1pm. Friday hours are 8am – 12pm. Clients are seen Mon-Thurs from 8am – 11:30am and 1pm – 3:30pm only. Appointments are required and shall ensure you have a shorter waiting period. Please contact your prospective tenant’s case manager with questions once you complete a RFTA or have an approved tenant for your unit. For general information, please contact SNRHA Section 8 Supervisor or Housing Programs Manager prior to becoming a Section 8 Housing Choice Voucher Landlord.

“All rental property owners are subject to federal and local laws that prohibit discrimination in housing”
The Southern Nevada Regional Housing Authority (SNRHA) does not discriminate on the basis of disability, race, color, religion, age, national origin, familial status or sexual orientation. Our agency provides reasonable accommodations to disabled applications and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to SNRHA at 380 N. Maryland Parkway, LV, NV 89101, Attn: ADA/504 Officer. SNRHA provides free translation and interpretation services for its clients.

If you feel you have a Fair Housing Complaint, please contact HUD at: 1-800-669-9777 or TTY: 1-800-927-9275. We also have Fair Housing Complaint forms in our lobby accessible to the public.

Si usted no puede leer este documento por favor pida la asistencia de nuestro personal bilingue. La Autoridad de Vivienda del La Region del Sur de Nevada proporciona servicios de traduccion para participantes y clientes. Si usted necesita esta forma en Espanol, porque no lee ingles o require que esta comunicaion sea interpretada o traducida por favor llame inmediatamente a nuestra oficina (702) 922-6906 para una interpresacion a traduccion gratuita.