

# LANDLORDS NEEDED

## *The Bethlehem Housing Authority*

***We are looking for Landlords to participate in our  
Housing Choice Voucher/Section 8 Program .***

The advantages are:

- Free initial and annual housing inspections
- Guaranteed monthly housing rental assistance when applicable, based on participants' annual income.
- Landlords are allowed to request annual rent increases according to HUD's yearly published Fair Market Rents (FMR) / Payment Standards (PS)



For more information contact our office at (610) 865-8301  
or visit our website at [bha645.homestead.com](http://bha645.homestead.com) to review  
or print out Landlord's Information Packet.

**Bethlehem Housing Authority  
645 Main Street 4<sup>TH</sup> Floor  
Bethlehem, PA 18018**

OFFICE: 610 865 8300 FAX: 610 865-8318 TDD: 610 865-8333

**RE: HUD Housing Choice Voucher Program Landlord Information**

Dear Landlord:

Enclosed please find the information packet our office sends to landlords that may be interested in participating in the HUD Section 8/Housing Choice Voucher (HCV) Program.

- 1) HCVP Landlord Information Sheet
- 2) Voucher - document issued to an individual as proof of subsidy
- 3) Request for Tenancy Approval (RFTA) – filled out by landlord and tenant on both sides
- 4) BHA's Average Rents in Area 2023
- 5) BHA's CURRENT HCVP Utility Rates 2023
- 6) Landlord's Emergency Contact Form
- 7) Landlord's Direct Deposit Form
- 8) Request for Taxpayer Identification Number (W-9) – for the landlord to complete
- 9) BHA's Model Residential Lease
- 10) Addendum to Residential Rent Agreement
- 11) HAP Contract
- 12) Inspection Checklist
- 13) Lead-Paint Regulations
- 14) Occupancy/Visitor Statement & Legal Use of Address
- 15) Security Deposit Refund Guidelines
- 16) HCVP Landlord Certification

Documents #3 (RFTA packet) is given to the applicant/tenant when they are initially eligible for a voucher or have a voucher and want to move. We can also e-mail it to the prospective landlord if requested. This is the document that the landlord will fill out with the information pertaining to the unit to be rented.

The RFTA packet provides the housing authority with the information of the start date of the lease, monthly rent, number of bedrooms, and who will pay the utilities, among other things. This is used to help us calculate the tenant's portion of the contract rent and the BHA's Housing Assistance Payment (HAP) to the landlord.

Also included in the RFTA packet is a direct deposit (ACH) form. All landlords are now paid via direct deposit to their chosen bank accounts. NO EXCEPTIONS.

After BHA receives all the signed documents, we'll send the information to McCright and Associates to schedule an inspection of the unit and a "rent reasoner" will be completed by

04/20/2023

them as well. **The prospective tenant is not allowed to move into the unit until the housing inspection is performed and the unit passes the inspection.**

A current "Certificate of Occupancy" (C/O) from the City of Bethlehem must be provided by the landlord, it cannot be more than 3 years old. The City of Allentown requires landlords to register their units as "rental units". Landlords must provide a copy of this certification to BHA.

Landlords living out of the area must have a local contact person/agency designated for emergencies or repairs in the landlord's absence.

**If you are interested in listing your unit with BHA please call the receptionist, Ms. Mari Ortiz, at 610 865 8301.**

For further assistance, please feel free to call me at 610-865-8347 or by email at [emendez@betha.com](mailto:emendez@betha.com)

Sincerely,

*Elizabeth Méndez*

Elizabeth Méndez  
HCV/S8 Program Asst. Coordinator  
Bethlehem Housing Authority

04/20/2023

# Housing Choice Voucher Program

## U.S. Department of Housing and Urban Development

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

### Office of Public and Indian Housing

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

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

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

### 1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determine the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

### 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approval unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

### 3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (of the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provision of the HUD tenancy addendum shall control.
- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
  - 1. The owner and the family must execute the lease.
  - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
  - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determined that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
  - 1. The proposed unit or lease is disapproved for specified reasons, and
  - 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  - 1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adopting, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.
  6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State, or local housing assistance program.
  7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
  8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
  9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

## **5. Illegal Discrimination**

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

## **6. Expiration and Extension of Voucher**

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

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



HCVP/S8  
Request for Tenancy  
Approval Packet

(BHA DATE STAMP)

**Important Instructions for the Request for Tenancy Approval Packet**  
**The packet must be returned no later than the 10<sup>th</sup> of any given month and may not be photocopied or reproduced in any manner.**  
**FAXED COPIES WILL NOT BE ACCEPTED.**

All units that are being considered to be assisted by BHA must provide a current Certificate of Occupancy for the City of Bethlehem (not more than two [2] years old). City inspections are not always required with each move-in. Call Bethlehem's Inspections Department at 610-865-7091 to see if a new inspection is necessary; however, you will have 30 days from the date of the lease-up to provide the Certificate of Occupancy to BHA. Several cities and boroughs surrounding the City also require a Certificate of Occupancy. Allentown units must be registered with the City of Allentown as a rental unit and proof of the registration must be provided prior to the inspection.

- Please note that the family **must show you the Voucher** so that you are aware of the subsidy that the family may receive. It is not in the best interest for the landlord to rent a larger unit to the family than the Voucher covers. The rent burden may be too much for the family and would not be approved.

Please review the following information/documents enclosed within this packet which must be completed prior to the return to Bethlehem Housing Authority. Emailed RFTA packets should be scanned in PDF format and attached to the email (no cell phone photos will be accepted). They can also be dropped off in our drop box at 645 Main St. to the Attention of Elizabeth Mendez.

- ▶ All forms attached are necessary for the completed packet to be accepted. If you have multiple units, you **must** complete the back of Page 2, #12A. **Without a completed packet, no inspection of the unit can be scheduled.**
- ▶ The Request for Tenancy Approval form must be completed in **ALL** areas. Please be sure to fill in the Head of Household (tenant name) on Page 2 of the RFTA packet.
- ▶ **Any packet received after the 10<sup>th</sup> of any given month will be handled as soon as possible but we can't guarantee your requested lease-up date.**
- ▶ All units must be vacant and have the power on for the inspection to take place. Inspections are scheduled through McCright & Associates. If an inspection is scheduled and cannot be done for any reason, you may be charged for that inspection as BHA must pay for every inspection scheduled whether completed or not.
- ▶ All out of area landlords must have a local contact for repairs and emergencies. (All landlords must complete the Emergency Contract Form included with the RFTA packet.
- ▶ **ALL** landlords must complete the **Direct Deposit Form and attach a void check or bank letter verifying the routing and account numbers** for a checking account or a deposit slip for a savings account.
- ▶ **ALL** landlords must complete the **W-9 form (current landlords included)**.
- ▶ Landlords should provide a copy of their **Residential Lease** for BHA to review. The lease can be completed, but not signed by the landlord or tenant until after the inspection passes. **A basic approved lease is provided should your care to use it; however, there can only be one (1) lease in place as allowed by law.**
- Please see the attachments for the current utility allowances and average rents allowed by bedroom size for your information.

# Request for Tenancy Approval

Housing Choice Voucher Program

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

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

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

<b>1. Name of Public Housing Agency (PHA)</b> Bethlehem Housing Authority			<b>2. Address of Unit (street address, unit #, city, state, zip code)</b> _____		
<b>3. Requested Lease Start Date</b> _____	<b>4. Number of Bedrooms</b> _____	<b>5. Year Constructed</b> _____	<b>6. Proposed Rent</b> _____	<b>7. Security Deposit Amt</b> _____	<b>8. Date Unit Available for Inspection</b> _____
<b>9. Structure Type</b> <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<b>10. If this unit is subsidized, indicate type of subsidy:</b> <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

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

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



**12. Owner's Certifications**

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

Address and unit number	Date Rented	Rental Amount
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>

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

c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

**OMB Burden Statement:** The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



**Average Rents  
2023**

**Bethlehem Housing Authority  
S8/HCVP Department  
645 Main Street  
Bethlehem, PA 18018**

The following is our Approved Average Rents with the tenants paying the heating and hot water costs and if the family will be paying for the water, sewer and trash costs. Rent amount will only be approved once the rent reasonableness test is completed. Any rent amount that is over our average rents will result in the tenant paying more out of pocket if their income will allow it. **Tenant's portion of the rent cannot exceed 40% of their monthly adjusted income on a new lease-up.**

- If the landlord pays for the heat and the hot water, the rent would be adjusted accordingly with the utility chart that is used for all Voucher subsidized units. We also request that the owner pay for the trash hauling fees as the owner will be cited if trash is not picked up, not the tenant.
- **Owners: Please be aware that when you look at the Fair Market Rents on the HUD website, those figures are for rent and utilities combined; not just rent. See chart below. Also, if a landlord pays for heat and/or hot water, the rent amount could be higher.**

<b>AVERAGE RENTS 2023</b>		
<b>Bedroom Size</b>	<b>Water/Sewer paid by Tenant</b>	<b>Water/Sewer/Trash paid by Landlord</b>
1-br	\$1050.00	\$1150.00
2-br	\$1150.00	\$1300.00
3-br	\$1300.00	\$1600.00
4-br	\$1400.00	\$1700.00
5-br	\$1500.00	\$1750.00

Please note the family must show the landlord their Voucher so that they are aware of the subsidy the family is eligible to receive. It is not in the best interest of the family, or the landlord to rent a larger unit to the family than what their Voucher states as this may cause the family to have a rent burden that may be too much for the family to pay in rent and utilities. Tenant rental portions are capped at 40% of their monthly adjusted income for new rentals.

Once the Request for Tenancy Approval forms have been received by BHA and the inspection has been scheduled, a rent reasoner test will be completed which tests other non-assisted units in the area to the size, amenities and condition of the unit being considered for the program.

Landlords are also required to provide the most current City of Bethlehem's Certificate of Occupancy for the unit or provide proof that an inspection is scheduled for the unit. **(NOTE: City of Bethlehem has changed the inspection schedule to every three (3) years for all rental units).** This also applies to Bethlehem Township, Fountain Hill and Freemansburg and any other area in the Lehigh Valley that requires a unit inspection for a Certificate of Occupancy. The City of Allentown requires a unit to be registered as a rental unit and the landlord must provide proof of this to BHA.

**BETHELEHM HOUSING AUTHORITY  
HOUSING CHOICE VOUCHER - UTILITY RATES  
EFFECTIVE 1/1/23 FOR ALL NEW LEASE-UPS & ANNUAL RECERTIFICATIONS**

<b>Unit Type - Heating</b>	<b>0 BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
<b>High Rise</b>						
a. Natural Gas	\$39	\$45	\$53	\$65	\$73	\$91
b. Electric	\$42	\$52	\$63	\$77	\$96	\$112
<b>Low Rise</b>						
a. Natural Gas	\$41	\$54	\$72	\$90	\$108	\$124
b. Electric	\$50	\$65	\$87	\$107	\$129	\$148
c. Oil	\$104	\$136	\$182	\$225	\$271	\$311
<b>Garden Apt./Inner Row</b>						
a. Natural Gas	\$38	\$51	\$69	\$86	\$104	\$121
b. Electric	\$46	\$61	\$83	\$103	\$125	\$145
c. Oil	\$96	\$128	\$174	\$217	\$262	\$305
<b>Semi-Detached-TH/End Row</b>						
a. Natural Gas	\$46	\$60	\$79	\$98	\$115	\$131
b. Electric	\$55	\$72	\$94	\$117	\$138	\$151
c. Oil	\$116	\$150	\$198	\$246	\$289	\$329
<b>Single Family Detached</b>						
a. Natural Gas	\$51	\$68	\$82	\$103	\$117	\$136
b. Electric	\$60	\$82	\$98	\$124	\$140	\$163
c. Oil	\$127	\$172	\$206	\$259	\$293	\$341

<b>All Unit Types-Water Heat</b>						
a. Natural Gas	\$8	\$10	\$13	\$17	\$20	\$22
b. Electric	\$13	\$17	\$23	\$28	\$35	\$38
c. Oil	\$20	\$25	\$34	\$42	\$52	\$56

<b>All Unit Types-Cooking</b>						
a. Natural Gas	\$11	\$13	\$16	\$18	\$22	\$23
b. Electric	\$16	\$19	\$24	\$29	\$34	\$36

<b>All Unit Types - Electricity</b>	\$42	\$54	\$72	\$88	\$107	\$116
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<b>Water</b>	\$25	\$33	\$41	\$50	\$56	\$64
<b>Sewer/Recycling</b>	\$28	\$33	\$39	\$45	\$49	\$54
<b>Trash Hauling</b>	\$32	\$32	\$32	\$32	\$32	\$32

Updated 1/1/23

**Bethlehem Housing Authority**  
**645 Main Street**  
**Bethlehem, PA 18018-3899**  
**610-865-8300 \* (FAX) 610-865-8318 \* (TDD) 610-865-8333**

**Out of Area Landlord Emergency Contact Information**

**Landlord's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Maintenance Person/Agency Contact Information**

**Name/Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Landlords are required to immediately report any change of address telephone numbers and/or change of maintenance person/company information.**

**Failure to report this could result in the forfeiture of your rental payments.**



**HCVP/S8**  
**Authorization for**  
**Direct Deposit**

*Please complete and return to :*  
**Bethlehem Housing**  
**Authority**  
**Attn: Elizabeth Mendez**  
**645 Main Street**  
**Bethlehem, PA 18018**

**Please Attach One:**

- Void Check
- Bank Letter
- Deposit Slip



**ALL LANDLORDS ARE REQUIRED TO COMPLETE THIS SECTION!**

**It is required that you attach a "Void" check or a bank letter for a checking account or a deposit slip for a savings account to confirm the account and routing numbers.**

Name of Owner/Agency:

Address:

SSN or TIN#:

Phone Number: E-mail Address:



I hereby authorize the Bethlehem Housing Authority, herein after referred to as BHA, to deposit the Housing Assistance Payment (HAP) that is due to me into my check/savings account with the financial institution indicated below. If a debit or credit adjustment is necessary, it will be done with the first of the month deposit with prior notification from the BHA.

Name of Financial Institution:

Branch Address:

Phone Number:

Account Name:  Checking or  Savings

✓ ABA Routing Number: ✓ Account Number:

✓ This information can be found at the bottom of your check/deposit slip. Note: Not all savings account deposit slips show the routing number and routing numbers for checks and saving account deposits are never the same. Please verify this information with your bank.



In the event your account changes, please inform the BHA immediately, so as to ensure payment into the proper account.



This authorization is to be in effect until the BHA receives written notification from me of its termination in such time and manner to afford the BHA and the financial institution reasonable time to act on it.

Signature: Date:



**RESIDENTIAL LEASE**

1. **TENANT/HEAD of HOUSEHOLD:** (list all Tenants) **CHILDREN/OTHER FAMILY MEMBERS**  
\_\_\_\_\_  
\_\_\_\_\_  
**SPOUSE/CO-HEAD of HOUSEHOLD**  
\_\_\_\_\_  
\_\_\_\_\_

2. **LANDLORD**(list all landlords)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3. **PROPERTY**  
Landlord agrees to rent to tenant the following property:

4. **STARTING AND ENDING DATES OF LEASE** (also called "Term")  
A. Starting date: This lease starts on \_\_\_\_\_  
B. Ending date: This lease ends on \_\_\_\_\_

5. **RENEWAL TERM**  
This lease will automatically renew for a term of \_\_\_\_\_ at the Ending Date unless:  
A. Tenant gives landlord \_\_\_\_\_ days' written notice before Ending Date or before the end of Renewal Term,  
**OR**  
B. Landlord gives tenant \_\_\_\_\_ days' written notice before Ending Date or before the end of Renewal Term.

6. **RENT**  
A. The total rent due each month is \$ \_\_\_\_\_  
B. Tenant pays a late charge of \$ \_\_\_\_\_ if rent is more than \_\_\_\_\_ days late.

7. **BEFORE MOVING IN TENANT PAYS**  
A. Security Deposit to be paid to Owner: \$ \_\_\_\_\_

8. **USE OF PROPERTY**  
A. Tenant must use property as a primary residence.  
B. Not more than \_\_\_\_\_ people will live on property.

9. **UTILITIES AND SERVICES**  
Landlord will pay for/provide:

<input type="checkbox"/> Gas	<input type="checkbox"/> hot water	<input type="checkbox"/> stove
<input type="checkbox"/> electricity	<input type="checkbox"/> trash removal	<input type="checkbox"/> refrigerator
<input type="checkbox"/> heat	<input type="checkbox"/> snow removal	<input type="checkbox"/> other _____
<input type="checkbox"/> heater maintenance contract	<input type="checkbox"/> lawn and shrubbery care	<input type="checkbox"/> cold water cost
		<input type="checkbox"/> sewage & recycling costs

Tenant will pay for/provide:

<input type="checkbox"/> gas	<input type="checkbox"/> hot water	<input type="checkbox"/> refrigerator
<input type="checkbox"/> electricity	<input type="checkbox"/> trash removal	<input type="checkbox"/> other
<input type="checkbox"/> heat	<input type="checkbox"/> snow removal	<input type="checkbox"/> cold water costs
<input type="checkbox"/> heater maintenance contract	<input type="checkbox"/> lawn and shrubbery care	<input type="checkbox"/> sewage & recycling costs

10. **SPECIAL CLAUSES** Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by landlord or tenant after plain language pre-approval of this contract.

11. **CONDITION OF PROPERTY**  
Tenant understands that landlord will make no repairs, additions, or changes to the property except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

**12. IF PROPERTY WAS BUILT BEFORE 1978**

**Lead Warning Statement Housing** built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**A. Landlord initial one:**

- Landlord does not know of any lead-based paint or lead-based paint hazards (dangers) on the property; OR
  - Landlord knows that there is lead-based paint, or that there are lead-based paint hazards on the property. Landlord must explain what landlord knows about the lead-based paint and hazards, including how landlord learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Landlord must give tenant any other information landlord has about the lead-based paint and lead-based paint hazards.
- 

**B. Landlord initial one:**

- Landlord has no reports or records about lead-based paint or lead-based paint hazards at the Property; OR
  - Landlord has given tenant all available records and reports about lead-based paint or lead-based paint hazards at the property. List records and reports: \_\_\_\_\_
- 

**C. Tenant initial all that are true:**

- Tenant received the pamphlet *Protect Your Family from Lead in Your Home*.
- Tenant read the information landlord gave in paragraph 14 (A) and (B) above.

**D. Agent for landlord initial:**

Agent has told landlord of landlord's responsibility under the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. §4582d). Agent must make sure that landlord gives tenant the information required by the Act.

**E. Landlord, tenant, and agent for landlord certify:**

1. By signing this lease, landlord and tenant certify that the information given is true to the best of their knowledge.
2. By signing here, the agent for landlord certifies that the information given is true the best of agents knowledge.

(Agent's Signature) \_\_\_\_\_ Date \_\_\_\_\_

**13. RULES AND REGULATIONS**

- A. Rules for use of property are attached.     \_\_\_ Yes     \_\_\_ No
- B. Tenant promises to obey the rules.
- A. Landlord cannot change the rules unless the change benefits the tenant or improves the health, safety, or welfare of others.

**14. TENANT'S CARE OF PROPERTY**

Tenant, tenant's family and guest(s) agree to obey all laws and rules that apply to tenant.

**A. Tenant will:**

1. Keep the property clean and safe.
2. Get rid of all trash, garbage and any other waste materials as required by landlord and the law.
3. Use care when using any of the electrical, plumbing, ventilation or other facilities or appliances on the property, including elevators.
4. Tell landlord immediately of any repairs needed. Landlord does not have to repair any damage caused by tenant's willful, careless, or unreasonable behavior.

**B. Tenant will not:**

1. Keep any flammable materials on the property.
2. Willfully destroy or deface any part of the property.
3. Disturb the peace and quiet of other tenants.
4. Make changes to the property, such as painting or remodeling, without the written permission of landlord. Tenant understands that any changes or improvements will belong to the landlord.

**C. Repairs by Tenant:** Tenant will pay to repair any damage to the property or to any item in or on the property that the tenant, tenant's family or guest(s) cause through lack of care.

**15. LANDLORD WILL MAINTAIN PROPERTY**



- A. Landlord will keep the property and common areas in reasonable condition and as required by law.
  - B. Landlord will keep all the structural parts of the property in good working order, including:
 

ceilings	roof	floors	walls
doors	steps	porches	windows
  - C. Landlord will keep all systems, services, facilities, or appliances supplied by landlord in safe and good working order including:
 

air conditioning	sanitary	electrical	ventilation
drainage	security	heating	water heating
plumbing			
  - D. Landlord will keep property reasonably free of pests, rodents, and insects.
  - E. Landlord will supply utilities and services as listed in paragraph 9 (Utilities and Services) of this lease, unless the service is interrupted by circumstances beyond the landlord's control.
  - F. Landlord cannot increase rents, decrease services, or threaten to go to court to evict tenant because tenant:
    1. Complains to a government agency or to landlord about a building or housing code violation.
    2. Organizes or joins a tenant's organization.
    3. Uses tenant's legal rights in a lawful manner.
- 16. LANDLORD'S RIGHT TO ENTER**
- A. Tenant agrees to let landlord or landlord's representatives enter the property at reasonable hours to inspect, repair or show the property to prospective buyers.
  - B. Landlord will give tenant 24 hours' notice of date, time, and reason for the visit. In cases of emergency, landlord may enter property without notice. If tenant is not there, landlord will tell tenant who was there and why within 24 hours of the visit.
- 17. SECURITY DEPOSIT**
- A. Landlord cannot make tenant pay a security deposit of more than one month's rent
  - B. If the security deposit is more than \$100, the landlord must keep it in a special bank account (escrow account) and give tenant the name and address of the bank.
  - C. After the second year (if tenant continues to live on property), the landlord must keep the security deposit in an escrow account that earns interest. Landlord may keep 1 percent (1%) of the interest.
  - D. Landlord can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are the tenant's responsibility **upon the tenant's vacating the unit.**
  - E. When tenant moves from property, tenant will return all keys and give landlord written notice of tenant's mailing address where landlord can return the security deposit.
  - F. Landlord will prepare a list of charges for damages and unpaid rents. Landlord may deduct these charges from the security deposit. Landlord must return security deposit and interest (minus any charges to tenant) within 30 days.
- 18. POSSESSION**
- A. Tenant may move in (take possession of the property) on the starting date of this lease.
  - B. If tenant cannot move in because previous tenant is still there or because of property damage, tenant can :
    1. Change the starting date of the lease to the day when property is available. Tenant will not owe rent until property is available; OR
    2. End the lease and have all money already paid as rent or security deposit returned.
- 19. RENT INCREASES**
- If the lease is for a term of more than one year, landlord must give the tenant 60 days written notice of a rent increase with a copy to the Bethlehem Housing Authority.
- 20. NO PETS**
- Tenant will not keep any pets on any part of the property without landlord's written permission.
- 21. SMOKE DETECTORS**
- A. Tenant will maintain and test (monthly) any smoke detectors on the property.
  - B. Tenant will notify agent or landlord of any broken smoke detector(s).
  - C. Tenant will pay for any damage to property if tenant fails to maintain smoke detectors.
- 22. FIRE OR OTHER DAMAGE**
- A. If the property is accidentally damaged (fire, flood, etc.)
    1. Tenant may continue to live on the livable part of the property and pay a reduced rent as agreed to by tenant and landlord until the damages are repaired; if the law does not allow tenant to live on the property, then this lease is ended; OR
    2. If it is not possible for tenant to live on the property, tenant must notify landlord immediately that lease is ended and move out within 24 hours.
  - B. If lease is ended, landlord will return any unused security deposit or advanced rent to tenant.
  - C. If tenant, tenant's family or guest(s) cause damage by fire or other means, this lease will remain in effect and tenant will continue to pay rent, even if tenant cannot occupy the property.

**23. AFTER NOTICE TO END LEASE**

- A. After tenant or landlord has given written notice to end this lease, landlord may show property to possible tenants with 24 hours notice given to tenant. Landlord will not show property unless tenant is there or has a reasonable chance to be there. Tenant does not have to allow possible tenants to enter unless they are with the landlord or landlord's representative, or unless they have written permission from the landlord.
- B. Landlord may put up "For Sale" or "For Rent" signs on or near property.
- C. Tenant agrees to move out peacefully when lease is ended.

**24. IF TENANT BREAKS LEASE:**

**A. Tenant breaks this lease if:**

- 1. Tenant does not pay rent or other charges.
- 2. Tenant leaves property permanently before the end of this lease.
- 3. Tenant does not move out when supposed to.
- 4. Tenant fails to do anything agreed to in this lease.

- B. **Non-Payment of Rent:** If tenant breaks lease by not paying rent or other charges, landlord cannot evict tenant (force tenant to move out) from the property without written notice. Tenant agrees that a written notice of 30 DAYS is sufficient. This means that if tenant has not moved from the property before the 31<sup>st</sup> day after the landlord has given tenant written notice, landlord can file a lawsuit to evict tenant.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

- C. **Other Lease Violations:** If tenant breaks any other term of this lease, landlord must give tenant written notice describing the violation and give tenant 30 DAYS' written notice to move from the property. If tenant does not move out, landlord can file a lawsuit to evict tenant on the 31<sup>st</sup> day.

**TENANT IS WAIVING OR GIVING UP TENANT'S RIGHT TO LONGER NOTICES TO CORRECT PROBLEMS AND TO MOVE OUT.**

**D. If Tenant Breaks Lease for Any Reason, Landlord may:**

- 1. **Get back possession of the property by going to court to evict tenant..**
- 2. **File a lawsuit against tenant** for rents and charges not paid and for rents and charges for the rest of the rest of the lease term. If landlord wins (gets a money judgement against tenant). Landlord can use the court process to take tenant's personal goods, furniture, motor vehicles, and money banks.
- 3. **Keep Tenant's Security Deposit.**
  - A. If property is sold, on the date of settlement, landlord will give tenant in writing:
    - 1. The names, address, and phone number of the new landlord.
    - 2. Where rent is to be paid.
    - 3. Notice that the security deposit has been given to the new landlord, who will be responsible for it.
  - B. Tenant agrees that landlord may transfer tenant's money and advanced rent to the new landlord.
  - C. Tenant understands that landlord will have no duties regarding this lease after the property has been sold.

**25. GOVERNMENT TAKES PROPERTY**

- A. The government or other public authority can take private property for public use. The taking is called *condemnation*.
- B. If any part of the property is taken by the government, landlord will reduce tenant's rent proportionately. If all the property is taken or is no longer usable, this lease will end and tenant will move out. Landlord will return to tenant any unused security deposit or advance rent.
- C. No money paid to landlord for the condemnation of the property will belong to tenant.

**26. SUBLEASING AND TRANSFER**

- A. Landlord may transfer this lease to new owner (via selling of the property). Owner agrees that the lease term/contract rent will remain the same with no rent increase allowed by new owner unless the annual re-certification recently was completed and no rent increase was previously approved. A 60-day written notice to increase the rent must then be given to the tenant and BHA by the new owner. The new owner will then be required to draw up a new lease at the end of the lease term using a BHA lease or their own lease which must be BHA approved and a signed copy given to BHA.
- B. Tenant may not transfer this lease or *sublease* this property (rent to another person) without landlord's written permission. Landlord must be reasonable about giving written permission.

**27. TENANT HAS FEWER RIGHTS THAN MORTGAGE LENDER**

Landlord may have a mortgage on the property. If so, landlord agrees to make the mortgage payments. The rights of the mortgage lender come before the rights of the tenant. (Example: If landlord fails to make mortgage payments, the mortgage lender could take the property and end this lease).

**TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER WILL HAVE THE RIGHT TO END THIS LEASE.**

**28. INSURANCE AND RELEASE**

A. Tenant understands that:

1. LANDLORD'S INSURANCE DOES NOT COVER TENANT, TENANT'S PROPERTY, OR GUESTS.

2. TENANT SHOULD HAVE FIRE & LIABILITY INSURANCE TO PROTECT TENANT, TENANT'S PROPERTY AND GUESTS WHO ARE INJURED WHILE ON THE PROPERTY.

B. Landlord is not legally responsible for any injury or damage that occurs on the property and tenant agrees to pay any loss or claim, including attorney's fees that result from the damage or injury.

C. Landlord is responsible for any injury or damage that results from landlord's carelessness.

D. Tenant is responsible for any loss to landlord that tenant, tenant's family or guest(s) cause.

**29. CAPTIONS**

The headings in this lease are meant only to make it easier to find the paragraphs.

**30. ENTIRE AGREEMENT**

This lease is the entire agreement between tenant and landlord. No spoken or written agreements made before are a part of this lease unless they are included in this Lease.

**31. NOTICE BEFORE SIGNING**

THIS LEASE IS A LEGAL CONTRACT. IF TENANT HAS LEGAL QUESTIONS, TENANT IS ADVISED TO TALK TO A LAWYER BEFORE SIGNING THIS LEASE.

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

TENANT \_\_\_\_\_

DATE \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_

**LANDLORD TRANSFERS LEASE TO A NEW LANDLORD**

As part of payment received by Owners (landlords), \_\_\_\_\_  
(name of current Landlord)

now transfers to \_\_\_\_\_, this Lease and the right to  
(name of new Landlord, his heirs and estate)

receive the rents and other benefits

CURRENT  
LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

NEW  
LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the

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

**b. Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

**8. Termination of Tenancy by Owner**

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

**c. Criminal activity or alcohol abuse**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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

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

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
  - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
  - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;  
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

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

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

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

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

**10. Eviction by court action**

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

**11. Owner notice of grounds**

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

**12. Lease: Relation to HAP Contract**

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

**13. PHA Termination of Assistance**

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

**14. Family Move Out**

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

**15. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the



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

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

#### 16. Prohibition of Discrimination

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

#### 17. Conflict with Other Provisions of Lease

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

#### 18. Changes in Lease or Rent

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

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

#### 19. Notices

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

#### 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

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

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

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Instructions for use of HAP Contract**

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

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Part A of the HAP Contract: Contract Information

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

1. **Contents of Contract**

This HAP contract has three parts:

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

2. **Tenant**

3. **Contract Unit**

4. **Household**

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

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

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

7. **Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

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

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

**Signatures**

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

**Public Housing Agency**

**Owner**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

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

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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

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

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

**5. Provision and Payment for Utilities and Appliances**

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

**6. Rent to Owner: Reasonable Rent**

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

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
  - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
  - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
  - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

**e. Limit of PHA responsibility**

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

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

**8. Owner Certification**

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

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

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

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

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

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

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

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

**12. Exclusion of Third Party Rights**

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

**13. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

**14. Assignment of the HAP Contract**

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.



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

- (1) Has violated obligations under a housing assistance payments contract under Section 8;
- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
- (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
  - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
  - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
  - (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.

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

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

**17. Entire Agreement: Interpretation**

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

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

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

**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the

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

**b. Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

**8. Termination of Tenancy by Owner**

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

**c. Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from

which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

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

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

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

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

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

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

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

- a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

**i. Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

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

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

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

**10. Eviction by court action**

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

**11. Owner notice of grounds**

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

**12. Lease: Relation to HAP Contract**

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

**13. PHA Termination of Assistance**

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

**14. Family Move Out**

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

**15. Security Deposit**

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

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**16. Prohibition of Discrimination**

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

**17. Conflict with Other Provisions of Lease**

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

**18. Changes in Lease or Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed

changes in the lease other than as specified in paragraph b.

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

**19. Notices**

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

**20. Definitions**

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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

# Inspection Checklist

Housing Choice Voucher Program

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

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

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

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

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA

<b>A. General Information</b>		<b>Housing Type</b> (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
<b>Inspected Unit</b>		
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6	Year Constructed (yyyy)	
<b>Owner</b> Name of Owner or Agent Authorized to Lease Unit Inspected		
Address of Owner or Agent		
Phone Number		

<b>B. Summary Decision On Unit (To be completed after form has been filled out)</b>			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	

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

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

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



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

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

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

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

**C. Special Amenities (Optional)**

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

**D. Questions to ask the Tenant (Optional)**

**1. Living Room**

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

**2. Kitchen**

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

**3. Other Rooms Used for Living**

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

**4. Bath**

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

**5. Overall Characteristics**

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

**6. Accessibility for Individuals with Disabilities**

Unit is accessible to a particular disability.  Yes  No Disability

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

**E. Inspection Summary/Comments (Optional)**

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

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
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Type of Inspection	Initial	Special	Reinspection
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Item Number Reason for "Fail" or "Pass with Comments" Rating

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Continued on additional page Yes  No

BETHLEHEM HOUSING AUTHORITY  
645 MAIN STREET, BETHLEHEM, PA 18018  
OFC: (610)865-8300, FAX: (610)865-8318, TDD: (610)865-8333

**\*\*SECTION 8 LANDLORDS\*\***

**NEW LEAD-PAINT REGULATIONS**

**EFFECTIVE DATE: SEPTEMBER 15, 2000**

HUD has issued a regulation to protect children under the age of six (6) from lead-based paint hazards, where federal assistance is involved. The regulation establishes requirements that will control lead-based paint hazards in such housing. **If your rental unit was built before 1978, this will affect you.** Efficiency units and units occupied by the elderly or people with disabilities will be exempted as long as children under six (6) will not be residing in the unit.

The complete regulation may be downloaded from the internet at: [www.hud.gov/lea](http://www.hud.gov/lea), or by mail from the National Lead Information Center at **1-800-424-LEAD**.

A visual assessment will be conducted of all painted surfaces inside and exterior upon the initial or periodic (Re-Certification) inspection. If a child under six or a pregnant woman is a member of a family that will reside in a unit with assistance, the PHA must perform an inspection of the unit to determine whether there is lead-based paint or any deteriorated lead-based paint (inside or exterior).

The rule requires that all deteriorated paint must be stabilized or abated, except when the paint is found not to be lead-based, or when the deterioration is limited to hairline cracks or small nicks, scratches, or nail holes. In addition, "safe work practices" (that is occupant protection, work-site preparation and specialized cleaning) must be used during stabilization or abatement only when the area of paint being disturbed is greater than:

20 square feet on exterior surfaces; or

2 square feet in an interior room; or

10% of a building component with a small surface such as a window frame.

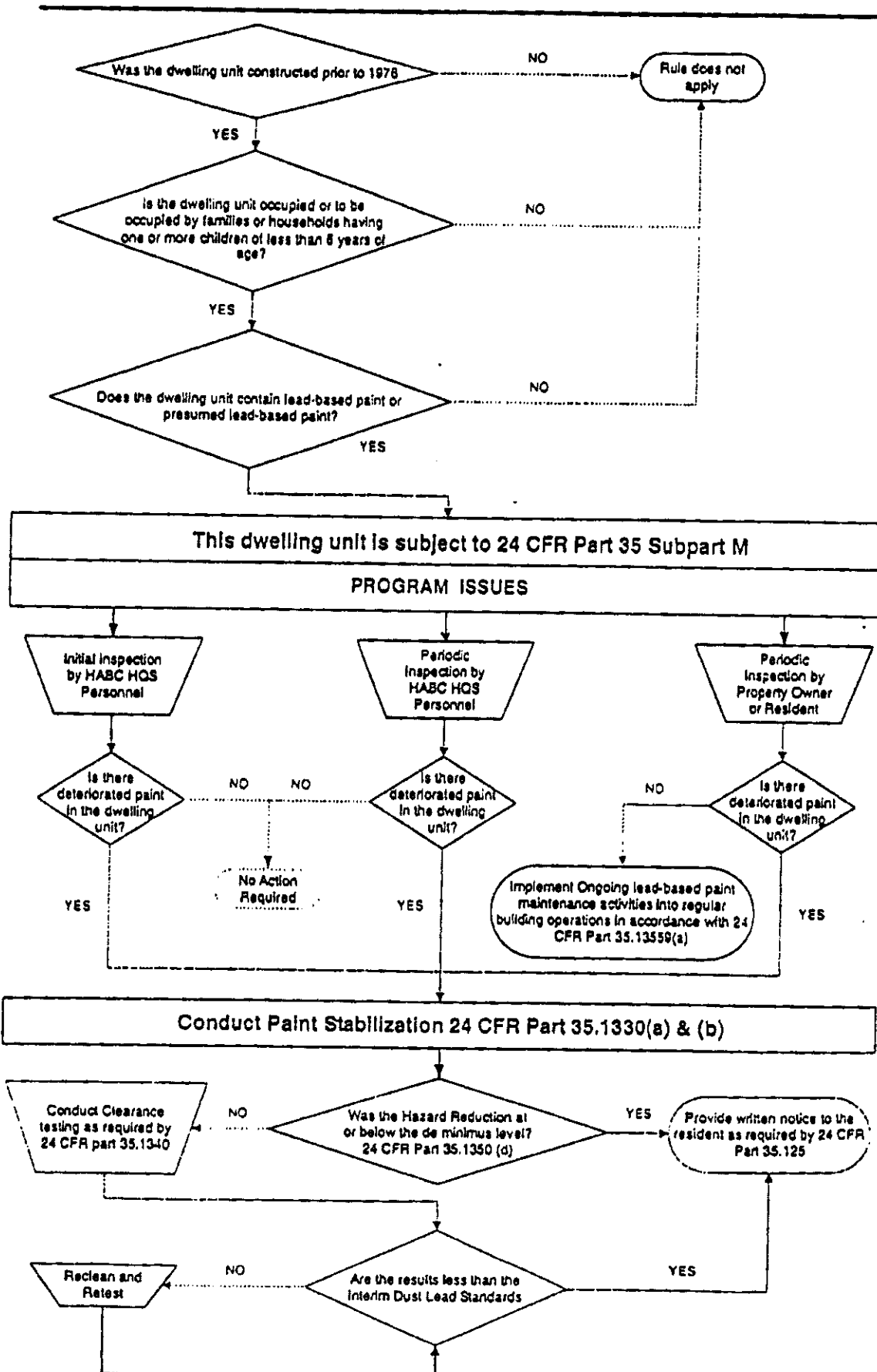
The law requires that workers and subcontractors must be specifically trained in accordance with law. An owner may not do the stabilization unless he has completed one of a few available courses. Clearance examinations must be performed by a Certified Risk Assessor after paint stabilization has been completed.

Certification of clearance must be presented within thirty (30) days of when owner was notified of deteriorated paint, as a condition for subsidy to continue.

**OWNERS ARE URGED TO INSPECT THEIR UNITS INSIDE AND EXTERIOR FOR CHIPPING, CRACKING, PEELING PAINT PRIOR TO A HUD INSPECTION TO INSURE COMPLIANCE WITH HUD REGULATIONS.**

For questions regarding your property, please contact: BHA's inspection contractor, McCright & Associates, LLC @ 610-230-7624. You can also contact the City of Bethlehem Health Department (Lauren Fischer, Risk Assessor) @ 610-865-7083 or 610-865-7326 for assistance with lead-paint remediation.

Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing  
 Receiving Federal Assistance Decision Tree  
**Tenant-Based Rental Assistance**





**BETHLEHEM HOUSING AUTHORITY**  
**645 MAIN STREET**  
**BETHLEHEM, PA 18018-3899**  
**610-865-8300 \* (FAX) 610-865-8318 \* (TDD) 610-865-8333**

**OCCUPANCY/VISITOR STATEMENT AND LEGAL USE OF ADDRESS**

The Bethlehem Housing Authority Section 8/Housing Choice Voucher (HCV) Policy states that no person, other than those listed on the lease and application, shall live-stay in the unit other than on a temporary basis **not to exceed two (2) weeks**. This is to ensure that the total tenant payment is accurately based on the **total monthly income of that household**.

If this situation should arise during the term of the lease, I understand that I must seek the permission of the Bethlehem Housing Authority **and** my landlord before any individual may be added to my household composition. I agree to provide any information that may be required should I seek permission to add a member to my household. I understand that my landlord maintains the right to approve or deny my request for such an addition.

I further understand that to allow any person to stay more than 30 days in a calendar year (2-week maximum per event), is not complying with this visitation policy and such action will be considered unauthorized occupancy.

I also understand that anyone who has been evicted from the Bethlehem Housing Authority's Public Housing or Section 8/HCV Programs, or any other PHA, will not be allowed to stay/visit in my unit.

I have also been advised and understand that it is the policy of the Bethlehem Housing Authority to determine that any person using my residence address as a mailing address is considered to be in occupancy in my unit. No person(s), other than those authorized to reside in the unit may use my address as their own for any purpose.

**BETHLEHEM HOUSING AUTHORITY  
SECURITY DEPOSIT REFUND GUIDELINES**

**Return of your security deposit is subject to the following conditions:**

1. The full term of the lease has expired, or the landlord has accepted a proper notice to vacate prior to the expiration of the lease and all provisions contained in the lease and in this notice have been complied with.
2. Entire rental property including range, oven, refrigerator(s), sinks, countertops, bathroom(s), appliances, cabinets, closets, windows, carpets, tile/vinyl floor coverings, porch, deck, balcony, etc. must be left in clean condition.
3. No damage to rental property allowed beyond normal wear and tear. Unit should be left in the same condition it was in at the time of move-in.
4. No past due rent or unpaid late charges. Tenant(s) who remain in unit after the first of the month can be charged rent on a pro-rated day-to-day basis by the owner until keys are given to the owner and the unit is TOTALLY vacated.
5. A forwarding address must be given with the landlord or agent.
6. There must be no wall coverings, stickers, scratches, or holes in the walls or elsewhere. Tenant cannot be charged for painting unless it requires a sealer to cover dark-painted walls not approved by the landlord. The tenant can be charged for holes and/or any other damage to the walls, ceilings and floors beyond normal wear and tear.
7. All keys, including those from mailboxes must be returned to the landlord.
8. All debris, rubbish, trash, garbage, and recyclable items must be placed in containers in designated areas. All hauling must be removed at tenant's expense.
9. The security deposit may not be applied to last month's rent.
10. The following will be deducted from the security deposit, if necessary: (A) Cost of labor and materials for cleaning, repairs, removals and replacements incurred by the tenant, (B) rent loss due to necessary cleaning and repair time, (C) charges based on actual damages done to the property and, (D) any unpaid rent and late charges still outstanding by the Tenant.

**BETHLEHEM HOUSING AUTHORITY**  
**645 Main Street, Bethlehem, PA 18018-3899**  
**610-865-8300 \* (FAX) 610-865-8318 \* (TDD) 610-865-8333**

**SECTION 8 LANDLORD CERTIFICATION**

**TENANT(S) NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Ownership of Assisted Unit**

I certify that I am the legal or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother or any member of the family, unless the Housing Authority 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.

**Approved Residents of Assisted Unit**

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments. The Housing Authority has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

**Housing Quality Standards**

I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

**Owner's Lease**

The owner's lease must include word-for-word all provisions of the HUD lease addendum.

**Security Deposit and Tenant Rent Payments**

I understand that the amount of security deposit and the tenant's portion of the contract rent are determined by the Housing Authority and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which have not been specifically approved by the Housing Authority.

**Reporting Vacancies to the Housing Authority**

I understand that should the assisted unit become vacant, I am responsible to notify the Housing Authority immediately in writing.

**Computer Matching Consent**

I understand the Housing Assistance Payment Contract permits the Housing Authority or HUD to verify my compliance with the Contract. I consent for the Housing Authority or HUD to conduct computer matches to computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Section 8 Program with other Federal and State agencies with other Federal and State agencies.

**Administrative and Criminal Actions for Intentional Violations**

I understand that failure with the terms and responsibilities of the Housing Assistance Payments Contract is grounds for termination of participation in the Section 8 Program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State criminal law.

**X**

\_\_\_\_\_  
Signature of Landlord/Agent

Date **X**

**WARNING – Title 18 US Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or Agency of the United States. State laws may also provide penalties for false or fraudulent statements.**