



San Antonio Housing Authority

Moving Packet

Owner/Landlord Information

Landlords:

1. Complete the RTA (Request for Tenancy Approval) with your prospective resident, sign it and give it to the resident.
2. Prepare 3 leases (1 original and 2 copies) for the resident to bring to SAHA for completion. Please see the handout “Lease Requirements” in the moving packet.
3. Owner’s must complete the W-9 and return to SAHA via resident, hand delivery, fax or mail.
4. If payments are to be made to another party, have that party complete a W-9 also and submit to SAHA via resident, hand delivery, fax or mail.
5. Verification of Tax ID’s (SSN, TIN and EIN) is required.
6. SAHA makes all payments using Direct Deposit (DD). Complete the Direct Deposit Authorization form located in the packet and return to SAHA via resident, hand delivery, fax or mail.
7. Payments will be made after:
 - a. The unit has passed inspection by SAHA
 - b. All documentation has been completed and submitted to SAHA

PLEASE NOTE: DD and/or W-9 forms can be submitted via mail, fax, or hand delivered. The forms do not have to be submitted with the family; however, the forms must be received for an inspection to be generated. If the forms are not received within 2 business days of SAHA accepting the moving packet, the moving packet will be returned to the family.



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

ASSISTED HOUSING PROGRAMS

PLEASE VISIT US ON THE WEB AT WWW.SAHA.ORG

Our website has been given a facelift and updated with many new features enabling us to serve you better!

The new www.SAHA.org now includes a section dedicated to the Section 8 Housing Choice Voucher Program.

In this new and improved section, here are some of the things you will find:

- Caseworkers' phone & fax numbers for inquiries
- How to list your available properties for participation in the program
- Owner Orientation Packets and Inspection Guidelines
- SAHA forms are available for downloading, such as:
 - Change of Owner/Payee
 - Moving Packets
 - RTA's
 - Direct Deposit Requests
 - And much more...

Deposit summaries are available in the Landlord Corner.

- For single unit inquiries, please contact the tenant's caseworker using the directory on our website located at www.SAHA.org under the Sec 8 Housing Choice Voucher – General Information
- **For multiple unit inquiries**, please submit via email Landlords@SAHA.org or fax (210) 477-6786. Please be sure to include: Property & Payee Name, Your fax number and Email address, Tenant Name, Unit Address and Description of Issue. If requesting payments, please indicate which months you are specifically inquiring about.



Landlord Information

This side of your briefing portfolio contains information that needs to be given to your landlord. The documents included in this landlord information packet include:

1. Request for Tenancy Approval (RTA)

The form is required by HUD and must be completed by the landlord and signed by the landlord and the head of household. (HUD-52517)

2. Lease Requirements

This SAHA document describes what the landlord should and should not include in the lease, and how many copies of the lease are required.

3. Tenancy Addendum

This form is required by HUD to be attached to the tenant lease. (HUD-52641-A)

4. Owner Certification Form

This SAHA form certifies legal ownership of the property. Proof of ownership must be included. A copy of the management agreement is required if the property is managed by property management.

5. Lead Base Paint Disclosure

Required by 24 CFR 35.92(b). Landlords must complete and sign this form for properties built before 1978.

6. W-9

This form is the Request for Taxpayer Identification Number and Certification Form W-9 from the IRS. A separate W-9 form must be completed for the owner and the HAP Payee if payments are to be made to someone other than the owner. (ex. Property Manager). Proof of Tax ID (SSN or EIN) must be provided for payee only.

7. HQS Inspection Checklist for Landlords

To participate in the Section 8 program, landlords must ensure that units pass Housing Quality Standards (HQS) set by federal regulations and the Department of Housing and Urban Development. This is a checklist to help landlords ensure their units pass HQS inspections conducted by the SAHA inspection team.

8. Direct Deposit Authorization

Direct Deposit of HAP payments are required. Form must be completed with a voided check attached.

IMPORTANT

All forms must be completed as specified and returned to SAHA for verification and approval. The documents must be returned to SAHA by the head of household or an adult authorized in writing by the head of household.

Copies of landlord forms are available at several locations for your convenience:

- On the SAHA website at <http://www.saha.org/section%208/html/landlords.html>
- On the HUD website: http://www.hudclips.org/sub_nonhud/html/forms.htm
- Direct inquiries or requests to landlords@saha.org



820 S. FLORES ST. ① SAN ANTONIO, TEXAS 78204 ① 210-477-6262 ① www.saha.org

Assisted Housing Programs

ATTENTION

The San Antonio Housing Authority (SAHA) is not accepting contracts for the following areas and streets listed below. Request for Tenancy Approval submitted for units located in these areas ***WILL NOT*** be accepted.

The Camelot II (North East SA)

Brecon	Neston
Stockport	Oldham
Chipping	Ashbrook
Belforest	Cork
Mallow	Broadwick
Sarepto	Langport
Bridleway	Quail Hill
Winsford	
Swinford	

Larkspur (North SA)

Baywood
Baltic
Anchor
Lockhill Selma
Amhurst
Belair
Silver Oaks

Windsor Heights (North East Sa)

Windsor Oaks
Windsor Hollow
Brother Lane
Oak Chase

Any individual with a disability or other medical need who requires accommodation in respect to this correspondence should contact the San Antonio Housing Authority at (210) 477-6205.

Esta nota es muy importante. Si usted no comprende esta nota porque es escrito en inglés, por favor llame al (210) 477-6205 inmediatamente para asistencia.

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. 05/31/2004)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment *						
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House (Duplex) <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup (Four stories or less) <input type="checkbox"/> Elevator / High-Rise (Five stories or more)						
10. If this unit is subsidized, indicate type of subsidy:						
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development						
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit						
<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____						

11. Utilities and Appliances

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

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

12. Owner's Certifications. **

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

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

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

c. Check one of the following:

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

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

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

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative ***		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

<p>* For section 9, please mark the appropriate checkbox for your unit based on the following guidelines:</p> <ul style="list-style-type: none"> Single Family residence - check <i>Single Family Detached</i>. Duplex - circle <i>Semi-Detached</i>. Townhouse - circle <i>Row House</i>. Mobile home - check <i>Manufactured Home</i>. Four or fewer stories (apt. or condo) - circle <i>Walkup</i>. Five or more stories (apt. or condo) - circle <i>High-Rise</i>. <p>Failure to complete section 9 accurately will result in the RTA being returned to you for completion, which will result in delay of processing and of the effective date of the contract.</p>	<p>** Owners of projects with more than 4 units must complete section 12a of the RTA form.</p> <p>Section 12a of the RTA allows the owner to certify that the rent charged to the Section 8 tenant is not more than the rent charged for other unassisted comparable units. It also provides the owner the opportunity to justify the proposed rent, based on comparable units in the area.</p> <p>Failure to complete section 12a will result in delay of processing and the effective date of the contract.</p>	<p>*** Please fill out the following to ensure proper issuance of your housing assistance payment.</p> <p>Print or type name of property owner, if different from party authorized to execute lease: Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____</p> <p>Print or type name of party authorized to receive housing assistance payment (HAP): Name: _____</p> <p>Failure to correctly indicate owner and party authorized to receive HAP will result in delay of payment.</p>
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<input type="checkbox"/> In place <input type="checkbox"/> Moving Date RTA accepted: _____ Lease expiration date: _____ SSN: _____ Accepted by: _____ Census tract #: _____ UA: _____	FOR OFFICE USE ONLY
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Lease Requirements

This sheet provides information to the Section 8 landlord on lease requirements that are necessary to process the Housing Assistance Payment (HAP) contract.

Copies of the lease

To process your Housing Assistance Payment (HAP) contract, please submit

1. The original lease
2. Two copies of the original lease

What to include on the lease

1. Tenant's name
2. Names of all persons to reside in the unit
3. Owner's name
4. If applicable, the management agent's name with copy of management agreement
5. The correct address of the unit
6. Security deposit amount collected
7. Any extra fees to the tenant such as late payment fees
8. State who will be responsible for utilities and who will provide appliances
9. Forms and information required by HUD
 - a. The HUD tenancy addendum (form HUD-52641-A)
 - b. Lead Warning Statement and disclosure information (24 CFR 35.92(b)).
 - c. Provision that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

What not to include on the lease

1. **Please do not fill in the lease dates or rent amounts on the lease at this time.** The dates and rent amount will be included on the lease after inspection and agreement between the SAHA representative and the landlord.
Note: The lease must be for one year.
2. **Leases with whiteout, mark-throughs, or other corrections will not be accepted.**
3. Leases that contain blanket charges for maintenance will not be accepted. Maintenance costs must be specifically defined.
4. Leases in which the landlord pays utilities up to a certain amount will not be accepted. The lease should state that either the landlord or the tenant is responsible for the utility payment, but not both.

Questions? Comments? Need copies of forms?

Email us at landlords@saha.org or visit our new website at www.saha.org

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. 07/31/2007)

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 includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;

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

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and

local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color,

religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Tenancy Addendum
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

(To be attached to Tenant Lease)

1. Tenancy Termination:

- a. Any drug related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.
- b. The owner will evict the family when the owner determines:
 - i. Any household member is illegally using a drug.
 - ii. A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

2. Utility and Appliance Responsibilities

The owner and tenant must agree on who is responsible for providing appliances and paying utility services by designating "O" for the Owner and "T" for the Tenant below:

Utilities	Appliances
_____ Electricity	_____ Stove
_____ Gas	_____ Refrigerator
_____ Water	
_____ Sewer	
_____ Trash Pick Up	

3. The tenant has the option of overlapping the Housing Assistance Payment (HAP) Contract, dependent upon a passed inspection. Please note that an overlap in HAP will result in the tenant's responsibility of a prorated amount of their portion of rent.

Requested contract start date: _____

Resident

Date

Owner or Owner Representative

Date



Owner Certification Form

Street address of assisted unit

City

State

Zip

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.

Owner _____

Management Agent _____ Apt. Mgr. _____

Proof of ownership

Proof of ownership must be provided:

1. Copy of the Bexar Appraisal District Property Information card or a copy of the deed
2. If you are the management agent/property manager, a copy of the management agreement/contract

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 assisted unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments on behalf of the assisted family.

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 during the term of this contract.

Tenant rent payments

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

Reporting vacancies or abandoned units

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

Enforcement of the lease

I understand that I must enforce my lease for serious or repeated lease violations.

Administrative and criminal actions for intentional violations

I understand that failure to comply 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.

Signature of Landlord/Agent

Date

Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department of Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

Questions? Comments? Need copies of forms?

Email us at landlords@saha.org or visit our new website at www.saha.org

Rev 12/06



Lead Based Paint Form

Landlord Copy

IMPORTANT

Landlords must complete this form for properties built before 1978

Lead Based Paint Warning Statement

Housing units built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor's must disclose the presence of known lead-based paint and/or lead hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. Check 1 or 2.

1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing unit (explain).
2. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing unit.

Records and reports available to the Lessor. Check 1 or 2.

1. _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead -based paint hazards in the housing unit. List documents below:
2. _____ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing unit.

Lessee's Acknowledgment

Receipt of information. (Please initial)

_____ Lessee has received copies of all information listed above.

_____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Knowledge of elevated blood levels. Check 1 or 2.

1. _____ Lessee has no knowledge of elevated blood levels in any of his or her children.
2. _____ Lessee has knowledge of elevated blood levels in his or her children.

If 2 is checked, please specify: _____

Agent's Acknowledgment (please initial)

_____ Agent has informed the Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Family

Date

Owner/Agent

Date



Lead Based Paint Form Participant Copy

IMPORTANT

Landlords must complete this form for properties built before 1978

Lead Based Paint Warning Statement

Housing units built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor's must disclose the presence of known lead-based paint and/or lead hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. Check 1 or 2.

1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing unit (explain).
2. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing unit.

Records and reports available to the Lessor. Check 1 or 2.

1. _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead -based paint hazards in the housing unit. List documents below:
2. _____ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing unit.

Lessee's Acknowledgment

Receipt of information. (Please initial)

_____ Lessee has received copies of all information listed above.

_____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Knowledge of elevated blood levels. Check 1 or 2.

1. _____ Lessee has no knowledge of elevated blood levels in any of his or her children.
2. _____ Lessee has knowledge of elevated blood levels in his or her children.

If 2 is checked, please specify: _____

Agent's Acknowledgment (please initial)

_____ Agent has informed the Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Family

Date

Owner/Agent

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

210-477-6262

www.saha.org

Assisted Housing Programs

What is Housing Quality Standards?

Housing Quality Standards (HQS) are minimum property standards that have been approved by the U.S. Department of Housing and Urban Development (HUD). The San Antonio Housing Authority (SAHA) is required to enforce these federal property standards on a local level.

What is the Purpose of Housing Quality Standards?

The goal of the Housing Choice Voucher Program (HCVP) is to provide decent, safe and sanitary housing at an affordable cost to low-income families. HQS helps HUD and SAHA accomplish that goal by defining standards for housing and establishing the minimum quality criteria necessary to ensure the health and safety of program participants. All assisted housing units must meet HQS in order to participate in the HCVP and various special programs.

You can view the HUD Inspection Form, 52580-A (9/00), by visiting HUD's website:

<http://www.hud.gov/offices/adm/hudclips/forms/files/52580-a.pdf>. This form provides guidance to SAHA in interpreting the standard, as well as HUD regulations.

Additional HQS information is listed in Chapter 8 of the HCVP's Administrative Plan. You can find this document online at <http://saha.org/aboutsaha/pdfs/2010%20Agency%20Plan/2010%20Admin%20Plan-Finalized.pdf>.

When are HQS Inspections Conducted?

To ensure program participants are residing in quality housing, HUD requires SAHA to inspect units at initial occupancy and at least annually thereafter. Types of inspections include:

- **Initial/move-in inspection** – This inspection is in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass inspection before the effective date of the Housing Assistance Payment Contract (HAPC). If the inspector determines that the unit is not move-in ready, the inspection will be rescheduled.
- **Annual inspection** – This is a yearly “picture” of the unit’s condition. It ensures participants are complying with their responsibilities and it allows SAHA to verify that the owner is maintaining the property in a decent, safe and healthy condition.

- **Complaint inspection** – Conducted when there is a complaint, originating from a participant, landlord or other concerned party.
- **Emergency inspection** – Conducted when life-threatening conditions, such as lack of security for the unit, major plumbing leaks, natural gas leak or fumes, inoperable or missing smoke detectors, etc. are present.
- **Quality control inspection** – HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

How is HQS Enforced?

SAHA staff and contractors ensure that current and potential assisted housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections.

What are the 13 Key Aspects of HQS?

The 13 key aspects are:

1. Sanitary facilities
2. Food preparation and refuse disposal
3. Space and security
4. Thermal environment
5. Illumination and electricity
6. Structure and materials
7. Interior air quality
8. Water supply
9. Lead-based paint
10. Access
11. Site and neighborhood
12. Sanitary conditions
13. Smoke detectors

What Happens if a Unit Fails Inspection?

- Inspectors will document the deficiencies on a Failed Items Inspection Report, which is then provided to the landlord and the participant.
- After a follow-up inspection letter is issued, the owner is given at least 30 days on initial/move-in inspections to complete the necessary repairs. For annual inspections, repairs must be made within 21 days or 24 business hours for life-threatening emergencies.
- SAHA will re-inspect the unit within the allotted time.
- If the deficiencies are not corrected, the unit will receive a failure rating for the final inspection.

- If the deficiencies are the owner's responsibility and they are not corrected, the housing assistance payment contract (HAPC) will terminate effective the last day of the month following the final failed inspection (i.e. final failed inspection May 28; contract terminates effective May 31).
- If the deficiencies are the participant's responsibility and they are not corrected, the HAPC will terminate when the participant's assistance is terminated, generally 30 days after the month in which the unit final failed inspection (i.e. final failed inspection May 28; contract terminates effective June 30).

Units sometimes fail inspections because landlords and participants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons, SAHA encourages you to conduct pre-inspections prior to the scheduled inspection to ensure commonly failed items are corrected before the inspection.

What are Common HQS Deficiencies?

- **Entry doors** must lock securely. Check the weather-stripping (i.e. if there are gaps that let air in, weather-stripping must be applied), the doorjamb and the strike plate for defects.
- **Windows** designed to open must open and have a permanent lock attached (sticks and thumbscrews are not accepted as locking devices). The windowpanes must not be broken or cracked.
- **Units must be free of electrical hazards.** All outlets and switches must have cover plates intact and be secured to the wall with no exposed wiring. All light fixtures must work and be properly mounted to the wall or ceiling. Breaker boxes must have all open spaces filled with knockouts or blank spacers with no exposed wires.
- **Oven/range** must be sufficiently clean and not constitute a fire hazard. Burners must lay flat and all elements must be working properly. All knobs and dials must be on the appliance. Filter screens should be installed over the fans.
- **Refrigerator** must have a snugly-fit rubber, intact gasket around the door. Loose and/or cracked gaskets must be replaced. The kickplate at the bottom of the refrigerator must be secured properly.
- **Heating and plumbing** must be in working order. All adequate heat sources should be clear of furniture, bedding, clothing and other items. Oil, gas and propane furnaces must be safe and professionally serviced at least once every two years. Plumbing fixtures (i.e. sinks, toilets, showers, etc.) should be free of leaks.
- **Hot water heaters** must have a pressure relief valve and discharge line that extends to within six inches of the floor. Discharge tubing must be made of the appropriate type of material – galvanized steel, copper or chlorinated polyvinyl chloride (CPVC) piping, not polyvinyl chloride (PVC). Wires should not be exposed. In addition, flammable material should not be stored near the hot water tank.

- **Flooring** that poses a tripping hazard must be replaced or repaired (i.e. carpets, vinyl, tile or linoleum that is frayed or torn). Exposed carpet tacks or thresholds that are loose must be repaired. Please check and repair floors that have dry rot. This issue is commonly found in the bathroom, particularly around the bathtub and toilet.
- **Smoke detectors** must have a tester button and must be on each floor of the unit. If a participant has impaired hearing, it is suggested that a smoke alarm designed for the hearing-impaired be mounted in the bedroom occupied by that individual.
- **Ventilation** must be operable. Inoperable bathroom fans or no ventilation (i.e. window) will result in a failed rating.
- **Decks, railings, steps** that have stairways with four or more consecutive steps must have a handrail and be free of dry rot and tripping hazards. . The handrail must run the length of the stairway and be securely supported. Railings are required for decks, porches or steps that are more than 30 inches from the ground.
- **Deteriorating or peeling paint** must not be present for a unit built prior to 1978. This applies to the inside of the unit and outside of the building if children under the age of six will occupy the unit. SAHA requires the removal of all deteriorated paint from interior and exterior surfaces.

Any individual with a disability or other medical need who requires accommodation with respect to this form should contact the San Antonio Housing Authority at (210) 477-6205.

Esta nota es muy importante. Si usted no comprende esta nota porque es escrito en inglés, por favor llame al (210) 477-6205 inmediatamente para asistencia.



HQS Inspection Checklist **for Landlords**

To participate in the Section 8 program, landlords must ensure that units pass Housing Quality Standards (HQS) set by federal regulations and the Department of Housing and Urban Development. Following is a checklist to help landlords ensure their units pass HQS inspections conducted by the SAHA inspection team.

- Utilities must be turned on for the completion of the inspection.
- No chipping or peeling paint inside or outside.
- Stove must be clean and in working order and secured.
- Refrigerator must be clean, have a kick plate, and be in working order.
- There must be an installed working heating system.
- Hot and cold running water in the kitchen and bathroom(s).
- There must be a shower or bathtub that works.
- There must be a flush toilet that works and does not leak.
- The bathroom must have either a window to the outside or an exhaust fan vented to the outside.
- There must not be any plumbing leaks.
- There must not be any plugged drains (check for slow drains).
- All plumbing fixtures must have P-traps
- All ground floor windows must have working locks and exterior doors must have working deadbolts.
- All windows must be in good working condition.
- All electrical outlets must have cover plates and be in good working condition.
- All ground fault circuit interrupters (GFCIs) must work properly.
- There must not be any missing, broken, or cracked windows.
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with downward discharge pipe made of galvanized steel or copper tubing that is between six inches to eight inches from the floor (no PVC). CPVC is acceptable.
- The floor covering cannot be torn or have holes that can cause someone to trip.
- If there are stairs and railings, they must be secure.
- Four or more exterior stairs must have handrails 34 inches to 38 inches from the ground.
- Walk offs or porches 30 inches above grade must have guard rails 36 inches from the ground.
- Working smoke detectors are required in every unit and on every level.
- The contract rent must be reasonable based on the rent of comparable units in the neighborhood.
- All security bars and windows must have a quick release mechanism.
- Keyless bolting devices, and door viewers must be installed on each exterior door and doors exiting into the garage area. Keyless bolting devices may not be installed higher than 48 inches or lower than 36 inches from the floor.
- All sliding glass doors must have a pin lock zero to 48 inches from the floor, and if the manufacturer's lock to the sliding door is inoperable, there must be an additional security bar on the door.
- All windows should open and close as designed and have working lock devices.

Copies of landlord forms are available at several locations for your convenience:

- On the SAHA website at <http://www.saha.org/section%208/html/landlords.html>
- On the HUD website: http://www.hudclips.org/sub_nonhud/html/forms.htm
- Direct inquiries or requests to landlords@saha.org



DIRECT DEPOSIT FORM

RETURN TO:

ATTN: SECTION 8 DIRECT DEPOSIT
PO BOX 29
SAN ANTONIO, TEXAS 78291-0029

PHONE: (210) 477-6205

FAX: (210) 477-6786

Name of Depository Financial Institution (Bank): _____

Name on Account: _____

Account Number: _____

Routing/Transit Number: _____

(9 digit number on the bottom of check)

Account Type: ☐ Checking ☐ Saving

SSN/ Tax I.D. Number: _____

Telephone Number: _____

Rental Property Address: _____

Check One: ☐ Apply changes to address(es) listed above only; or
☐ Apply changes to all units in my account

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

I hereby authorize the San Antonio Housing Authority to make deposits in the account located on my voided check and authorize the Depository Financial Institution (DFI) to accept these deposits. Adjusting entries to correct errors are also authorized. It is agreed that these deposits and adjustments may be made electronically which is consistent with the requirements of Section 205.9(b) of Federal Regulation E under the Rules of the National Automated Clearing House Association (NACHA). This authorization will remain in effect until written notice of termination is given to the San Antonio Housing Authority.

Signature: _____

Date: _____

PLEASE NOTE: THE DIRECT DEPOSIT MAY TAKE UP TO 60 DAYS TO BE ACTIVATED.

**PLEASE ATTACH A VOIDED CHECK FOR VERIFICATION PURPOSES.
(DEPOSIT SLIPS ARE NOT VALID)**