



# King County Housing Authority Section 8 Housing Voucher Program

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## Section 8 Landlord Handbook



*The Mission of the King County Housing Authority  
Is to provide quality affordable housing opportunities  
and to build communities through partnerships.*

*We encourage self-sufficiency and we  
protect the dignity of people with limited resources  
while safeguarding the public trust.*

**Office Hours:** Monday, Tuesday, and Friday 9:00 a.m. to 4:00 p.m.

Thursday 9:00 a.m. to 5:15 p.m.

*The Office is closed to the Public on Wednesday, Saturday, Sunday and most  
holidays.*

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# **Welcome to King County Housing Authority Section 8 Voucher Program.**

We are excited to have you join King County Housing Authority in meeting the housing needs of families in our community. This Handbook will help you be a successful landlord with the Section 8 Voucher Program. We hope that you find it useful and will refer to it often.

## **What Is The Section 8 Voucher Program?**

The Section 8 Voucher Program is a rent subsidy program funded by the Department of Urban Development (HUD) and administered by the Housing Authority. The purpose of the Section 8 program is to provide rental assistance to low income families.

## **What Is A Section 8 Housing Voucher?**

The Section 8 Housing Voucher allows the Housing Authority to pay a fixed amount based on the tenant's income with the tenant is responsible for any amount above the Section 8 payment. The tenant will be initially responsible to pay at least 28% of their monthly income but no more than 40% for rent and utilities. There are no published limitations on the amount of contract rent a landlord may request; however, the rent must still be comparable to other similar units in the area.

## **What Are The Benefits To A Landlord?**

Over the years, many landlords and property managers have come to appreciate the following advantages of the Section 8 program:

- Having a contracted monthly assistance payment that is on time and guaranteed.
- If the tenant's income decreases, their portion of the rent can be lowered and the Housing Authority's portion can be increased, so the Landlord gets their full rent amount.
- There is minimal paperwork to be done and Landlords use their own lease and their screening process for tenant selection.
- Inspections done by the Housing Authority will help you to maintain your property. Keeping your property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.
- The program provides an additional avenue for locating tenants to fill vacant units and a listing tool to list vacant units. Website for property listing:  
[www.HousingSearchNW.org](http://www.HousingSearchNW.org).

## **How Does a Landlord get on the Section 8 Program?**

Any landlord willing to work within the guidelines of the Section 8 program can rent their unit on the Section 8 program. The rent must be within the program limits and comparable to other rents in the area, the unit must meet the Housing Quality Standards, and the landlord must be willing to maintain and enforce their obligations under the signed contracts. The Housing Authority provides a courtesy list of units, which is available to Section 8 participants.

## **Who Is An Eligible Section 8 Participant?**

There are five eligibility requirements for admission to the Section 8 Voucher program. To be eligible for the Section 8 program the family must:

- Qualify as a Family as defined by HUD and the Housing Authority.
- Have income at or below HUD-specified income limits.
- Qualify on the basis of citizenship or the eligible immigrant status of family members.
- Provide social security cards/number information for all family members as required by HUD.
- Consent to the Housing Authority's collection and use of Family information as provided for Housing Authority-provided consent forms.

Once the Housing Authority approves the applicant/family for admission to the program and family attends a 90-minute briefing, family is issued the Housing Voucher. At the briefing, the family will receive information about searching for a suitable unit and an Estimated Subsidy form, which gives the amount of rent they can afford. The family also receives a Landlord Package to take to the Owner to complete with them. The owner is responsible to screen the family for references for suitability to lease their unit.

## **How Does The Process Work?**

Once the family finds a landlord willing to participate, the following process begins:

### **Tenant Screening**

When a tenant approaches a landlord about renting a unit, it is important to remember they have only been screened by the Housing Authority for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord. The Housing Authority assists the landlord in screening by supplying the name, address and telephone number of the last landlord to rent to the tenant, if known. This information can be found on the back of the Request for Tenancy Approval supplied by the tenant. It is all right to charge a screening fee to the prospective tenant as long as it is the same fee charged to other unassisted tenants.

## **The Request for Tenancy Approval**

If the tenant passes the landlord's screening criteria, the new landlord must complete four forms in order to get the process started: the "Request for Tenancy Approval", the "Section 8 Landlord Certification", a request for "Taxpayer Identification Number", and "the Lead Based Paint" form (See Exhibits). The landlord and the participant must complete and return these forms to the Housing Authority for review. The Housing Authority will look first at the rent requested by the landlord. It must be comparable to rents for other similar units in the area and the tenant's portion must not exceed 40% of their income. If these criteria are met, the information will be forwarded to an inspector to schedule an inspection.

## **The Unit Rent Approval**

At the time of initial lease-up on the **Section 8 program**, a unit must meet two rent tests:

1. The unit must be rent reasonable in comparison to other rents charged for comparable unassisted units; and
2. The tenant's portion cannot exceed 40% of their monthly income for Rent and Energy Assistance Supplement (EAS) combined amount.

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet one or both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent, the unit cannot be used on the program and the Section 8 participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

## **The Inspection Process**

Housing Quality Standards (HQS) play an important role in the administration of the Section 8 Program. The HQS inspection is required before assistance can be appropriated. The basic purpose of the inspection is to insure that the unit meets all the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected prior to the subsidy being paid on the unit.

### **❖ Why does a unit fail?**

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons, the Housing Authority encourages landlords and tenants to conduct pre-inspections prior to the scheduled inspection. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and insure an accurate initial and subsequent annual inspection.

## ❖ **Subsequent Inspections**

The Housing Authority is also required to inspect the unit at least annually after it is initially set up. The unit must pass this inspection prior to the annual review date of the contract in order to continue to receive the Section 8 Assistance. In most cases, if the unit fails the inspection, the Housing Authority will allow the landlord fourteen (14) to thirty (30) days to make the repairs. However, if the fail item is considered to be life threatening, Federal law requires the repair to be made within 24 hours. Additional time may be granted in cases where extensive repairs are needed.

## ❖ **What happens if the repairs not complete?**

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations governing the Section 8 Programs, the landlord may hold the tenant responsible for tenant caused damage. The landlord may require the tenant to repair or pay for those items that are tenant caused. If the landlord chooses to have the tenant repair the damages, the landlord must notify the tenant explaining which items they are to repair, with a copy provided to the Housing Authority. If the tenant fails to repair the items that are tenant caused within the time frame indicated, the tenant's Housing Assistance may be terminated.

Rent abatement, or the withholding of Housing Assistance Payments, applies when the Housing Authority verifies that the repairs have not been completed to meet minimum HQS requirements within the time period given. On those rare occasions when the landlord does not complete the repairs, the Housing Authority's portion of the Contract rent will be abated. Once the repairs have been made, the Housing Assistance Payments will resume, prorated from the date that the unit passes the third and final housing inspection. The Tenant cannot be held responsible for the abated Housing Assistance Payment.

If the unit remains under abatement and repairs are not completed, the Housing Authority will notify the tenant and the landlord that the Section 8 Housing Assistance Payments Contract will be terminated and no further assistance will be paid on this unit. The tenant can either stay in the unit and pay the full rent or move from the unit provided proper notice has been given to the landlord.

## ❖ **The Most Common Deficiencies Resulting In A Failed Inspection**

- ◇ **Entry Doors:** Must lock securely. Check the weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects.

- ◇ **Windows:** Those designed to open must open and must have a permanent lock attached. (Sticks and thumbscrews are not accepted as locking devices). The windowpanes must not be broken or cracked.
- ◇ **Electrical Hazards:** HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates that are not cracked and they must be secured to the wall. Also, there can be no exposed wiring in the home and all light fixtures must be properly mounted to the wall or ceiling and must be working. Breaker boxes must have all open spaces filled with knock outs or blank spacers and must not have any exposed wires.
- ◇ **Oven/ Range:** Clean the range and oven to ensure that it would not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure all knobs and dials are on the appliance. Please insure filter screen is installed in front of the fan.
- ◇ **Refrigerator:** Check the rubber gasket around the doors. If it's loose or cracked, it needs to be replaced. Also check the kick plate to be sure it is secured at the bottom of the refrigerator.
- ◇ **Heating and Plumbing:** The heating system must be on, working properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. Oil, gas and propane furnaces must be professionally serviced at least every two years. Verification of service must be provided and the furnace must be safe and working properly. Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.
- ◇ **Hot Water Heaters:** Must have a pressure relief valve and discharge line that extends to within 6 inches of the floor. Discharge tubing must be of the appropriate type of material – either galvanized steel or copper or CPVC piping (Do not use PVC). There should be no exposed wires. In addition, flammable material should not be stored near the hot water tank.
- ◇ **Flooring:** Carpets that are frayed or torn, or vinyl, tile or linoleum that would be a tripping hazard must be repaired. Exposed carpet tacks or thresholds, which are loose, must be repaired. Please check and repair floors that have dry rot. Dry rot is commonly found in the bathroom, around the bathtub and toilet.
- ◇ **Inoperable smoke detectors and Carbon monoxide detectors:** A smoke detector and a carbon monoxide detector must be on each floor of the dwelling unit and must have a tester button. Units occupied by a hearing impaired persons, must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.
- ◇ **Ventilation:** Inoperable bathroom fans or no ventilation (i.e. window) would result in a fail rating.

- ◇ **Decks, Railings, Steps:** HUD requires that all stairways with 4 or more risers must have a handrail. The handrail must run the length of the stairway and be securely supported in order to provide adequate safety for the user. Decks, rails and steps, must also be free of dry rot and tripping hazards. Railings are required for decks porches or steps that are over 30 inches from the ground.
  
- ◇ **Peeling Paint:** HUD requires that in a home built prior to 1978, have no deteriorated or peeling paint on the inside and outside of the unit if the unit is occupied by children under the age of six.

Housing Assistance Payments will be effective the day the unit passes HQS or the day the tenant receives the keys, whichever is later. The unit will then be inspected annually to ensure that it remains in compliance with HQS.

The landlord and tenant should complete a move in checklist report on their own as required by Washington State Landlord Tenant Law. A copy of this report should be given to the tenant and retained in their file.



# Inspection Preparation Check List

Please use this checklist as a guide to ensure your unit passes inspection.

## FRONT and BACK DOOR

- Check for cracked doorjamb and frames.
- Check weather stripping around on all exterior doors for air leaks.
- Check locks on all exterior doors to ensure that locks, dead bolts, knobs and locks work.
- Panes in windowed doors should be in good condition with no cracks or breaks.

## ENTRY WAY

- Check that floor coverings are secured to floor. Carpet must be tacked down with no fraying and vinyl must be securely affixed.

## HALLWAYS

- Closet doors must be on track and/or hung on hinges. Carpet must be tacked down with no fraying and vinyl must be securely fixed.
- ONE smoke detector is required on each living area level. Smoke detectors must work when tester button is pushed.
- ONE carbon monoxide detector is required on each living area level..

## LIVING ROOM

- All electrical outlets must work and be wired properly with no broken or cracked covers.
- Check that floor coverings are secured to floor. Carpet must be tacked down with no fraying or carpets hooks exposed and vinyl must be securely fixed to floor.
- All windows must open and have permanent working locks attached to windows. A stick or bar is a secondary lock.
- All windows must be mildew/mold free.
- Fireplaces must have grates and screens. Check for chipped, broken or cracked tiles in front of fireplace.
- All unit heat sources must work properly.

## KITCHEN

- All furnished appliances must work properly. Check stove burners and oven, refrigerator and dishwasher.
- Refrigerator door seal must not have cracks or rips.
- Flooring must be secured to floor.
- Garbage disposal must work and all wiring must be properly secured and installed.
- Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
- Range hood fan and light must work.
- Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.

## BEDROOMS

- A minimum of one outlet and an overhead light or two outlets are required in each bedroom.
- All outlets must work and be wired correctly. 3 prong outlets must be grounded .
- All windows must open and have permanent working locks attached to windows. A stick or bar is a secondary lock.
- Windows must be mildew/ mold free.
- Closet doors must be on track and/or hung on hinges. Carpet must be tacked down with no fraying and vinyl must be securely fixed. Carpet hooks should not be exposed.

- Doors need striker plate and should close properly.
- Check for cracked door jamb and frames.
- Walls should be free of large holes and in good repair.

### **BATHROOM**

- Plumbing and pipes must work with no leaks or mold under sink or on walls and backsplash.
- Towel bars need to be secured to wall.
- Bath tub, toilet and sink need to work properly and be in good condition.
- Toilet must be secured to the floor with no leaks.
- Bath tub must be caulked around wall and sealed on floor at base and be mildew free.
- Walls, floors and ceiling must have no leaks, moisture or water soft spots, mildew, cracking or Chipping paint.
- Bath fan must work properly, not drip or have a window that opens for ventilation.
- Cabinet edges must be smooth with minimal chips or cracks and doors must be secured to wall or floor.
- All outlets must work and be wired correctly with no cracked or broken covers.
- \*A working ground fault interrupter (GFI) outlet is required. (\*Applies to newer or remodeled units.)
- A working light is required and the bulb must have a cover.

### **CIRCUIT BREAKER BOX and ELECTRICAL SYSTEM**

- The box must have a door and be sealed in wall with no space between the wall and the box.
- If unit has ungrounded system, 2 pronged outlets or working ground fault interrupter (GFI) outlets are required.

### **HOT WATER TANK**

- The tank must have a temperature gauge and pressure relief valve and be set in a drip pan and secured to the wall with a bracket.
- The discharge line pipe must be made of galvanized steel or hard copper or CVPC pipe. The pipe must be within 6 inches of the floor.

### **EXTERIOR**

- All down spouts and gutters should be secured to the building structure.
- The exterior area and yard should be clear of glass, boards with nails, trash, and other debris and hazards.
- Appliances cannot be stored outside in the yard, on the porch or stairs.
- No cars with broken windows, flat tires or otherwise non-working vehicles can be parked or stored on the property.
- All surfaces must be in good condition and free from cracked and chipped paint. All wood must be free from holes and porches and supports must be structurally sound.
- Working lights are required above exterior doors.
- All cabanas, laundry rooms or other extra areas designated for the Tenant's use must be lit, hazard free and have smoke detectors.
- Four or more stairs anywhere on the property or inside the structure require a handrail.

### **MISCELLANEOUS**

- Exterior doors are the only doors that can have locks where a key is necessary to unlock them. No keyed entry locks are allowed. A privacy lock can be installed on bedroom and bathroom doors as long as a key is not necessary to lock or unlock the door(s)

You may call with any questions regarding King County Housing Authority Housing Authority moving or inspection processes.

## **Procedure to Dispute a Housing Authority Decision**

The Housing Authority will provide an owner in its Section 8 Program an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the owner are in accordance with the law, HUD regulations and/or policies in the following cases:

- To review the HA’s determination that a unit is not in compliance with HQS;
- To dispute a rent reasonableness determination made by the HA; or
- To dispute a denial of participation on the Section 8 program.

Owners wishing to dispute one of the above reasons must request a review of the determination in writing, making reference to the specific problem they wish reviewed. A time will be scheduled with a Section 8 supervisor who was not a party to the original decision within ten (10) days of the request. The review, depending on the owner’s request, can be performed either:

- On the telephone; or
- In a meeting at the Section 8 office where all parties are present.

Utilizing either method, the owner shall have the right to submit any documentation they believe should be considered in making a decision. After all items have been discussed, the owner will receive a written response from the HA with ten (10) days of the review detailing the final determination and the reasoning behind the decision.

If an owner is not satisfied with the decision, they may request, in writing, that the Associate Director of Section 8 Program review the information. No formal meeting will be held. The response of the Associate Director of Section 8 Program is final and will be issued within ten (10) days of the date of the request.

## **What Are Payment Standards?**

**A “Payment Standard” is used to calculate the monthly housing assistance payment for a family. King County Housing Authority establishes Payment Standard amounts for each unit size.**

- The Payment Standard is the maximum monthly subsidy payment.

### **HOUSING VOUCHER PAYMENT STANDARD**

**Effective December 16, 2009**

<b>Area</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4BR</b>	<b>5BR</b>	<b>6 BR</b>
<b>King County</b>	<b>\$730</b>	<b>\$830</b>	<b>\$1030</b>	<b>\$1440</b>	<b>\$1990</b>	<b>\$2220</b>	<b>\$2510</b>
<b>East King County</b>	<b>\$1010</b>	<b>\$1100</b>	<b>\$1330</b>	<b>\$1760</b>	<b>\$2320</b>	<b>\$2530</b>	<b>\$2860</b>

*Includes Mercer Island, Bellevue, Redmond, Kirkland, Juanita, Woodinville, Issaquah, and Bothell*

## Calculation of Subsidy and Family Share

3 Bedroom House	\$1332	Contract Rent
EAS	\$254	(varies based on unit)
Family's Income	\$15,000	annually (WIN Rent)
3 BR Voucher	\$1440	(King County Area)

**Minimum Rent & Utilities**  
**\$1250** (monthly income) X 28.3% = \$354

**Maximum Rent & Utilities**  
**\$1250** (monthly income) X 40% = \$500

*The family's share may not exceed 40% of their monthly-adjusted income. (At initial housing.)*

Rent to Owner	\$1332
Energy Assistance Supplement	+ \$254
Gross Rent	\$1586

*Housing Authority uses the lesser of the Gross Rent or the Payment Standard to determine maximum subsidy.*

Gross Rent	\$1586
40% of monthly-adjusted income (Maximum subsidy)	- \$500
	\$1086 (Landlord monthly HAP payment)

Rent to Owner	\$1332
Landlord Monthly HAP payment	- \$1086
	\$246 (Tenant Rent)

*The rent plus utilities cannot exceed 40% of their monthly adjust income.*

Tenant Rent	\$246
Energy Assistance Supplement	+ \$254
	\$500 (40% of monthly income)

Tenant Rent	\$246
Landlord Monthly HAP	+ \$1086
	\$1332
	<b>Total Contract Rent</b>

*\*Tenant is responsible for actual assigned utility usage per month during the lease term and payment of all bills associated with those utilities as assigned on the lease.*

## **What is the Energy Assistance Supplement (EAS)?**

The EAS is the HA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no EAS. The EAS will vary by unit size and if the tenant is responsible for sewer, water and trash.

## **Dwelling Leases and Contracts**

Dwelling leases and Housing Assistance contracts need to be signed before payment on a unit can begin (See Exhibits). Landlords who use a standard dwelling lease for their unassisted units must continue to use their own lease, in conjunction with the HUD mandated lease addendum, for all new Section 8 contracts, a copy of the lease must be submitted to the Housing Authority prior to payment being made.

There may be a slight delay of one to two weeks for the first subsidy payment to reach the landlord due to in-house accounting procedures. Subsequent payments will be made the first working day of each month. To guarantee safe and quick receipt of the monthly payment, we encourage Landlords to sign up for Direct Deposit. The landlord, in accordance with the lease, should collect the tenant's portion of rent as well as their deposit amount. Collecting amounts that are not listed on the contract is a violation of the program.

## **Annual Rent Increases**

Units on the Section 8 program are eligible for a rent increase after the initial 12-month term. Landlords are notified by the Housing Authority at least 90-days prior to this date reminding them to request the increase if desired. The advance notice is needed to provide enough time to allow a 60-day notice to the tenant from the landlord as required by State and local law. A copy of this notice should be submitted to the Housing Authority.

On the Section 8 program, there is no limit on the amount of rent increase; however, the rent must continue to be reasonable to similar units in the area. It is important to remember, the tenant pays the rent increase on the voucher program and affordability may become a factor if their portion gets too high for them to pay. The 40% limitation described above does not apply to annual rent increase.

## **What are the Responsibilities of the Landlord?**

The landlord has an obligation to both the Housing Authority through the Housing Assistance Payments (HAP) Contract and to the tenant through the dwelling lease. The HAP contract states a landlord agrees to the following:

1. The landlord will maintain the unit and premises in accordance with the Housing Quality Standards.
2. The landlord will assure that the unit is leased only to those family members listed on the lease.
3. The landlord will assure that the total rent for the Section 8 unit does not exceed rents charged for other unassisted units in the premises.
4. The landlord has not and will not receive any other form of payment for the unit while under contract.
5. The landlord will assure that the family does not own or have any interest in the unit.
6. The landlord is not related in any way to the family (except in the case of a disabled resident) nor does the landlord currently reside in the unit.
7. The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
8. The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
9. The landlord will decide what utilities the tenant will be responsible for and what utilities will be included in the rent.

The obligation to the tenant is outlined in the lease or lease addendum whereby the landlord agrees to maintain the unit in accordance to the Housing Quality Standards and to enforce the tenant obligations listed on the lease.

### **What are the Responsibility of the Tenant?**

In order to participate on the Section 8 program, a tenant has responsibilities to both the landlord and the Housing Authority. The tenant responsibilities to the landlord are listed on the lease or lease addendum and include, but are not limited to, such items as:

1. Payment of rent and any utilities listed as their responsibility.
2. To use the unit as their principal place of residence.
3. Not to sublease the unit or allow unauthorized people to reside in the unit.

The tenant responsibilities to the Housing Authority are listed on the Voucher and include, but are not limited to the following:

- A. The family **MUST**:
  - **Supply** any information that the Housing Authority or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - Promptly **notify** the Housing Authority in writing when the family is away from the unit for an extended period of time in accordance with Housing Authority policies.

- **Notify both** the Housing Authority and the landlord in writing before moving out of the unit or terminating the lease.
- **Allow** the Housing Authority to inspect the unit at reasonable times and after reasonable notice.
- **Request** Housing Authority written **approval** to add any family member as an occupant of the unit.
- **Give** the Housing Authority a copy of any landlord issued eviction notice.
- **Supply** true and complete information.

B. The Family (including each family member) **must NOT**:

- **Own** or have any interest in the unit (other than in a cooperative, or landlord of a manufactured home leasing a manufactured home space).
- **Commit** any serious or repeated violation of the lease.
- **Commit** fraud, bribery or any other corrupt or criminal act in connection with the program.
- **Participate** in illegal drug or criminal activity.
- **Sublease** or sub-let the unit or assign the lease or transfer the unit.
- **Damage** the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

### **Termination of Assistance by the Housing Authority**

Although the Housing Authority will work with tenants and landlords in an attempt to overcome any problems which may occur while on the Section 8 program, there may come a time where the only option left is to terminate the housing assistance payments which are being made on the tenants behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- If the family has not reimbursed any Housing Authority for amounts paid to a landlord under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to a landlord by a Housing Authority. At its sole discretion, the Housing Authority may elect to offer an agreement to pay amounts owed to a HA or amounts paid to a landlord by a Housing Authority. The terms of any such agreement shall be prescribed solely by the Housing Authority;
- If the family violates their family obligations listed on the Voucher;
- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

If the Housing Authority initiates an action to **terminate** the assistance, written notice of this decision will be sent to the landlord. However, the tenant has the right to request an Informal Hearing to contest the decision. If an Informal Hearing is held, the Landlord would be notified if the decision to terminate was reversed.

### **Termination of Assistance by Tenant**

In accordance with the lease or lease addendum, a tenant wishing to remain on the Section 8 program is obligated to remain in the unit for at least 12 months before being given the option to move. However, a tenant may choose to terminate their assistance with Section 8 program at any time. If they do, a landlord needs to understand that the Section 8 lease will also terminate ending any obligation for the family to remain in the unit. In these cases, the Housing Authority does advise tenants who wish to move to give proper notice to a landlord in accordance with State and local law. If the tenant wishes to remain in the unit, a landlord will need to have the tenant sign a new lease.

### **Termination of Assistance by the Landlord**

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the dwelling lease, however, any eviction notice must be issued in accordance with the lease and State and local law. During the first year, the landlord must have cause to terminate the lease. Following the first year, if a new lease is not signed, cause is not necessary. Copies of any eviction notices must be given to the HA at the same time the landlord notifies the tenant.

For Section 8 Voucher program questions, you may contact King County Housing Authority Section 8 office at 206-214-1300. Information is also available at [www.KCHA.org](http://www.KCHA.org).

***Thank you for participating in the Section 8 Housing Voucher Program.***



# Exhibits

Section Calculation Worksheet	1 Page
Estimated Rental Information	1 Page
Request For Tenancy Approval	2 Pages
Section 8 Landlord Certification	1 Page
Lead Based Paint Regulations	3 Pages
Tenancy Addendum	4 Pages
Housing Assistance Payment Contract	12 Pages
Section 8 Suspected Fraud Complaint Form	3 Pages



# KING COUNTY HOUSING AUTHORITY

## WIN RENT INCOME/RENT CALCULATION WORKSHEET

NAME:	Anyone	VOUCHER NO:	
CHECK IF NON-CITIZEN	<input type="checkbox"/>	EFFECTIVE DATE:	
TOTAL NO. IN FAMILY:		RENT CALC TYPE:	Initial/Mover
TOTAL NO. ELIGIBLE:		RECERT DATE:	01 2

PART A: INCOME			
MBR#	SOURCE	RATE (H, M, W, or Y)	TOTAL
1	EMPLOYMENT	\$12.00 per Hour	\$24,960
		per Hour	\$0
		per Hour	\$0
		per Hour	\$0
		per Hour	\$0
1. TOTAL INCOME:			\$24,960

PART B: ASSETS (ANNUAL)						
MBR #	TYPE	AMOUNT	(%) RATE	(C) YRLY INCOME	%	(I) IMPTD INCOME
				\$0		\$0
				\$0		\$0
				\$0		\$0
TOTALS:				\$0		\$0
2. ASSET INCOME: (greater of "C" or "I")						\$0

PART C: TOTAL ANNUAL INCOME			
3. ANNUAL INCOME	= INCOME (#1)	+ ASSETS (#2)	= \$24,960

PART D: DEDUCTIONS	
CHILD CARE EXPENSES: <input type="radio"/> \$0	
<input type="radio"/> \$2,500 - \$4,999 = \$2,500	<input type="radio"/> \$5,000 - \$7,499 = \$5,000
<input type="radio"/> \$7,500 - \$10,000 = \$7,500	<input type="radio"/> Over \$10,000 = \$10,000
TOTAL CHILD CARE DEDUCTIONS	
APPROVED HARDSHIP POLICY DEDUCTION	
4. TOTAL DEDUCTION:	\$0

PART E: ANNUAL ADJUSTED INCOME	
5. ADJUSTED INCOME (#3 - #4)	\$24,960
6. MONTHLY ADJUSTED INCOME (#5 / 12)	\$2,080
MAXIMUM TOTAL TENANT PAYMENT	
7. 40% MONTHLY ANNUAL INCOME (#3/12 X.40)	\$832

HOUSING AUTHORITY REPRESENTATIVE	DATE
MANAGER CERTIFICATION	DATE

GROSS RENT	
8. RENT TO OWNER (RENT PLUS UTILITIES)	\$1,050
9. ENERGY ASSISTANCE SUPPLEMENT (FOR UTILITIES NOT INCLUDED IN RENT)	\$206
10. GROSS RENT ( #8 + #9 )	\$1,256
HOUSING VOUCHER SUBSIDY (ESTIMATED)	
11. APPLICABLE PAYMENT STANDARD	\$1,030
12. ENTER LESSOR OF #10 OR #11	\$1,030
13. TOTAL TENANT PAYMENT INCOME BAND	\$531
14. ESTIMATED HOUSING VOUCHER SUB	\$499
TOTAL TENANT PAYMENT (TTP)	
15. GROSS RENT (#10) \$1,256 (MINUS) HOUSING VOUCHER SUBSIDY (#14) \$499 =	\$757
HOUSING VOUCHER SUBSIDY = LESSER OF	
16. GROSS RENT (#10) \$1,256 (MINUS) TTP (#15) \$757 = \$499	\$499
ESTIMATED HOUSING VOUCHER SUBSIDY (#14) \$499	
HAP AND UTILITY REIMBURSEMENT	
17. HAP TO OWNER = LESSER OF: HOUSING VOUCHER SUBSIDY (#16) = \$499 OR RENT TO OWNER (#8) = \$1,050	\$499
QUALIFIED FOR CREDIT RENT <input type="radio"/> Yes <input type="radio"/> No	
18. EAS REIMBURSEMENT TO FAMILY = HOUSING VOUCHER SUBSIDY (#16) ( MINUS ) HAP (#17)	
TENANT RENT	\$551
ENERGY ASSISTANCE SUPPLEMENT	\$206
TOTAL TENANT PAYMENT (If Initial Lease and #10>#11, then TTP cannot be more than #7)	\$757
HOUSING ASSISTANCE PAYMENT	\$499
CONTRACT RENT	\$1,050
EAS REIMBURSEMENT	
GROSS RENT	\$1,256
COMPUTER DATE ENTERED	

Add rent cap language to notes

PH Client #:						
Date of last "passed" HQS Inspection:						

Notes:

**KING COUNTY HOUSING AUTHORITY**  
**700 Andover Park West, Tukwila, WA 98188**  
**Office:(206) 214-1300 FAX (206)243-5927**

**ESTIMATED RENTAL INFORMATION**  
**FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

**Family Name:** Anyone

**Date:** 2/1/2013

**Assigned Bedroom Size:** 2

Housing Choice Voucher assistance is based on your income and your family size.

Based on your **current** income, the chart below provides you with the **estimated rent** amounts a landlord may charge under the Section 8 program. If you find a unit renting at or under the estimated rent amount shaded in grey below, **your portion will be 28.3% or less of your adjusted income.** If you find a unit that rents for higher than the amounts listed in the shaded area, **you will pay more than 28.3% of your adjusted monthly income.** The estimated maximum rent line provides you with rent amounts **at 40% of your gross monthly income.** You may **not** exceed this amount.

The exact amount of the subsidy will be calculated after complete verification of all family composition and income, and after the unit has been approved for the Section 8 program. No additional side payments may be made to the landlord.

<b>Based on my current Income, what is the amount of rent a landlord can charge?</b>				
<b>If the Landlord:</b>	<b>Multi Family Unit</b> (multiplex, duplex, apartment)		<b>Single House</b>	
	<b>does NOT pay for</b> water, sewer or trash	<b>pays for water,</b> sewer and trash	<b>does NOT pay for</b> water, sewer or trash	<b>pays for water,</b> sewer and trash
	<b>For units In King County</b>			
Estimated Rent Amount (based on 28.3% or less of adjusted income)	<b>\$876</b>	<b>\$957</b>	<b>\$819</b>	<b>\$900</b>
Estimated Maximum Rent Amount (based 40% of gross income)	\$1,177	\$1,258	\$1,120	\$1,201
<b>For units on the Eastside of King County*</b>				
Estimated Rent Amount (based on 28.3% or less of adjusted income)	<b>\$1,176</b>	<b>\$1,257</b>	<b>\$1,119</b>	<b>\$1,200</b>
Estimated Maximum Rent Amount (based 40% of gross income)	\$1,477	\$1,558	\$1,420	\$1,501

\*Within the city limits of Mercer Island, Bellevue, Redmond, Kirkland, Juanita, Woodinville, Issaquah and Bothell

**What will my estimated portion of the rent be?**

Your estimated portion of rent (based on 28.3% or less of your adjusted monthly income):	<b>\$531</b>
Your estimated portion of rent (based on 40% of your gross monthly income):	<b>\$832</b>

In addition, the rent for the unit must be comparable to similar units in the area in order to be approved for the Section 8 program. The Housing Authority will determine this after you have identified the unit and the unit has been inspected.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# KING COUNTY HOUSING AUTHORITY

PLEASE READ ENTIRE DOCUMENT CAREFULLY

## REQUEST FOR TENANCY APPROVAL

RETURN COMPLETED APPLICATION TO:

SECTION 8 OFFICE

700 ANDOVER PARK W, SUITE A \* TUKWILA, WASHINGTON 98188-3326

PHONE (206) 214-1300 FAX (206) 243-5927

THIS SPACE FOR PHA USE ONLY:

Lease Up Date: \_\_\_\_\_

Vendor #: \_\_\_\_\_ Inspector: \_\_\_\_\_ Client #: \_\_\_\_\_  
 Utility Amount: \_\_\_\_\_ Voucher Size: \_\_\_\_\_ Family Size: \_\_\_\_\_  
 # Under 6: \_\_\_\_\_ Census Tract: \_\_\_\_\_ Tenant Rent: \$ \_\_\_\_\_

### PART I. NEW UNIT INFORMATION - PLEASE PRINT CLEARLY

A. Name of Family: \_\_\_\_\_ Phone#: (\_\_\_\_) \_\_\_\_\_  
 B. Type of Unit Requested:  Single Family House  Duplex / Triplex  Manufactured Home  Apartment (4 or more units)  
 C. Unit Description:  
 Address of Proposed Rental Unit: \_\_\_\_\_ Apt#: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 No. of Bedrooms: \_\_\_\_\_ No of Bathrooms: \_\_\_\_\_  
 Rent Amt. \$: \_\_\_\_\_ Date Ready for Inspection: \_\_\_\_\_ Year Built: \_\_\_\_\_  
 Do you offer a move-in bonus? (e.g. First month free, lower security deposit, etc.) Explain: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PART II. PROPERTY INFORMATION - PLEASE PRINT CLEARLY

Property Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_  
 Name of Owner/Agent to call for Inspection: \_\_\_\_\_  
 Daytime Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

### PART III. SECURITY DEPOSIT

The Section 8 program allows a Landlord to collect a deposit that does not exceed those charged to tenants in the private market. Collection and use of the deposit must be in accordance with State and local law. The program also prohibits collection of last months rent.  
 Amount of Deposit charged to the Section 8 tenant: \$ \_\_\_\_\_ Amount of Deposit charged to unassisted tenants (if different): \$ \_\_\_\_\_ Landlord Initials: \_\_\_\_\_

### PART IV. UTILITIES AND APPLIANCES

Please check which utility company bills your property PUGET SOUND ENERGY  OR SEATTLE CITY LIGHT   
 Please use the chart below to list what types of utilities are present in the unit and who will be responsible for payment of each type of utility: Fuel Heating Furnaces must be certified by a heating professional at least once every two years and an invoice provided.

UTILITY	CHECK UTILITY TYPE IN UNIT		WHO IS RESPONSIBLE	
			Tenant	Landlord
HEATING:	Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gas	<input type="checkbox"/>		
	Oil	<input type="checkbox"/>		
	Bottled Gas	<input type="checkbox"/>		
WATER HEATING:	Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gas	<input type="checkbox"/>		
	Oil	<input type="checkbox"/>		
COOKING:	Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gas	<input type="checkbox"/>		

UTILITY	TENANT RESPONSIBILITY	LANDLORD RESPONSIBILITY	CHECK IF PRORATE
WATER:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SEWER:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GARBAGE:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUPPLY REFRIG:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUPPLY RANGE:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### PART V. THE DWELLING LEASE

I understand I must use my own lease form in conjunction with the HUD approved lease addendum for all Section 8 tenants. I will submit a signed copy as soon as the unit has been approved for occupancy by the Section 8 office.

Tenant Name: \_\_\_\_\_

# SECTION 8 LANDLORD CERTIFICATION

\_\_\_\_\_  
(Tenant Name)

\_\_\_\_\_  
(Assisted Unit Address)

\_\_\_\_\_  
(City, State, Zip)

## Ownership of Assisted Unit

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

## Dwelling Lease and Housing Assistance Payments (HAP) Contract

I understand that I must use my standard dwelling lease, the same lease that's used by my non-section tenants plus the HUD required lease addendum. I also understand that the lease effective date, the lease end date, and the contract rent must match what's listed on the HAP contract and if different, will be superseded by those on the HAP contract. I understand I must submit a signed copy of the lease and HAP contract to the Housing Authority before payment can be made.

## Approved Residents of Assisted Units

I understand that only those residents approved on the lease and HAP contract may reside in the unit and that I am not permitted to live in the unit while I am receiving housing assistance payments. (Does not apply to owners participating on the Shared Housing Program, provided they are not related to the tenant by blood or marriage). In addition, I understand that King County Housing Authority does not check references, they only verify program eligibility and I am responsible for reference checks for rental, financial, and criminal history.

## Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant or if the tenant notifies me they will be absent from the unit for any period of time, it is my responsibility to notify the Housing Authority immediately in writing and, if appropriate, to return any portion of rent due the Housing Authority promptly. The Housing Authority cannot pay on a unit after the tenant has vacated.

## Administrative and Criminal Action for Intentional Violations

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

## Computer Matching Consent

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

## Fair Housing Requirements

I understand that, as a recipient of federal funds, I have an obligation to comply with all pertinent laws, and regulations, which provide for non-discrimination as well as unit accessibility for all housing participants, including people with disabilities. I understand that additional information on this subject can be found by printing HUD Notice 2002-01 located on KCHA's website at [www.kcha.org](http://www.kcha.org) or by requesting a printed copy from the Section 8 Housing office.

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Date)

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

## PART VI. RENT FOR COMPARABLE UNITS

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 promises.

<b>1. Address &amp; unit#:</b> _____	<b>Date Rented:</b> _____	<b>Rent Amount \$</b> _____	
<b>2. Address &amp; unit#:</b> _____	<b>Date Rented:</b> _____	<b>Rent Amount \$</b> _____	
<b>3. Address &amp; unit#:</b> _____	<b>Date Rented:</b> _____	<b>Rent Amount \$</b> _____	

## PART VII. THE INSPECTION

Inspection of the property usually can be completed within two to ten days following receipt of this Request for Lease Approval. **The Housing Inspector will call to set a time for the inspection.** Once the unit passes inspection, it will take approximately fourteen (14) to twenty-one (21) days for the Landlord to receive their first Housing Assistance payment from the Housing Authority. Thereafter, the payment will be mailed on the first working day of each month.

**Items Most Likely To Fail:**

Before the Housing Authority can begin the housing subsidy, the unit must pass a Housing Quality inspection. In an effort to make the inspection process more efficient, we have listed several items which are most often the cause for the unit to fail. Please examine the list below and check that each item meets the specifications before the inspection:

- \* **Utilities** must be on and working prior to the inspection.
- \* **Smoke and Carbon Monoxide Alarms** must be located on each floor close to the sleeping areas. Units occupied by hearing-impaired persons must be equipped with an alarm designed for the hearing-impaired.
- \* **Hot Water Heaters** must be equipped with a Pressure Relief Valve and a drain line extending to within six (6) inches from the floor.
- \* **Windows** designed to be opened must be able to open and must have permanently attached locking devices (sticks are not considered proper locking devices). Windows must not be broken or cracked.
- \* **Electrical Hazards** include, but is not limited to, any exposed wiring, cracked or broken outlets and outlet / switch plate covers, or light fixtures not properly mounted to the wall or ceiling. Circuit breakers must be clearly labeled with all punched out spaces filled.
- \* **Stairways** with four (4) or more steps must be equipped with a handrail. The handrail must be securely supported in order to provide adequate safety for the user.
- \* **Bathrooms** must have either an openable window or a fan for ventilation.
- \* **Carpet or Vinyl** must be properly adhered to the floor with no loose ends, large tears or holes which could cause a tripping hazard.
- \* **Paint** should not be chipping or peeling on either the interior or exterior of the unit.

## PART VIII. TENANT SCREENING

**PROGRAM RULES** prohibit the Housing Authority from screening the tenant for suitability. Such screening is the Landlord's responsibility and the Housing Authority strongly suggests that the Landlord consider a family's background prior to determining suitability. To assist you in your screening process, the Housing Authority (at your request) can provide a sample screening form and is also required to provide the following information (if known):

**A. Does the Tenant currently owe the Housing Authority any money?**      YES      NO  

**B. Screening Information:**

Tenant's Current Information	Tenant's Current Landlord	Tenant's Previous Landlord

## PART IX. LANDLORD INFORMATION

Please check here if this is the first time you have participated on the Section 8 program.

**Federal regulations now prohibit rental of Section 8 units by relatives.** By signing below I, the owner, certify that I am not the parent, child, grandparent, grandchild, sister, or brother of any member of the Section 8 participant family and that all the above information is correct.

Mailing Address:	
Print or type name of legal owner	Name of Complex
Signature of legal owner	Print Name of Person
Print or name of legal owner	Address
Signature of Authorized Agent	City, State, and Zip Code
Owner Tax ID Number or SS Number:	Telephone Number:

# SECTION 8 LANDLORD CERTIFICATION

\_\_\_\_\_  
(Tenant Name)

\_\_\_\_\_  
(Assisted Unit Address)

\_\_\_\_\_  
(City, State, Zip)

## Ownership of Assisted Unit

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

## Dwelling Lease and Housing Assistance Payments (HAP) Contract

I understand that I must use my standard dwelling lease, the same lease that's used by my non-section tenants plus the HUD required lease addendum. I also understand that the lease effective date, the lease end date, and the contract rent must match what's listed on the HAP contract and if different, will be superseded by those on the HAP contract. I understand I must submit a signed copy of the lease and HAP contract to the Housing Authority before payment can be made.

## Approved Residents of Assisted Units

I understand that only those residents approved on the lease and HAP contract may reside in the unit and that I am not permitted to live in the unit while I am receiving housing assistance payments. (Does not apply to owners participating on the Shared Housing Program, provided they are not related to the tenant by blood or marriage). In addition, I understand that King County Housing Authority does not check references, they only verify program eligibility and I am responsible for reference checks for rental, financial, and criminal history.

## Reporting Vacancies to the Housing Authority

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## Administrative and Criminal Action for Intentional Violations

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

## Computer Matching Consent

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

## Fair Housing Requirements

I understand that, as a recipient of federal funds, I have an obligation to comply with all pertinent laws, and regulations, which provide for non-discrimination as well as unit accessibility for all housing participants, including people with disabilities. I understand that additional information on this subject can be found by printing HUD Notice 2002-01 located on KCHA's website at [www.kcha.org](http://www.kcha.org) or by requesting a printed copy from the Section 8 Housing office.

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Date)

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



# KING COUNTY HOUSING AUTHORITY

## PROJECT BASED ASSISTANCE

700 ANDOVER PARK W, SUITE A \* TUKWILA, WASHINGTON 98188-3326

PHONE (206) 214-1300 FAX (206) 243-5927

Dear Owner/Landlord/Agent:

The purpose of the disclosure rule is to ensure that individuals and families receive information necessary to protect themselves and their families from lead-based paint and/or lead-based paint hazards. To comply with the Lead Disclosure Rule, the Housing Authority and rental housing owners have specific requirements before the tenants become obligated under a lease or when the rent or lease conditions change and the owner has new information about lead-based paint and its hazards. The Owner or agent must:

- Provide the EPA Pamphlet "Protect your family from lead in the Home" and the tenant must acknowledge receipt of the pamphlet. The Pamphlet is available at <http://www.hud.gov/offices/lead/healthyhomes/lead.cfm>
- Disclose any known information concerning lead-based paint and/or lead-based paint hazards including information regarding location of lead-based paint and/or lead-paint hazards or indicate no knowledge of lead-based paint and/or lead-based paint hazards.
- Provide any records and reports on lead-based paint and/or lead-based paint hazards that are available or indicate no such records or reports are available. For multi-unit buildings this also includes records or reports concerning common areas or building-wide evaluations.
- Include an attachment to the contract or lease or ensure the lease includes a lead warning statement and confirms that the landlord has complied with all notification requirements and acknowledgement from the tenant that they have received the required information.

**PLEASE NOTE, THIS REQUIREMENT ONLY APPLIES TO HOUSING BUILT PRIOR TO 1978.**

To make the process as simple as possible, we have attached a copy of a disclosure form which explains what is needed to meet the requirements and at the same time, allows you to certify compliance to the Housing Authority.

- If your unit was built in or after 1978, please check the box in the second paragraph, sign at the bottom and return the form to the Section 8 office.
- If your unit was built prior to 1978, please complete lines 'A' and 'B' and then contact the tenant to complete lines 'C' and 'D'. If you have an agent representing you they must initial "E" and also sign the disclosure form. Once complete, please make sure each party signs the bottom of the form and return it to the Section 8 office.
- Please retain a copy of the completed disclosure records for no less than three years from the commencement of the date of the lease.

If you have any questions regarding this process, please contact the Section 8 office at 206-214-1300.



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

**Lead Based Paint Warning Statement:**

*Housing 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, owners/landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Section 8 participants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Property Address:**

*If the unit was built in 1978 or later, check here  and skip sections A through E and **return the signed form to the Section 8 office.***

**Owner/Landlord/Lessor's Disclosure (A and B must be completed)**

- A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):
- 1)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - 2)  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B) Records and reports available to the lessor (check (1) or (2) below):
- 1)  Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (lists documents below).
  - 2)  Owner has no reports or records pertaining to lead-based paint and or lead-based paint hazards in the housing

**Section 8 Participant's Acknowledgment - Lessee's (Must be completed - please initial)**

- C) \_\_\_\_\_ Participant acknowledges information noted and has received copies of all information listed above.
- D) \_\_\_\_\_ Participant has received the pamphlet ***Protect Your Family from Lead in Your Home***.

**Agent's Acknowledgment (Please initial)**

- E) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibilities to ensure compliance.

**Certificate of Accuracy**

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

Owner/Landlord/Lessor	Date	Owner/Landlord/Lessor	Date
Section 8 Participant	Date	Section 8 Participant	Date
Agent	Date	Agent	Date

***PHA has reviewed for accuracy and completeness:***

***Date:*** \_\_\_\_\_ ***Name:*** \_\_\_\_\_



**KING COUNTY  
HOUSING AUTHORITY**

## **INSPECTION DISCLOSURE STATEMENT**

Each unit to be subsidized under the Authority's Section 8 program must pass a Housing Quality Standards (HQS) inspection performed by a Housing Authority inspector or its designated representative, initially and at least annually, before the unit's subsidy may begin or continue.

The purpose of this inspection is to determine the livability of each unit according to the inspection standards set by HUD. The inspectors are passing judgment only on housing **conditions that are visible**. Hazards which are within the walls, or which require testing to detect are beyond the scope of an HQS inspection. By participating in this inspection, the inspector expresses an opinion only regarding the quality and condition of the items reported upon, and nothing contained herein shall be considered as a representation by the Housing Authority of any fact or as a warranty as to quality or condition of items which are not visible.

The undersigned hereby release and discharge the Housing Authority, its agents and servants, from any and all liability or claims which may arise due to a condition on or about the subject premises which either existed prior to or simultaneously with, or which was created subsequently to the date of the signing of the Housing Contract and dwelling lease.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner or Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Representative

\_\_\_\_\_  
Date

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

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0169  
Exp. 04/30/2014

---

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

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

redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b Utilities and appliances**

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

**c Criminal activity or alcohol abuse.**

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

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

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

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

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

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

#### **e. Protections for Victims of Abuse.**

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

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

#### **g. Owner notice of grounds**

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

#### **9. Lease: Relation to HAP Contract**

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

#### **10. PHA Termination of Assistance**

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

#### **11. Family Move Out**

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

#### **12. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

### 13. Prohibition of Discrimination

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

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

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

### 16. Notices

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

### 17. Definitions

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

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

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

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

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

**HUD.** The U.S. Department of Housing and Urban Development.  
**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

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

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval 2577-0169 (Exp. 04/30/2014)**

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

**Instructions for use of HAP Contract**

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

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

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

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

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Part A of the HAP Contract: Contract Information

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

**1. Contents of Contract** This

HAP contract has three parts:

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

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

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

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

**7. Initial Housing Assistance Payment**

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

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



**8. Utilities and Appliances**

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

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

**Signatures:**

**Public Housing Agency**

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

\_\_\_\_\_  
Signature

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

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

**Owner**

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

\_\_\_\_\_  
Signature

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

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

**Mail Payments to:**

Name

\_\_\_\_\_  
Address (street, city, State, Zip)

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

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

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

**1. Purpose**

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

**2. Lease of Contract Unit**

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

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

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

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

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

**4. Term of HAP Contract**

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

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

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

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

#### 6. Rent to Owner: Reasonable Rent

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

#### 7. PHA Payment to Owner

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

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

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

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

#### c. Amount of PHA payment to owner

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

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

#### e. Limit of PHA responsibility.

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

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

#### 8. Owner Certification

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

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

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

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

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

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

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

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

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

#### 12. Exclusion of Third Party Rights

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

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

### 13. Conflict of Interest

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

### 14. Assignment of the HAP Contract

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

the Fair Housing Act or other Federal equal opportunity requirements.

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

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

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

**17. Entire Agreement: Interpretation**

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

- a. **Maintenance**
-

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**b Utilities and appliances**

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

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

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

**8. Termination of Tenancy by Owner**

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

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

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

**c Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

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

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

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

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

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

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

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

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

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

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This



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

**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.

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

### 17. Definitions

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

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

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

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

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

**HUD.** The U.S. Department of Housing and Urban Development.  
**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

### 16. Notices



**KING COUNTY  
HOUSING AUTHORITY**

**SUSPECTED FRAUD/CRIMINAL ACTIVITY COMPLAINT FORM**

**POLICY STATEMENT**

The King County Housing Authority is dedicated to providing quality affordable housing opportunities and to build communities through partnerships. We encourage self-sufficiency and we protect the dignity of people with limited resources while safeguarding the public trust. The King County Housing Authority vigorously pursues fraud and criminal activity allegations and strongly encourages those with information regarding fraud/criminal activity, to notify the King County Housing Authority by completing this form or calling our hotline at 206-214-1353.

**PLEASE PRINT INFORMATION LEGIBLY**

DATE: \_\_\_\_\_ NAME OF SUBJECT \_\_\_\_\_

ADDRESS OF SUBJECT \_\_\_\_\_

YOUR NAME \_\_\_\_\_ YOUR TELEPHONE # \_\_\_\_\_

YOUR RELATIONSHIP TO SUBJECT \_\_\_\_\_

WOULD YOU BE WILLING TO TESTIFY AT AN INFORMAL ADMINISTRATIVE HEARING? YES \_\_\_\_\_ NO \_\_\_\_\_

NARRATIVE-WHAT ARE YOU ALLEGING?

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IS THE SUBJECT EMPLOYED? YES \_\_\_\_\_ NO \_\_\_\_\_ NAME OF COMPANY OR BUSINESS TYPE \_\_\_\_\_

NAMES OF UNAUTHORIZED LIVE INS? ADULTS \_\_\_\_\_

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MINORS (UNDER 18 YEARS OLD) \_\_\_\_\_

IS THE UNAUTHORIZED LIVE IN, EMPLOYED OR RECEIVING INCOME? YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, WHERE OR SOURCE OF INCOME? \_\_\_\_\_

HAVE THE POLICE BEEN TO THE UNIT OR MADE ANY ARRESTS TO ANY HOUSHOLD MEMBERS AWAY FROM THE UNIT? YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, PLEASE EXPLAIN \_\_\_\_\_

VEHICLE INFORMATION OF UNAUTHORIZED LIVE INS? LICENSE PLATE NUMBER(S) \_\_\_\_\_

DOES THE UNAUTHORIZED LIVE IN RECEIVE MAIL AT THE SUBSIDIZED UNIT? YES \_\_\_\_\_ NO \_\_\_\_\_ UNKNOWN \_\_\_\_\_

IS THERE ANY OTHER INFORMATION YOU BELIEVE WOULD BE HELPFUL REGARDING YOUR ALLEGATIONS? (EXAMPLE: PROBATION OFFICER INFORMATION, BANK ACCOUNTS, STORE /CHARGE CARD ACCOUNTS, SCHOOL RECORDS, COURT DOCUMENTS, POLICE REPORTS/CASE #'S, CHILD PROTECTIVE SERVICES INVOLVEMENT, PROPERTY OWNED, VEHICLE OWNED, ETC.) \_\_\_\_\_

**REQUEST FOR NON-DISCLOSURE (Optional):** Pursuant to RCW 42.56.240(2) of the Public Records Act, I request that information revealing my identity NOT be disclosed because I fear that such disclosure would endanger my or someone else's life, physical safety, or property. **SIGN HERE:** \_\_\_\_\_

**Mail/Email/Fax Form To:**

**Peter Tran  
Fraud Investigator  
King County Housing Authority  
700 Andover Park West  
Tukwila, WA 98188**

**Confidential FAX: 206-357-2432  
Email: petert@kcha.org**

Fraud Hot- line Call  
 Complaint form mailed dropped or faxed into KCHA offices  
 Other \_\_\_\_\_  
Date Received \_\_\_\_\_  
OK to release reporting person's name?  
 Yes  No  Did not Specify  
Housing Specialist: \_\_\_\_\_  
Date Assigned \_\_\_\_\_