

Housing Authority of the City of Livermore



Housing Choice Voucher (Section 8)

Landlord Handbook

Rev. 04/14/2017

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www.livermoreha.org

Housing Authority of the City of Livermore (LHA)

Mission Statement

LHA's mission is to deliver housing, housing assistance, and related services to low-, very low- and extremely low-income:

- Elderly persons and persons with verifiable disabilities, in order to enable them to live as independently as possible within their economic resources, and
- Persons who are not elderly or do not have verifiable disabilities, for the time necessary to enable them to become self-sufficient and economically independent.

Business Hours

Mondays through Fridays, 8:30 a.m. to 5:00 p.m.
Closed during lunch, 12:00 p.m. to 1:00 p.m.

LHA's Jurisdiction

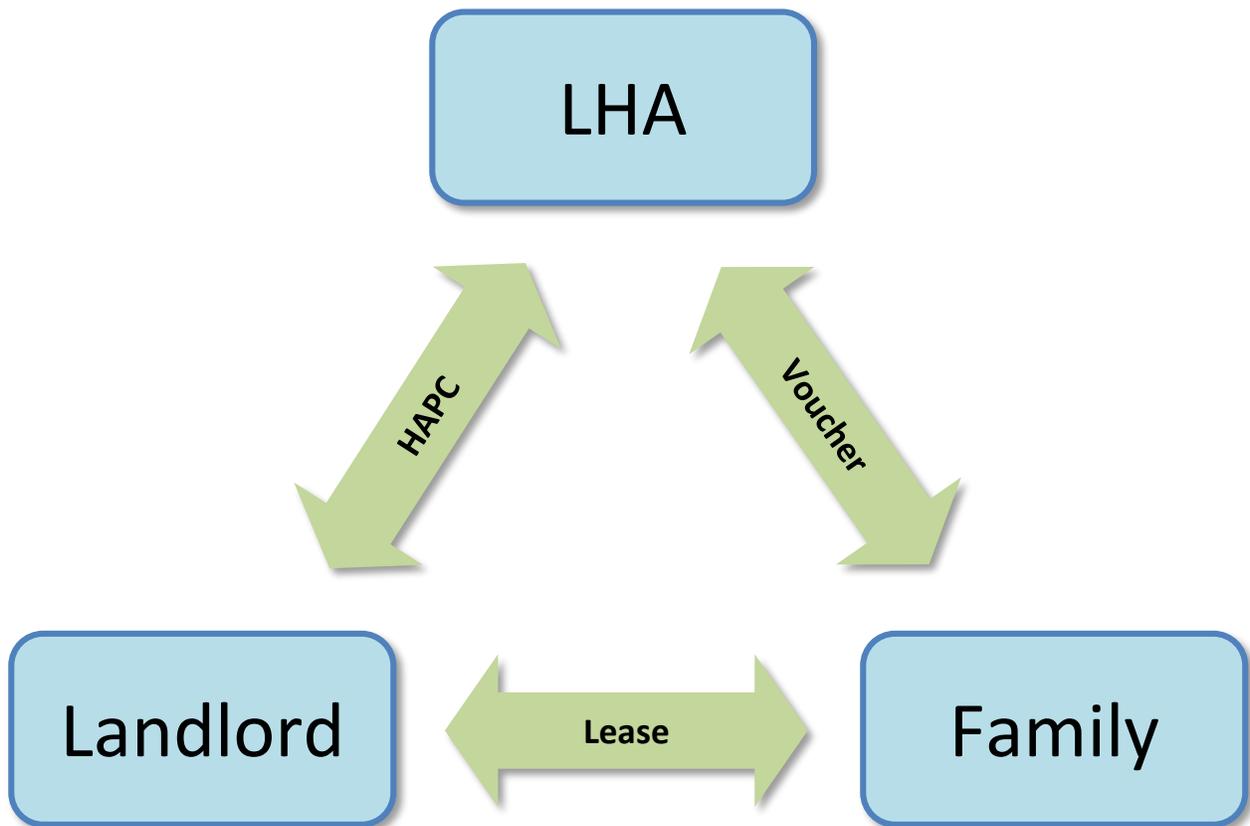
LHA provides assistance in the City of Livermore.

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HOW THE HOUSING CHOICE VOUCHER PROGRAM WORKS

The Housing Choice Voucher (HCV) Program, also known as Section 8, makes quality rental housing affordable to low and very low income families by making the relationship between the "family" (that needs a place to live) and a "landlord" (who owns rental property) financially feasible. The program provides rental assistance to eligible families, and guarantees monthly payments to owners. The family's portion of the rent at initial move-in is based on household income and ranges from 30%-40%. LHA pays the difference directly to the landlord.



The **Voucher** is the contract between the family and the Housing Authority.

The **Lease** is the contract between the tenant and landlord.

The **Housing Assistance Payment Contract (HAPC)** is the contract between the Housing Authority and the landlord and incorporates the monthly payments to the landlord.

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 may be lowered and LHA's portion may be increased so the landlord gets their full rent amount
- There is minimal paperwork to be done
- You may use your own lease
- You select your own tenants and use your own screening process for tenant selection
- Charge the same late fees and security deposits that you charge other tenants
- Annual inspections conducted by LHA can help you preserve your investment by identifying problems before they become costlier to correct
- 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.gosection8.com

HOW DOES A LANDLORD JOIN THE PROGRAM?

Any landlord willing to work within the guidelines of the program can rent their unit on the program. The rent must be within the program limits (see Attachment A for more information) and comparable to other rents in the area, the unit must be inspected and meet HUD's Housing Quality Standards, and the landlord must be willing to maintain and enforce their obligations under the signed contract. LHA provides a referral to a free rental listing service to landlords and Section 8 participants.

WHO IS AN ELIGIBLE SECTION 8 PARTICIPANT?

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

- Have income at or below HUD-specified limits
- Qualify on the basis of citizenship or eligible immigration status of family members

- Provide documentation of social security numbers for household members as required by HUD
- Consent to LHA's collection and use of family information to determine household income and composition
- Pass LHA's criminal screening

Once LHA approves the family the family is issued a Housing Choice Voucher and the family begins searching for an available rental unit that will accept the Section 8 Voucher. The owner is responsible for screening the family for tenant suitability, collecting the security deposit and the tenant's portion of the first month's rent.

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 that they have only been screen by LHA for program eligibility and have not been screened for tenant suitability. This should be the first step performed by the landlord. At the landlord's request, LHA will supply the name, address, and telephone number of the current and previous landlord who rented to the tenant, if known. It is acceptable 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

Once the landlord approves a Section 8 Voucher holder to live in their unit, the landlord must complete and submit to LHA the Request for Tenancy Approval Cover form, Request for Tenancy Approval form, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form, and Request for Taxpayer Identification Number and Certification form.

The Unit Rent Approval

At the time of initial lease-up, a unit must meet two rent tests:

1. The rent must be reasonable in comparison to other rents charged for comparable unassisted units; and
2. The tenant's portion cannot exceed 40% of their monthly adjusted income.

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 participant will not be able to rent the unit under the program. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference between the approved rent amount and the rent amount the landlord wishes to charge.

The Inspection Process

Housing Quality Standards (HQS) play an important role in the administration of the program. An HQS inspection is required and must pass before assistance can be provided and annually thereafter. The purpose of the inspection is to ensure that the unit meets all the minimum inspection standards set by HUD to ensure the unit is decent, safe, and sanitary. We're not looking for code compliance, but rather possible health or safety hazards like a smoke alarm with a dead battery, an outlet without a switch plate, a stove burner that is not functioning.

❖ Why does a unit fail HQS?

Units sometimes fail 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. LHA encourages landlords and tenants to conduct pre-inspections and correct deficiencies prior to the HQS inspection to save valuable time.

Here are some common fail items:

- Entry doors do not lock securely
- Windows designed to open don't have a permanent lock attached
- All electrical outlets and switches don't have cover plates that are free of cracks and are not secured to the wall
- Knobs and dials are missing on the oven/range, burners don't lay flat and are not working properly and the exhaust fan filter screen is missing
- Refrigerator gaskets around the doors are loose or cracked and the kick plate isn't secure
- The heating system is not on, operational and clear of furniture and other objects
- Plumbing leaks
- Hot water heaters are not installed properly and are not secure
- Flooring includes trip hazards (e.g. torn linoleum)
- Inoperable smoke detectors and carbon monoxide detectors
- Inoperable bathroom fans or no ventilation (i.e. window)
- Stairways with four or more steps, decks and porches don't have a handrails

DWELLING LEASES AND CONTRACTS

Dwelling leases and housing assistance payment contracts must be signed before payment on a unit can begin. You may use your own lease; however, the lease must include HUD's Tenancy Addendum (Attachment C).

RENT INCREASE REQUESTS

You may request rent increases after the initial lease term provided that the new rent is comparable to similar units in your area.

ROLES AND RESPONSIBILITIES

The landlord, LHA and the family all have important roles and responsibilities in the Housing Choice Voucher Program.

LANDLORD RESPONSIBILITIES

Every property owner has a role as a responsible "Landlord". The landlord must do the following:

1. Screen each family that applies to rent their unit to determine if they are a suitable tenant. This screening may include a credit check and/or review of rental history, etc. just like when you rent a unit without HCV assistance.
2. Exercise good property management, including but not limited to; collecting a security deposit, collecting the tenant portion of the rent each month, making all owner required repairs to the unit, and taking appropriate action in response to lease violations. NOTE: Some lease violations are also HCV violations (for example, non-payment of rent can also result in termination of HCV assistance).
3. Notify LHA immediately if there are any serious and/or life threatening problems in the unit, if the family moves out of the unit or a new household member moves into the unit.
4. Comply with applicable fair housing laws.
5. Comply with the requirements of the Violence Against Women Act (Attachment B)

LHA RESPONSIBILITIES

LHA has a responsibility to follow the regulation and rules of the HCV program. LHA must:

1. Determine the family's eligibility to receive and to continue to receive rental assistance. You and LHA must successfully complete a reexamination of your family's income and composition every year (you may be required to complete more than one reexamination per year under certain circumstances).
2. Perform an initial and annual inspection (and others as necessary) to insure the unit is decent, safe, and sanitary. Both you and the owner have responsibilities for keeping the unit decent, safe, and sanitary.
3. Approve the rent for the unit in accordance with the Department of Housing and Urban Development's (HUD) requirements.
4. Make timely, monthly rent subsidy payments to the landlord each month.
5. Comply with applicable fair housing laws.
6. Comply with the requirements of the Violence Against Women Act.

FAMILY RESPONSIBILITIES

Every family has a role as a responsible "program participant" and a good "Tenant" and neighbor. The family **MUST** do the following:

1. Submit the Request for Tenancy Approval (RTA) to LHA on or before the expiration date of the Voucher.
2. Comply with all the terms of the rental lease, including the Tenancy Addendum, including but not limited to:
 - a. Paying the family rent portion to the landlord on time each month,
 - b. Maintaining the unit and common areas in a clean, hazard-free way,
 - c. Notifying the landlord whenever items need maintenance or repair, and
 - d. Maintaining and paying for utilities that are their responsibility.
3. Comply with all the terms of the Voucher program
4. Attend all appointments scheduled by LHA

ENCLOSURES

Document	Attachment
How Much Rent Can I Charge?	A
What are my responsibilities under the Violence Against Women Act (VAWA)?	B
LHA Benefit Payment Standards	C
HUD Tenancy Addendum	D

ATTACHMENT A

How Much Rent Can I Charge?

Key Terms

- **Contract Rent.** The total rent that you charge for a unit.
- **Gross Rent.** The sum of your contract rent and the utility allowance that the Housing Authority of the City of Livermore (LHA) credits to the family.
- **Payment Standard.** The maximum monthly assistance payment in LHA's jurisdiction for the sum of (1) the contract rent you charge the assisted family; and (2) the utility allowance that LHA credits to the family. Payment standards are set by LHA based on rental market information updated annually by the U.S. Department of Housing and Urban Development (HUD). LHA updates payment standards, at least, annually.

Payment standards ARE used to determine how much of the rent is paid by LHA, and how much by the family. **Payment standards do NOT determine or limit what you can charge for your unit.** As described below, the maximum contract rent you can charge is based on the reasonable rent for the unit and the family's income.

- **Reasonable Rent.** Gross rent that is no more than the gross rent for comparable unassisted units in the area of the unit proposed to be assisted.
- **Tenant's Portion.** The monthly rent paid directly to you by the tenant.
- **Utility Allowance.** The amount that LHA determines is necessary to cover the cost of essential utilities for which the tenant is responsible, and for a stove or refrigerator provided by the family. The utility allowance does not include the cost of telephone or cable services.

How much rent can I charge?

What you can charge (the contract rent) is based on two factors:

- The reasonable rent for your unit; and
- The family's income.

The gross rent for your unit (i.e., the sum of your contract rent and the utility allowance that LHA credits to the family) has to be reasonable-that is, no more than the gross rent for comparable unassisted units in the area of the unit proposed to be assisted. In addition, if the unit is in a multi-unit building, you can charge no more for it than what you charge for comparable unassisted units in the building. LHA determines rent reasonableness by inspecting your unit and, then, comparing its rent to that of, at least, two comparable

unassisted units in your unit's area.

In addition to being reasonable, the gross rent for your unit has to be affordable by the tenant. For an initial contract (that is, LHA's first Section 8 HCVP contract with you on behalf of this family in this unit), the total of the tenant's portion (that is, the monthly rent paid directly to you by the tenant) and the utility allowance can be no more than 40% of the family's income. The 40% requirement does not apply if the tenant already in the unit is a current participant in the Section 8 HCVP.

How much of the rent do I get from LHA? How much from the tenant?

To determine LHA's payment to you, LHA:

1. Calculates the gross rent (i.e., the sum of your contract rent and the utility allowance that LHA credits to the family).
2. Calculates 30% of the family's income.¹
3. Subtracts 30% of the family's income from the lesser of the payment standard or the gross rent.²

The difference between 30% of the family's income and the lesser of the payment standard or the gross rent is LHA's monthly payment to you. The family pays you the remainder. (The family is also responsible for the full security deposit. LHA does not pay any portion of it.)

¹In limited circumstances, alternate formulas may apply.

² As required by HUD regulations, LHA subtracts 30% of the family's income from the lesser of the payment standard or the gross rent regardless of whether this is an initial contract and the family is willing and allowed by regulations to have a total tenant's portion (that is, the tenant's rent payment directly to you) and the utility allowance up to 40% of the family's income.

Example

LHA's payment standard for a 2-BR unit in Livermore is \$1,377. Assume that your unit is vacant, and that you're asking \$1,400 for it. To not make the example more complex, also assume that your contract rent of \$1,400 includes all essential utilities. That is, the family is not, separately, responsible for the cost of any essential utilities. Consequently, there is no separate utility allowance. In this example, since the contract rent includes essential utilities, the contract rent and the gross rent are the same, i.e., \$1,400.

1. After inspecting your unit and comparing its gross rent to that of, at least two comparable unassisted units in your unit's area, LHA has determined that \$1,400 is a reasonable rent.
2. LHA has calculated 30% of the family's income to be \$412. As a result, LHA's monthly

payment to you is \$965. Since the \$1,377 payment standard is less than the \$1,400 gross rent for your unit, LHA subtracted \$412 from \$1,377 ($\$1,377 - \$412 = \$965$). In this example, on the first of each month, LHA'S payment to you would be \$965.

3. The tenant's portion would be \$435, the difference between your \$1,400 contract rent and LHA's payment to you of \$965 ($\$1,400 - \$965 = \435).
4. Since your unit is vacant, this would be the initial contract on it for the family. Consequently, LHA has to determine whether the family's tenant's portion exceeds 40% of its income. In this example, LHA has determined that the tenant's portion of \$435 does not exceed 40% of the family's income.

Based on items 1 through 4 above, your rent of \$1,400 is both reasonable and affordable to the family. LHA can enter into a Section HCVP contract with you for this unit on behalf of the family. LHA's monthly payment to you on behalf of the family would be \$965.

ATTACHMENT B

What are my responsibilities under the Violence Against Women Act (VAWA)?

Your responsibilities under the Violence Against Women Act are described in this Notice:

ADMINISTRATIVE PLAN EXHIBIT 16-2: NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This notice was adopted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, or stalking if you can demonstrate that there is an actual or imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking. You cannot hold a victim of domestic violence, dating violence, or stalking to a more demanding standard than tenants who are not victims.

Removing the Abuser from the Household

You may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- By completing a HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority, or online at www.hudclips.org.
- By providing a statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- By providing a police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.
- The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

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

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

Additional Information

- If you have any questions regarding VAWA, please contact the Alameda County Family Justice Center, 470 27th St., Oakland, CA 94612, at (510) 267-8800.
- HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/>.
- An overview of VAWA's housing provisions is available at <http://hmiS:info/ClassicAsp/documents/March%2016%202007%20HUD%20Notice%20on%20VAWA.pdf>

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

VAWA defines dating violence as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines stalking as (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

ATTACHMENT C

LHA BENEFIT PAYMENT STANDARDS (Effective March 1, 2016)

The payment standard is the maximum the Housing Authority could pay. It is not a rent amount guarantee. The actual amount the Housing Authority will pay is based on comparable rents for similar units in the same or similar neighborhood, and current rental rates.

UNIT SIZE BY BEDROOMS				
STUDIO	1-BR	2-BR	3-BR	4-BR
\$1,518	\$1,829	\$2,313	\$3,225	\$3,594

- The Housing Authority must qualify the unit for rent-reasonableness. We must be able to locate comparable units to justify the owner's contract rent amount.
- If the rent requested is more than the Payment Standard it may not be affordable for the family and the Housing Authority cannot approve the unit.
- Rent may not be approvable even at the Payment Standard because:
 - Market Rents have decreased over the last year
 - A deduction must be made if the family will be responsible for any of the utilities (i.e. PG&E)
 - The owner is asking more for this unit, than for other similar units.
- Family is responsible for the full security deposit charged by the landlord (the Housing Authority does not pay any portion).
- As a general rule, if the rent requested is equal to or less than the Payment Standard and the owner pays for all utilities, the unit is affordable for a family with a matching size Voucher.
- Families are encouraged to rent a unit with the same number of bedrooms on the Voucher. If you select a unit with more bedrooms than listed on your voucher, the rent level cannot be higher than the maximum subsidy level for your approved bedroom size. If you rent a unit that has more bedrooms than the voucher size for which you are approved, the payment standard for the unit is based on the voucher size for which you are qualified.

Your share of the rent plus the utility allowance may not exceed 40% of your family monthly adjusted gross income at move-in.

ATTACHMENT D

TENANCY ADDENDUM

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.
09/30/2017

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

redcoration) 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 additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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