



**Section 8 Housing Choice Voucher Program
Owner/Landlord Guidebook**





Section 8 Housing Choice Voucher Program

Owner/Landlord Guidebook

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Introduction to the Program

Section 8 Housing Choice Voucher Program Intro for Owner/Landlords

Welcome to Staunton Redevelopment and Housing Authority's Section 8 Housing Choice Voucher Program. By the time you make your way through this packet you will have an understanding of how the program works, what your obligations are as an owner/landlord, and how you, the Housing Authority, and your tenant household all work together to provide a safe, decent, and affordable place for the tenant family to live. Without our amazing owner/landlords, we do not have a program, and the goal of this packet is to provide you with a solid source of information so that you are clear and confident in what you bring to the table, as well as the benefits to you and to those we serve. Most importantly, you will learn what a great opportunity it is to be a part of a program that provides one of the most basic and vital needs to eligible participants...a roof over their heads. We currently have 238 Housing Choice Vouchers and 10 VASH Vouchers, enabling us to help up to 248 families, individuals and Veterans in our community with their housing needs.

I'd like to start by introducing myself. My name is Audra Hutchens, and I am the Section 8 Manager here at Staunton Redevelopment and Housing Authority. Housing has been my career in one way or another for the past 9 years, and I have been here at SRHA for the last 6 years, the first 3-and-a-half of which I managed our Multi-Family Program. I'm now enjoying serving our existing and future Section 8 participants. Below you will find contact information for me, as well as the other members of our team that will be most helpful to you while you are a participant in this program. Please note that I am usually able to respond more quickly to emails than phone calls if you are able to communicate in that way.

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Please also be aware of our website, www.stauntonrha.org, which is a great resource for information, forms, and helpful links. You will also be able to access our Landlord Portal through the website once you are a participant.



HOUSING CHOICE VOUCHER FACTS

WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs) that receive federal funds from the U.S. Department of Housing and Urban Development (HUD). This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program. A brief summary of each party's role is below:

HUD: HUD provides funds to allow PHAs to make housing assistance payments on behalf of the HCV tenants. HUD also pays the PHA a fee for the costs of administering the program. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Public Housing Agency: The PHA administers the HCV program locally and provides the HCV tenant with the housing assistance. The PHA must examine the tenant's income, household composition and ensure that their housing unit meets minimum housing quality standards. The PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family.

Landlord: The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. The Landlord enters into a lease agreement with the tenant.

Tenant: When a tenant selects a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

Rent: The PHA determines a payment standard that is between 90% and 110% of the Fair Market Rents regularly published by HUD representing the cost to rent a moderately-priced dwelling unit in the local housing market. The housing voucher tenant must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard, the tenant required to pay the additional amount.

HCV Households

- **8.5 years** is the average household time in the program
- **28.1%** are elderly (older than 62)
- **26%** are non-elderly disabled
- **44.7%** are single person
- **Over 73,000 HCVs** are designated for Veteran Affairs Supportive Housing

HCV Unit Type*

- **25.1%** are single family detached
- **11.5%** are semi-detached
- **17.4%** are rowhouse/townhouse
- **33.5%** are low-rise buildings
- **10.1%** are high-rise buildings
- **2%** are manufactured homes

**Does not include MTW agency data.*

HCV Unit Location

- **59.2%** are in central cities
- **37.6%** are in suburbs
- **3%** are in rural areas

The data in this document is current as of December 2019.

Revised July 2020

The PHA's Role in the Housing Choice Voucher Program



U.S. Department
of Housing and
Urban Development

The Housing Choice Voucher program, commonly known as HCV or Section 8, is the Federal government's primary program for assisting low-income families, the elderly, and persons with disabilities to afford rent in the private market.

In the HCV program, the U.S. Department of Housing and Urban Development (HUD) pays rental subsidies so eligible families can afford decent, safe, and sanitary housing. The HCV program is generally administered by state or local governmental entities called public housing agencies (PHAs). HUD provides housing assistance funds to PHAs to distribute on behalf of families. HUD also provides funds for PHA administration of the program.

PHAs are State-Created Entities

Each state's law governs how PHAs are formed. There may be state, county, or city PHAs that are authorized to administer the program. PHAs are not federal agencies, although HUD has regulatory oversight over many of the programs PHAs administer. Under program regulations, PHAs have discretion to run their programs in ways that best support their local communities. As each community has its own unique needs and issues, PHAs in different areas will operate the HCV program in different ways.



PHAs Serve their Communities

PHAs run their programs to best serve the needs of their individual communities. Examples of how one PHA's HCV program may differ from another PHA's program include:



PHAs have discretion in **setting payment standards.** Payment standards determine the maximum amount of rental assistance a PHA may pay to a landlord on behalf of an assisted tenant. Two PHAs serving the same area may have vouchers operating under different payment standards.



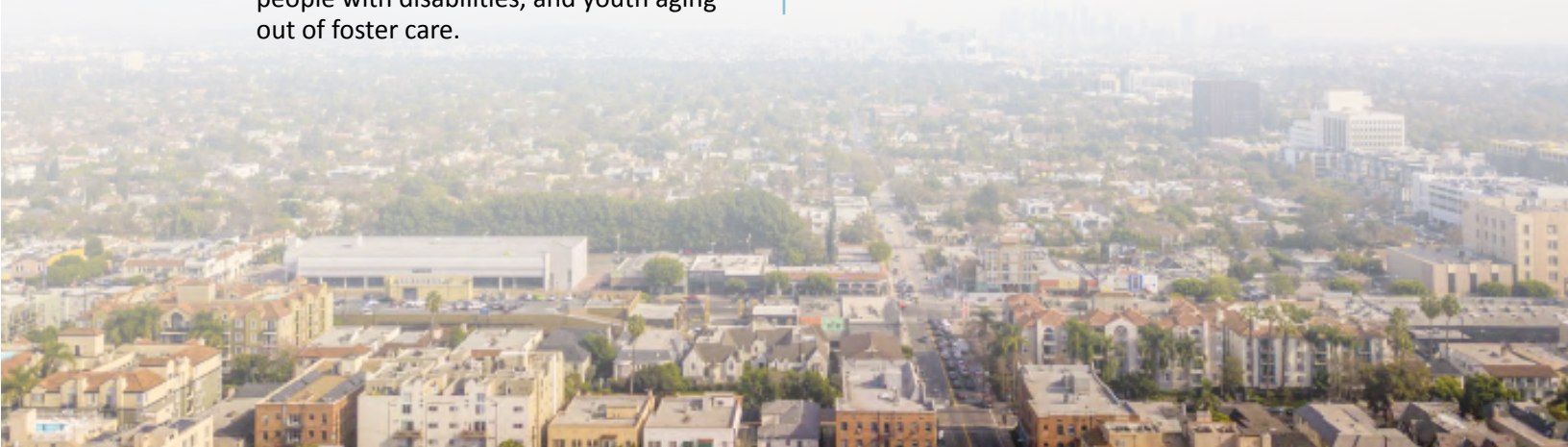
PHAs are allowed to determine how to **prioritize which families receive vouchers among all applicants** for the program depending on the local housing needs. For example, some PHAs may have adopted a preference for people experiencing homelessness, while other PHAs may have adopted a preference for working families.



PHAs may **offer distinct or special purpose vouchers that are specifically designed to help serve different high-need groups** of people in their community. Some examples of high-need groups include veterans experiencing homelessness, non-elderly people with disabilities, and youth aging out of foster care.



PHAs **follow different inspection schedules** for their HCV units. For example, some PHAs may conduct inspections annually, while other PHAs may conduct them biennially, or even every three years in some rural areas.



PHAs perform a variety of tasks in administering the HCV program.



Helping Families Join the HCV Program

PHAs help families join the HCV program by maintaining waiting lists, processing applications, determining eligibility, issuing vouchers, providing search assistance, approving units, and executing contracts with landlords.



Providing Rental Assistance Payments to Landlords

PHAs provide a portion of the voucher family's rent to the landlord. Typically—though not in every instance—**families pay 30% of their monthly income towards rent**, while the PHA covers the remaining portion of the rent through a Housing Assistance Payment (HAP). PHAs will adjust the family's portion of the rent, as well as the payment to the landlord, if the voucher family experiences a change of income.



Helping Families Stay and Leave the HCV Program

PHAs help families retain assistance through the HCV program by verifying their income at regular intervals and when requested by the family. They also **assist the family in ensuring they still meet program requirements** during a move. PHAs may help families leave the HCV program by administering a Family Self-Sufficiency program, which helps HUD-assisted families increase their earned income so they can afford to leave the program. Some PHAs may refer families to other social service organizations to address specific challenges or needs.



Conducting Physical Inspections

PHAs **help ensure that units are decent, safe, and sanitary** by conducting inspections. Activities related to inspections include scheduling, notifying, and preparing for inspections; conducting inspections; and enforcing inspection standards. Inspectors are looking at key aspects of housing quality, including, but not limited to, sanitary facilities, illumination and electricity, lead-based paint, smoke detectors, and interior air quality.



Providing Landlord Supportive Services

In some instances, PHAs may provide certain supportive services to landlords. These activities may include **aiding in advertising rental units; providing incentive or bonus payments to landlords; or connecting landlords with potential tenants.**

For more resources, please visit the following webpage: www.hud.gov

Search for:

landlords



Landlord participation in the HCV program is free, and landlords do not pay to maintain compliance with the program, though in limited instances PHAs may charge for re-inspections after inspection violations have been found.



Department of
Housing and
Urban
Development

Veterans Affairs Supportive Housing (HUD-VASH)

As a landlord you can help end veteran homelessness

Veteran Homelessness

U.S. military veterans are 50% more likely to become homeless than other Americans.

Veteran homelessness is a complex issue that goes beyond just lack of affordable housing and poverty; it includes challenges like trauma, mental health and substance abuse.

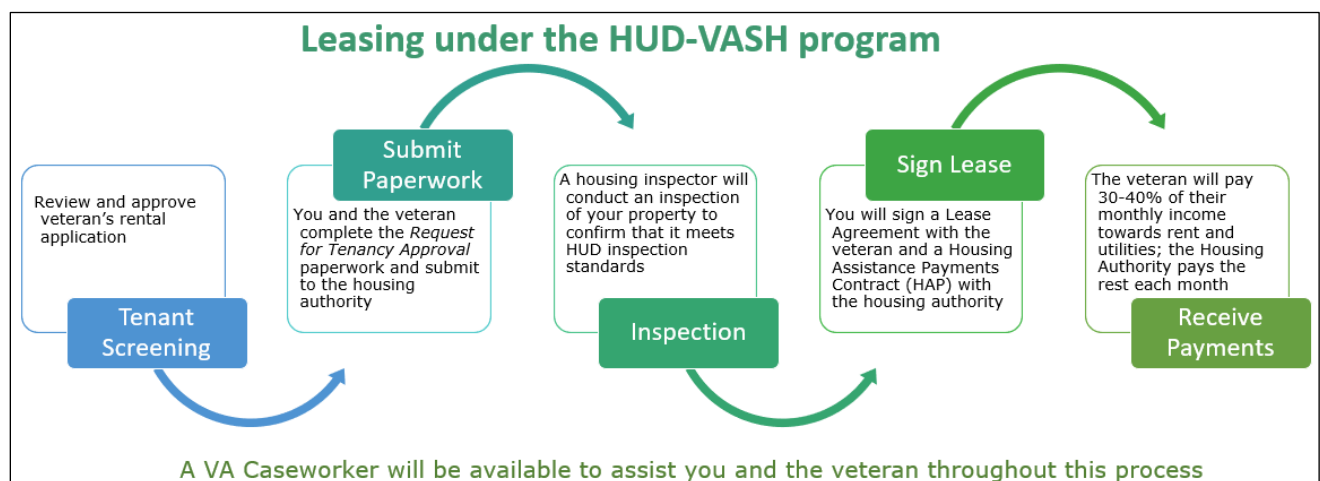
Housing Homeless Veterans

Through the HUD-VASH program, homeless veterans receive rental assistance through a Housing Choice Voucher to rent privately owned housing.

HUD-VASH is a collaborative program between HUD and the Department of Veterans Affairs (VA). HUD-VASH combines housing vouchers with VA services to help veterans who are homeless and their families find permanent, affordable housing.

Advantages of becoming a HUD-VASH landlord:

- A Housing Choice Voucher pays a portion of the rent each month which reduces the veteran's portion of the rent to an affordable amount.
- Ongoing case management provides an additional resource for communication between the landlord and tenant.
- Regular inspections conducted by the Housing Authority help protect your real estate investment by identifying potential property concerns early.
- Special incentives for HUD-VASH landlords may be available and vary by PHA.



Landlord Information- Summary

WHAT ARE THE REQUIREMENTS FOR MY UNIT TO BE RENTED TO AN ASSISTED FAMILY?

The unit must meet HUD Housing Quality Standards (changing to NSPIRE effective 10/1/24) and the rent must be approvable within HUD Fair Market Rents and market rate comparable. (See 'Will Your Unit Qualify?' section for more information)

HOW DO I MAKE A UNIT AVAILABLE TO VOUCHER HOLDERS?

You may call the Housing Office to have your name or property name and contact information added to our 'Landlord List'. This list is only given to voucher holders. You may also advertise in the newspaper or online with the phrase "will accept Section 8". Our families look for those listings.

WHAT DO I DO WHEN A VOUCHER HOLDER IS INTERESTED IN MY UNIT?

1. Landlord Screens Tenants

You must screen the prospective tenant carefully to insure you are making a good selection. When one of our families contacts you, we can only certify to you their income eligibility for the program. We cannot provide a reference as to their expected behavior as tenants. You may use any or all of the following screening procedures:

- Credit Check
- Criminal Check
- Landlord References
- Home Visits

We encourage all of the above screening methods as long as you do not discriminate. Discrimination includes any tenant selection or denial based on race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability. The prohibition against discrimination based on familial status, makes it illegal, in most circumstances, to refuse to allow children to live in a residential unit. It is also now discriminatory to deny a person tenancy solely based on the fact that they have a voucher.

(See "Fair Housing/Equal Opportunity/Reasonable Accommodation (504)/VAWA" section for more information, and the links at the end of that section)

2. Request for Tenancy Approval/Proposed Lease

When you have selected a tenant, he/she will have a "Request for Tenancy Approval" (RfTA) form for you to complete. This needs to be turned in to the office along with a proposed, **unsigned** lease. This proposed lease MUST include the Tenancy Addendum portion of the HAP Contract, which should be provided to you along with the RfTA, and

is also included in the 'What We Need From You' section. When these are submitted to our office, either by you or the tenant, a housing representative will determine whether the unit will work with the tenant's voucher, and if it does, you will be contacted to schedule an inspection of the unit.

3. Inspection and Rent

The unit will be inspected to insure that it meets HUD Housing Quality Standards (changing to NSPIRE effective 10/1/24). You will also be mailed a copy of the inspection repair list, if applicable. The rent you are asking will also be run through the Rent Reasonableness test. (See 'Will Your Unit Qualify?' section for more information)

4. Lease and Contract

After the unit passes inspection and the rent has been approved, the landlord and the tenant enter into a lease for an initial term of one year. The Housing Authority and the landlord sign a Housing Assistance Payments Contract (HAP Contract) through which the rent is assisted on behalf of the tenant.

5. Can I Collect a Security Deposit?

- YES
- The Housing Authority prohibits security deposits in excess of private practice, or in excess of amounts charged by the owner to unassisted tenants.
- The security deposit is the responsibility of the tenant to pay, the Housing Authority cannot currently assist with that. In the future, we may be able to secure funds that can be used to help with security deposits, among other things, under certain conditions/circumstances as we apply for and are awarded relevant grants.

6. What is the Term of the Lease and HAP Contract?

After one year, the lease is renewed for a specified time period (ex. Month to month, six months, etc.). The tenant may vacate with a notice after the term of the lease expires. If the tenant remains in the unit, the tenant is recertified for eligibility and the unit is inspected for Housing Quality Standards biennially. At the time of the annual recertification, the landlord may request an annual adjustment rent increase which must be approved by the Housing Authority. This request must be submitted in writing to the Housing Authority and the tenant sixty (60) days prior to renewal.

7. What Are My Rights and Responsibilities as a Landlord?

- Maintain your property in good condition. Complete repairs within a reasonable amount of time upon request by the Housing Authority or tenant, 24 hours for

emergencies. The amount of time that is considered reasonable depends on the nature of the problem, the most being 30 days.

- Set reasonable rules about the use of the unit and common areas.
- Collect security deposits as you would from non-assisted tenants.
- Comply with Equal Opportunity requirements.
- Enforce tenant obligation under the lease.
 - Provide a copy of any Lease Violation, Pay or Quit Notice, Non-Renewal of Lease, Eviction Notice, and Unlawful Detainer you issue to your tenant, as well as any Notice to Vacate your tenant gives to you, to SRHA's Section 8 Program Administrator as soon as you issue/receive them so that they can follow up with your tenant regarding their responsibilities under the HCV Program.
- Expect your tenant to:
 - Pay rent on time.
 - Keep unit clean.
 - Avoid illegal activity.
 - Permit access for repairs.
 - Avoid damage to property.
 - Refrain from disturbing others.
 - Allow only those occupants on the lease to reside in the unit.



HOUSING CHOICE VOUCHER (HCV) MYTH-BUSTING AND BENEFITS FACT SHEET

MYTH-BUSTING FOR HCV LANDLORDS

“ Landlords can’t charge HCV participants the same rent as their non-HCV tenants. ”

FALSE- Landlords can charge the full rent no matter who the tenant is. The housing authority must determine that the proposed rent is reasonable and is not higher than units in that area with similar amenities.¹

“ HCV Voucher tenants are problem tenants. ”

FALSE- Actually, HCV tenants are typically long-term tenants, living in a unit for 7-8 years on average. There are no documented statistics showing that HCV participants are any more likely to damage units or not pay rent than are non-HCV tenants. Landlords use their own screening criteria and should screen HCV tenants as they would screen any other tenant to avoid problem tenants.²

“ It is almost impossible to evict a HCV tenant when they violate the lease. ”

FALSE- HCV tenants are bound by the terms of their rental agreements and are subject to eviction as is any non-HCV tenant.³

“ If you accept one HCV Program tenant, then all of your units must be rented to HCV Program tenants. ”

FALSE- Renting unit(s) to HCV tenants does not in itself further obligate you to rent to other HCV tenants. For each vacancy, you should follow your established policies for screening prospective tenants.

BENEFITS OF HOUSING CHOICE VOUCHER PROGRAM FOR LANDLORDS

- **You will get timely and dependable payments from the public housing authority (PHA).** Participating, compliant landlords will receive timely and dependable housing assistance payments (HAP) each month once the HAP contract and lease are signed.⁴
- **You will get your full rental payment.** When a HCV tenant's income permanently changes, the portion of rent paid by the PHA and the tenant is adjusted to reflect this change. This provides financial protection to landlords in that if a HCV tenant's income decreases, there is a process for the PHA to pay a larger portion of the rent to the landlord so the landlord continues to receive a full rental payment.⁵
- **You will receive regular inspections.** Some landlords appreciate the routine inspections because they provide an opportunity to check on the condition of the unit. This can result in identifying maintenance needs that may have otherwise gone unnoticed for some time. Landlords that own or manage properties across wide geographies in particular tend to appreciate the value in having a routine, objective inspection of their rental units.
- **You may request annual reasonable rent increases.** Compliant landlords may request a rent increase at the annual anniversary of the HAP contract by written notice to the PHA.⁶
- **You have the opportunity to help low-income elderly, disabled, and veteran households, as well as families with children by providing affordable housing.** More than 50 percent of vouchers serve elderly or non-elderly disabled families. About 45 percent of vouchers assist single-parent families.

Resources

¹ 24 CFR § Part 982.507

² 24 CFR § Part 982.307

³ 24 CFR § Part 982.310

⁴ **HAP: is the monthly assistance payment by a PHA, which is defined in 24 CFR 982.4 to include:**
(1) A payment to the owner for rent to the owner under the family's lease; and
(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The HAP contract is the housing assistance payments contract between the owner and the PHA (Also see: 24 CFR § Part 982.451)

⁵ 24 CFR § Part 982.505

⁶ 24 CFR § Part 983.302

Obligations and Responsibilities

Obligations and Responsibilities

Obligations of the owner/landlord are described in the Housing Assistance Payments Contract (HAP contract). These obligations include responsibilities the owner/landlord is required to fulfill, as well as prohibited actions. When the family's unit is approved and the HAP contract is executed, the family and owner/landlord must meet those obligations in order to continue participating in the program. Violation of any obligation by an owner/landlord may result in HAP abatement or a ban from program participation.

The HAP Contract has 3 parts:

- Part A: Contract information. This is the part of the contract that is unique to you, your tenant, and your unit.
- Part B: Body of Contract. Pages 4-8 describes how the program works and your obligations and responsibilities.
- Part C: Tenancy Addendum. Pages 9-13 describes some of the family obligations and includes the language of the VAWA (Violence Against Women Act). The Tenancy Addendum MUST be made a part of your lease.

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

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

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

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

Section 4: Household Members

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

Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6: Initial Rent to Owner

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

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

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

8. Utilities and Appliances

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

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

Signatures

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

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

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

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

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).

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

10. Owner's Breach of HAP Contract

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

8. Owner Certification

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

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

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

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

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

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

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

12. Exclusion of Third Party Rights

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

13. Conflict of Interest

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

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

14. Assignment of the HAP Contract

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

- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
 - g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.
- b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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

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

17. Entire Agreement: Interpretation

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

b. **Utilities and appliances**

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

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

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

8. Termination of Tenancy by Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Actual and Imminent Threats:

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

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

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

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

**Fair Housing/Equal
Opportunity/504/
VAWA/Tenant Rights**

Fair Housing/Equal Opportunity/

Reasonable Accommodation (504)/VAWA/Tenant Rights

It is SRHA's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166, the Elliot-Larson Act, HUD's Equal Access Rule, The Age Discrimination Act of 1975, Violence Against Women Reauthorization Act of 2005 (VAWA) and any legislation protecting the individual rights of applicants, residents, or staff which may subsequently be enacted by HUD or the State of Virginia. **It is expected and required that our owner/landlord participants adhere to this same policy.**

SRHA will not discriminate because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability in the leasing, rental, or other disposition of housing.

"Source of funds" as defined by the Virginia Fair Housing Law means any source that lawfully provides funds to or on behalf of a renter or buyer of housing, including any assistance, benefit, or subsidy program, whether such program is administered by a governmental or nongovernmental entity. (i.e., the Housing Choice Voucher)

Virginia Fair Housing Law states that:

§ 36-96.1. Declaration of policy

A. This chapter shall be known and referred to as the Virginia Fair Housing Law.

B. It is the policy of the Commonwealth of Virginia to provide for fair housing throughout the Commonwealth, to all its citizens, regardless of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability, and to that end to prohibit discriminatory practices with respect to residential housing by any person or group of persons, in order that the peace, health, safety, prosperity, and general welfare of all the inhabitants of the Commonwealth may be protected and ensured. This law shall be deemed an exercise of the police power of the Commonwealth of Virginia for the protection of the people of the Commonwealth.

§ 36-96.2. Exemptions

A. Except as provided in subdivision A 3 of § 36-96.3 and subsections A, B, and C of § 36-96.6, this chapter shall not apply to any single-family house sold or rented by an owner, provided that such private individual does not own more than three single-family houses at any one time. In the case of the sale of any single-family house by a private individual-owner not residing in the house at the time of the sale or who was not the most recent resident of the house prior to sale, the exemption granted shall apply only with respect to one such sale within any 24-month period, provided that such bona fide private individual owner does not own any interest in, nor is there

owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time. The sale or rental of any such single-family house shall be exempt from the application of this chapter only if the house is sold or rented (i) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, salesperson, or of the facilities or the services of any person in the business of selling or renting dwellings, or of any employee, independent contractor, or agent of any broker, agent, salesperson, or person and (ii) without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of this chapter. However, nothing herein shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other professional assistance as necessary to perfect or transfer the title. This exemption shall not apply to or inure to the benefit of any licensee of the Real Estate Board or regulant of the Fair Housing Board, regardless of whether the licensee is acting in his personal or professional capacity.

Reasonable Accommodation (504) Policy and LEP (limited English proficiency)

It is the policy of SRHA, pursuant to Section 504 of the Rehabilitation Act (if applicable) and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities.

SRHA will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, SRHA will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency (applicants or residents).

Questions and inquiries regarding applicant treatment relative to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, E.O. 13166 or the Fair Housing Act Amendments of 1988 should be addressed by mail to the following person, responsible for related policies:

Section 504 Coordinator- SRHA – 540.886.3413
TTY via 711 National Relay

This person is not directly involved in the day-to-day decision-making process involving admitting applicants to the housing choice voucher program.

Policies Related to Persons with Disabilities

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation

may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

SRHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by SRHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

Definition of Reasonable Accommodation

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations SRHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for reasonable accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

Other Helpful Resources

Virginia Fair Housing Law

<https://law.lis.virginia.gov/vacodepopularnames/virginia-fair-housing-law/>

Virginia Residential Landlord and Tenant Act

<https://www.dhcd.virginia.gov/sites/default/files/Docx/landlord-tenant/landlord-tenant-handbook-final.pdf>

HUD’s HCV Landlord Resources

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord

Notice of Occupancy Rights under the Violence Against Women Act

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that HUD's Section 8 Program is in compliance with VAWA. This notice explains your rights under VAWA.

A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to exercise your rights under VAWA.

PROTECTIONS FOR APPLICANTS

If you otherwise qualify for assistance under HUD's Section 8 Program you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

PROTECTIONS FOR TENANTS

If you are receiving assistance under HUD's Section 8 Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under HUD's Section 8 Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

REMOVING THE ACCUSED PERPETRATOR FROM THE HOUSEHOLD

Management may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the accused perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If management chooses to remove the accused perpetrator, management may not take away the rights of eligible

residents to the unit or otherwise punish the remaining residents. If the evicted accused perpetrator was the sole tenant to have established eligibility for assistance under the program, management must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. The amount of time allotted to the household is dependent on the housing program and the eligibility circumstances of the remaining members of the household. These timeframes are discussed further in our VAWA Policy.

In removing the accused perpetrator from the household, management must follow Federal, State, and local eviction procedures. In order to divide a lease, management may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

MOVING TO ANOTHER UNIT

Upon your request, management may permit you to move to another unit, subject to the availability of other units, and still keep your assistance.

In order to approve a request, management may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking.

If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA.

The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.



Notice of Occupancy Rights under the Violence Against Women Act

reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar day period before you expressly request the transfer.

Management will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Management's emergency transfer plan provides further information on emergency transfers, and management must make a copy of its emergency transfer plan available to you if you ask to see it.

DOCUMENTING YOU ARE OR HAVE BEEN A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

Management can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from management must be in writing, and management must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Management may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to management as documentation. It is your choice which of the following to submit, if management asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking:

- A complete HUD-approved certification form given to you by management with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence,

sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that management has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, management does not have to provide you with the protections contained in this notice.

If management receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), management has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, management does not have to provide you with the protections contained in this notice.

CONFIDENTIALITY

Management must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.



Notice of Occupancy Rights under the Violence Against Women Act

Management must not allow any individual administering assistance or other services on behalf of management (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Management must not enter your information into any shared database or disclose your information to any other entity or individual. Management, however, may disclose the information provided if:

- You give written permission to management to release the information on a time limited basis.
- Management needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires management or your landlord to release the information.

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

REASONS A TENANT ELIGIBLE FOR OCCUPANCY RIGHTS UNDER VAWA MAY BE EVICTED OR ASSISTANCE MAY BE TERMINATED

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, management cannot hold residents who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to residents who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if management can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- (1) Would occur within an immediate time frame, and
- (2) Could result in death or serious bodily harm to other residents or those who work on the property.

If management can demonstrate the above, management should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

OTHER LAWS

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

NON-COMPLIANCE WITH THE REQUIREMENTS OF THIS NOTICE

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD's Multifamily/FHEO Office - Baltimore - Northeast Regional Office.

FOR ADDITIONAL INFORMATION

- You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.
- Additionally, management must make a copy of HUD's VAWA regulations available to you if you ask to see them.
- For questions regarding VAWA, please contact property management.
- For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).
- For help for victims of stalking, visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.



Certification As a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault

Purpose of Form:

The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form:

This is an optional form. An owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

Submission of Documentation Deadline:

If this form is used by the victim, the victim must complete and submit it within 14 business days of receiving it from the owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the manager or owner, the victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or 3rd party documentation as listed above, management cannot require any additional evidence from the Victim.

Confidentiality:

All information provided to an owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the owner or manager, and such information shall not be entered into any shared database. Employees of the owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

Today's Date:	Victim's Name:	Name of Person Completing This Form:
	Current Address of Victim:	
Names of Person(s) Living with the Victim:		

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.



Certification As a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault

Phone Number of Victim: <input type="checkbox"/> Home () - <input type="checkbox"/> Cell () - <input type="checkbox"/> Work () -
Email address of Victim:

TO BE COMPLETED BY OR ON BEHALF OF THE VAWA VICTIM:

Name of the Perpetrator: <i>(Note: The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim).</i>	
Perpetrator's Relationship to Victim (if any):	Does the Victim currently live with the Perpetrator? Y N <i>(please circle one)</i>
Description of Incident 1 <i>The Victim may provide a description of each incident on a separate sheet if more space is needed.</i>	
Date of Incident 1:	Location of Incident 1:
Description of Incident 1: <i>This description may be used by the owner or manager for purposes of evicting the perpetrator. Be as descriptive as possible.</i>	
Description of Incident 2 <i>(If Applicable)</i>	
Date of Incident 2:	Location of Incident 2:
Description of Incident 2: <i>This description may be used by the owner or manager for purposes of evicting the perpetrator. Be as descriptive as possible.</i>	
<small>Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the "Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).</small>	

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction. **In addition, providing false information may prompt management to notify HUD and pursue civil action related to fraud based on HUD requirements.**

Please Print Name: _____

Signature: _____ Executed on (Date): _____

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.



LGBT Equal Access to HUD Programs



The U.S. Department of Housing and Urban Development enforces regulations that ensure its programs are open to all eligible individuals regardless of actual or perceived sexual orientation or gender identity.



www.hud.gov/lgbthousingdiscrimination

HUD's regulations requiring equal access to LGBT persons include the following:

- A general equal access provision which requires housing that is funded by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) to be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
- Clarification that the terms "family" and "household," as used in HUD programs, include persons regardless of actual or perceived sexual orientation, gender identity, or marital status;
- Prohibition on owners and operators of HUD-funded housing or housing insured by FHA from asking about an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available; and
- Prohibition on FHA lenders from taking into account actual or perceived sexual orientation or gender identity in determining the adequacy of a potential borrower's income.

If you believe a housing provider or FHA-insured lender violated this rule or otherwise denied housing to someone because of actual or perceived sexual orientation, gender identity, or marital status, contact your local HUD office or HUD's Office of Fair Housing and Equal Opportunity for help at (800) 669-9777 or (800) 927-9275 (TTY).



www.hud.gov/lgbthousingdiscrimination

Source of Funds

Whether you have a Housing Choice Voucher, SSDI, or other form of rental assistance, your source of funds is protected from housing discrimination by federal and Virginia fair housing laws.

Source of Funds (or source of income)

Any source that lawfully provides funds to or on behalf of a renter or buyer of housing, including any assistance, benefit, or subsidy program, whether such program is administered by a governmental or nongovernmental entity.



Federal Fair Housing Laws Protect Source of Funds

The Fair Housing Act bars more than intentionally discriminatory conduct – it also bars policies that have an **unjustified or unintentional discriminatory effect** based on a protected class. (24 C.F.R. § 100.500)

The Housing Choice Voucher Program is the nation's largest rental assistance program helping more than 5 million people. In a 2017 HUD report, housing choice voucher holder heads-of-households were **48.5% black, 17.3% Latino, 79.3% female, and 43.6% disabled**. Refusing to accept all Housing Choice Vouchers would have a discriminatory effect, even if unintentional, that would exclude people of color, women, families with children, and people with disabilities.

Source of Funds is a Protected Class in Virginia as of July 1, 2020.

Landlords are required by law to treat all applicants the same regardless of what legal source of funds are used to pay rent. This includes looking at credit and rental history, sufficiency of funds, and adhering to a background check. Receiving financial assistance should not automatically disqualify someone from renting.

Examples of discrimination include:

- Rental listings or ads that say “No Section 8.”
- A landlord charges more or requires an additional deposit when a Housing Voucher is presented.
- A landlord suggesting a tenant does not deserve their Voucher or other financial assistance.
- Refusing to rent to an otherwise well-qualified tenant because of stereotypes about people who receive financial assistance.
- A landlord setting an income requirement, but not factoring in the amount paid by the Voucher.

You are protected if you receive:

- Housing Choice Voucher (Section 8)
- Social Security Disability Income (SSDI)
- Supplemental Security Income (SSI)
- U.S. Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH)
- Emergency rental assistance from nonprofits
- And others



Report Housing Discrimination at [HOMEofVA.org/Report](https://www.homeofva.org/report)

FairHousing@HOMEofVA.org • 804-354-0641 • VA Relay 711

Housing Opportunities Made Equal of Virginia can help determine if you have been discriminated against, and may help you seek the remedies that are available to everyone under fair housing laws. As a non-profit provider, our services are provided statewide and are **free and confidential**.

For more details visit [HOMEofVA.org/Funds](https://www.homeofva.org/funds)



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Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2023

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's [website](#) for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. ([§55.1-1203](#))

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. ([§55.1-1204](#))

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold ([§55.1-1215](#)), the name and address of the owner or property manager ([§55.1-1216](#)) and notice of sale or foreclosure of the property. ([§§55.1-1216, 1237](#)).

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. ([§§55.1-1214, 1226](#))

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. ([§55.1-1204\(D\), \(I\)](#))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. ([§55.1-1209](#))

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. ([§55.1-1220](#)) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. ([§55.1-1244](#))

Uninhabitable Dwelling Unit at Move In:

If, at the beginning of the tenancy, there exists a fire hazard or a serious threat to the life, health or safety of the tenant (such as an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities), the tenant may terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord. To terminate the agreement and request a refund, the tenant must provide a written notice of termination no later than seven days after the tenancy started. If, upon receipt of notice, the landlord agrees such hazardous condition exists, the landlord must refund all deposits and rent paid within 15 business days of being notified or of the tenant vacating the unit, whichever occurs later. ([§55.1-1234.1](#)).

The landlord may, in a written notice provided to the tenant, state that the termination is unjustified and refuse to accept the tenant's termination of the lease. A tenant who has vacated the unit (or never moved in initially) may then challenge the landlord's refusal in court. The prevailing party shall be entitled to recover reasonable attorney fees ([§55.1-1234.1](#)).

Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. ([§55.1-1244.1](#))

Notification of Rent Increase:

If a lease contains an option to renew or an automatic renewal provision, a tenant must be notified in writing of a rent increase at least 60 days before the end of the lease term. This only applies when a landlord owns more than four rental units or more than 10% percent in more than four rental units in the Commonwealth. ([§55.1-1204](#)) (K)

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. ([§§55.1-1245, 1252](#)). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. ([§44-209](#))

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:

A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. ([§55.1-1243.1](#))

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice. ([§55.1-1250](#))

Tenant Responsibilities

Rent:

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. ([§55.1-1204](#))

Late Fees:

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. ([§55.1-1204\(E\)](#))

Insurance:

A tenant may be required to have and pay for renters' insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. ([§§55.1-1206, 1208](#))

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlords request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. ([§55.1-1229](#))

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. ([§55.1-1227](#))

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. ([§36-96.1 et seq, HUD FHEO-2020-1](#))



Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [§55.1-1204](#) of the Code of Virginia, the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (www.dhcd.virginia.gov/landlord-tenant-resources) pursuant to [§36-139](#) Code of Virginia. The Statement of Tenant Rights & Responsibilities is current as of the date provided to the tenant.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

The tenant:

Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities

Did not sign this acknowledgment of receipt of the statement of tenant's rights and responsibilities

_____ Landlord Signature	_____ Printed Name	_____ Date
_____ Landlord Agent (if applicable)	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date



FACT SHEET:

No Good Cause for Discrimination: Some Evictions Are Never Allowed

Landlords can often decide when it's legitimate to try to evict someone. **There are some situations, however, in which landlords do not have a legally acceptable reason to evict someone.** This document covers some of those circumstances.

Landlords may NOT evict or threaten to evict someone. . .

Because of a tenant's:

- **Race,**
- **Color,**
- **Religion,**
- **Sex** (including sexual orientation or gender identity),
- **National origin,**
- **Disability,** or
- **Familial status.**¹

It doesn't matter that a landlord might have the right to evict a tenant for *other* reasons. If the eviction decision was based in part on one of these reasons, the landlord violates the Fair Housing Act.²

For example, a landlord violates the law if they evict a Black tenant for unpaid rent, but not a similarly situated White tenant who also has unpaid rent. Even if someone is behind on their rent and subject to eviction, a landlord may not pick and choose *which* tenants to evict based on any protected characteristic.³

This is true even if the lease specifically gives the landlord broad authority, power, or discretion to evict.



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For example, if a landlord refuses to add a tenant’s domestic partner to the lease because the partner is Hispanic, this refusal and any related threat to evict is illegal. It doesn’t matter whether:

- the lease gives the landlord the right to determine who is in the household;
- the lease gives the landlord the right to evict for unauthorized occupants;⁴ or
- there is some other reason for the refusal to add the partner allowed by the lease – if the landlord acts for a discriminatory reason, it’s not allowed.⁵

It may not be obvious that a landlord is acting because of a person’s protected characteristic. But there can be clues.

For example,

- threatening to evict a tenant for not speaking English, or for having an accent, is typically national origin discrimination⁶
- evicting someone because a building manager believes the tenant is LGBTQI+ is discrimination because of sex⁷
- evicting a tenant because other tenants or community members have discriminatory preferences or have made discriminatory statements is illegal discrimination.⁸



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Because a tenant is pregnant or has children or has children of a certain age.

The Fair Housing Act prohibits landlords from discriminating against tenants with children, who are pregnant, or who are trying to adopt or foster.⁹

This means that a landlord may not evict a family because a child joins the family through birth, adoption, or a change in custody, or because the tenant is pregnant or otherwise has plans to add a child to their household.¹⁰

And landlords may not impose overly restrictive rules about what minors may or may not do in their housing and then try to evict the family for breaking those rules:

For example,

- banning children from playing or being present in common or outdoor areas without an adult¹¹ or
- requiring all minors have an adult present to use community amenities¹²
 - are all examples of illegal discrimination based on familial status.

Because a tenant refused sexual advances.

Landlords violate the Fair Housing Act if they retaliate against a tenant for refusing the landlord's sexual advances or if they use eviction as a threat to get sexual or romantic favors from the tenant.¹³

This could include asking the tenant for sex or sexually explicit photographs.¹⁴



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	<p>It doesn't matter whether the tenant complies with or refuses these advances as long as the advances are unwelcome.¹⁵</p> <p>These kinds of actions could expose a landlord to civil penalties as well as to criminal charges.¹⁶</p>
<p>Because a tenant reported a crime or an emergency.</p>	<p>Under the Violence Against Women Act (VAWA), a landlord may not evict or otherwise penalize any tenant for seeking out law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance.¹⁷ These calls for help can be for any emergency, such as needing medical assistance, and do not have to involve a domestic violence or sexual assault incident.</p> <p>For example, a landlord may not threaten to evict a tenant because the tenant called the police or an ambulance.</p> <p>This is illegal even if there is a local "nuisance" or "crime-free housing" law.¹⁸</p>
<p>In retaliation for a tenant exercising rights under the Fair Housing Act.</p>	<p>It is illegal to evict or threaten to evict anyone for exercising their rights under the Fair Housing Act.¹⁹</p> <p>For example, a landlord can't evict or threaten to evict someone for:</p> <ul style="list-style-type: none"> • reporting discrimination;²⁰ • helping others exercise their right to be free from discrimination;²¹



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	<ul style="list-style-type: none"> • participating in a HUD investigation of discrimination;²² or • asking for a reasonable accommodation due to a disability.²³
<p>When the landlord could have made reasonable accommodations instead.</p>	<p>A landlord may not ignore a tenant’s disability-related reasonable accommodation request to stop an eviction, even if there is a legitimate basis to evict under the lease or the eviction case already started.</p> <p>Reasonable accommodations may include staying a notice to vacate or an eviction proceeding,²⁴ withdrawing an eviction²⁵, or otherwise “forbear[ing] from further eviction steps.”²⁶</p> <p>A tenant may make a reasonable accommodation request for the landlord to stop an eviction because the underlying lease violation was related to a disability.²⁷</p> <p><i>For example,</i></p> <ul style="list-style-type: none"> • a tenant may be paying rent late because their disability related government assistance arrives after the rental due date. The tenant could request a reasonable accommodation to make payments other than the required payment due date (to allow time for a disability check to be delivered)²⁸ or • a tenant may have an unsanitary apartment because of untreated major depressive



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disorder. He may request that a related eviction case be put on hold to give him time to get treatment for depression or access social services to help resolve the situation.²⁹

These requests are not inherently unreasonable.³⁰

A landlord can't avoid granting a requested accommodation by saying that the person is a direct threat - unless the landlord makes an individualized determination that an individual poses such a threat based on reliable objective evidence.³¹ The landlord must consider, among other things, whether there are any reasonable accommodations that will eliminate or significantly reduce the direct threat.³² For example, the housing provider could allow the tenant time for treatment or a live-in aide to monitor medication use.

Reasonable accommodations can also include access to registered assistance animals.³³ It is illegal to evict a tenant with a disability because the tenant lives with an assistance animal to help manage their disability.³⁴

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.³⁵



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<p>Because of the mere presence of an assistance animal in a “no pets” building.</p>	<p>Evicting someone for failing to pay pet fees for their assistance animals is also not good cause³⁶ for eviction.</p>
<p>If it would have a discriminatory effect on a protected class and is not necessary.</p>	<p>Even if the landlord doesn’t intend to discriminate, evictions can still be illegal under the Fair Housing Act if 1) they would harm a group of people with a particular protected characteristic more than they would harm others who are not in that same group and 2) if the evictions are not necessary to achieve a substantial legitimate interest or if the landlord’s interest could be achieved by a less discriminatory alternative to eviction.³⁷</p> <p>For example, a landlord who takes over a building and decides to evict all households with a member who has any felony conviction history likely has no good cause to evict.³⁸</p> <p>The landlord here doesn’t consider whether the households he is evicting have caused any trouble during their tenancy, how old their record is, or how related the record is to the safety of others in the building. The landlord believes evicting anyone with a felony conviction will solve a crime problem at the building.</p>



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But such overly broad eviction policy is not necessary, and it's going to have a predictable disparate impact on people of color and people with disabilities.³⁹

There are less discriminatory and more effective ways of addressing a crime problem, such as focusing on tenants who are currently causing problems for their neighbors, and ensuring security cameras, lighting, and locks work properly and are appropriately placed.⁴⁰

What Types of Housing Are Covered? VAWA's right to report provision covers all housing⁴¹ and the Fair Housing Act covers most housing.⁴² *The housing does not need to receive federal assistance to be covered by the VAWA or the Fair Housing Act, but additional protections may apply if federal assistance is involved.*⁴³

To report housing discrimination, please call HUD at 1-800-669-9777 or file a complaint online.

¹ 42 U.S.C. §§ 3604.

² See U.S. Dep't of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Know Your Fair Housing Rights When You Are Facing Eviction, available at https://www.hud.gov/program_offices/fair_housing_equal_opp/Know_Your_Fair_Housing_Rights ("A landlord cannot make the decision to evict you based in whole or in part on one of these [protected] characteristics. It does not matter that the landlord might have the right to evict you for other reasons. If the eviction decision was based in part on one of these reasons, the landlord violates the Fair Housing Act"). Courts have differed on how to analyze cases where a person is motivated by both discriminatory reasons and non-discriminatory reasons. See, e.g. *Moore v. Townsend*, 525 F.2d 482, 485 (7th Cir. 1975) (race is an "impermissible factor" and it need only "play[] some part in the refusal to deal"); *Pac. Shores Props., LLC v. City of Newport Beach*, 730 F.3d 1142, 1158 (9th Cir. 2013) (A cause of action under Fair Housing Act is established where there is "any indication of discriminatory motive" and "defendant's actions adversely



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affected the plaintiff in some way”); *Vanderburgh House, LLC v. City of Worcester*, 530 F. Supp. 3d 145, 154-55 (D. Mass. 2021) (to prevail under a disparate treatment claim under the Fair Housing Act, a plaintiff need only demonstrate “that a protected characteristic played a role in the defendant’s decision to treat her differently”); *compare to, e.g., Many Mgmt. v. County of Nassau*, 819 F.3d 581, 616 (2nd Cir. 2016) (“once a plaintiff proves an adverse action ‘was motivated, at least in part, by an impermissible reason, . . . the defendant can prevail if it sustains its burden of proving its affirmative defense that it would have taken the adverse action on the basis of the permissible reason alone”); *United States v. Big D. Enters*, 184 F.3d 924, 931 (8th Cir. 1999) (“When evidence of permissible and impermissible motives are present, a defendant will be held liable unless it can show that it would have taken the same action against the plaintiff regardless of the improper motive”).

³Adapted from U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Know Your Fair Housing Rights When You Are Facing Eviction*, available at https://www.hud.gov/program_offices/fair_housing_equal_opp/Know_Your_Fair_Housing_Rights.

⁴ See, *id.*; *United States v. Wallschlaeger*, Civ. No. 3:14-cv-00129-SMY-SCW (S.D. Ill. Jan. 4, 2014) (Department of Justice complaint alleging that landlords’ refusal to authorize that an individual to be added to lease, and threats to evict the family for the presence of an unauthorized individual, were illegal under the Fair Housing Act) available at <https://www.justice.gov/sites/default/files/crt/legacy/2014/02/07/wallschlaegercomp.pdf> (originated with HUD charge of discrimination against landlords); *United States v. Wallschlaeger*, Civ. No. 3:14-cv-00129-SMY-SCW (S.D. Ill. July 15, 2015) (consent judgement against landlord to resolve above-described allegations for \$217,500, plus \$34,000 in civil penalty to the United States) available at <https://www.justice.gov/opa/pr/justice-department-obtains-251500-settlement-housing-discrimination-lawsuit-against-effingham>. HUD-assisted landlords are also subject to the general rule that where discretion is given to landlords, that discretion must still be exercised in a non-discriminatory way. See, e.g., *Altman v. Eco Vill, Ltd.*, No. C 79-202, 1984 WL 957880, at *11 (N.D. Ohio June 21, 1984) (holding that evictions of tenants in HUD assisted housing violated the Fair Housing Act, despite the fact that the relevant programmatic statute granted the owner broad discretion to evict its tenants); *Comer v. Cisneros*, 37 F.3d 775, 795 (2d Cir. 1994) (the U.S. Housing Act is subject to various limitations including that its administration must be consistent with the Constitution and civil rights laws)

⁵ See note 2 above; *Vanderburgh House, LLC v. City of Worcester*, 530 F. Supp. 3d 145, 154-55 (D. Mass. 2021) (to prevail under a disparate treatment claim under the Fair Housing Act, a plaintiff need only demonstrate “that a protected characteristic played a role in the defendant’s decision to treat her differently.”).

⁶ U.S. Dep’t of Hous. and Urb. Dev., Off. of Gen. Couns., *Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency* (2016), available at <https://www.hud.gov/sites/documents/LEPMEMO091516.PDF>.

⁷ See U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Memorandum, Housing Discrimination and Persons Identifying as Lesbian, Gay, Bisexual, Transgender, and/or Queer Questioning (LGBTQ)* (Feb. 1, 2022) available at https://www.hud.gov/program_offices/fair_housing_equal_opp/housing_discrimination_and_persons_identifying_lgbtq; U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Memorandum, Implementation of Executive Order 13988 on the Enforcement of the Fair*



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Housing Act (Feb. 11, 2021), *available at*

https://www.hud.gov/sites/dfiles/PA/documents/HUD_Memo_EO13988.pdf.

⁸ See, e.g. *The Sec'y, v Carlson*, No. HUD ALJ 08-91-0077-1, 1995 WL 365009, at *9 (June 12, 1995) (“Case law supports the proposition that complainants may prove discrimination by showing that respondents acted in response to the discriminatory wishes of a third party”) (citing *Cato v. Jilek*, 779 F. Supp. 937 (N. D. Ill. (1991)) (a landlord’s claim that he didn’t rent to an interracial couple because a current tenant made comments that there may be racially motivated trouble at his property if the couple lived there was evidence of discriminatory intent); *Village of Bellwood v. Dwivedi*, 895 F.2d 1521, 1531 (7th Cir. 1990) (“Suppose a merchant refuses to hire black workers not because he is racist but because he believes that his customers do not like blacks and will take their business elsewhere if he hires any. The refusal is nevertheless discrimination, because it is treating people differently on account of their race”); and *Peoples Helpers, Inc. v. City of Richmond*, 789 F. Supp. 725, 732 (E.D. Va. 1992) (finding that where a city received complaints from citizens that it believed to be in part based discriminatory motives, and where the city acted on those complaints, this was “sufficient” to show discriminatory intent) . Racially charged code words can also be clues. See, e.g. *Mhany Mgmt., Inc. v. Cnty. of Nassau*, 819 F.3d 581, 608 (2d Cir. 2016) (finding that racially charged code words, including concerns about a village’s “character” and “flavor”, and worries about affordable housing for families (which would likely be housing mostly minorities) may provide evidence of discriminatory intent)

⁹ 42 U.S.C. § 3602(k) (defining familial status as “one or more individuals (who have not attained the age of 18 years) being domiciled with (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person.”; 24 C.F.R. § 100.20 (same). See also *Ortega v. Hous. Auth. of City of Brownsville*, 572 F. Supp. 2d 829, 840 (S.D. Tex. 2008) (explaining that foster parents fall under the second prong of the definition of familial status under the statutory and regulatory definition); *Gorski v. Troy*, 929 F.2d 1183, 1187 (7th Cir. 1991) (recognizing that foster families enjoy a protected familial status under the federal Fair Housing Act); *Andujar v. Hewitt*, No. 02 Civ. 2223, 2002 U.S. Dist. LEXIS 14294, *22-26 (S.D.N.Y. Aug. 2, 2002) (same). It also may be illegal familial status discrimination under the Fair Housing Act to evict a grandparent for violating an overly restrictive guest policy limiting child visitors. See HUD Off. of Fair Hous. & Equal Opportunity, [Alabama Housing Providers Accused of Age, Disability, and Familial Status Discrimination Agree to Pay \\$20,000 to Resolve HUD Complaint](#) (describing voluntary resolution of allegations that the landlord told a grandparent she could no longer provide childcare for her grandchildren in her home because of a policy barring visitors under 12 years old, which included an allegation of familial status discrimination under the Fair Housing Act.). This prohibition on discrimination based on familial status also means that landlords may not impose unreasonable rules about how many people live in housing. While the law allows landlords to follow reasonable occupancy standards, evicting or otherwise denying housing opportunities because of a family’s size is often still illegal. See, e.g., HUD, Memorandum from Frank G. Keating Regarding Reasonable Occupancy Standards and Fair Housing Enforcement 63 70984-70985 *available at* https://www.hud.gov/sites/documents/DOC_7780.PDF (explaining that even though a two-person-per-bedroom policy is generally a reasonable rule, there are circumstances which may make such a rule unreasonable and violative of familial status protections, such as if the bedrooms and living spaces



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are large.). See also *HUD v. Khan*, FHEO No. 06-18-2511-8 (April 1, 2021) (HUD charge of discrimination against landlord who stated 10 children was too many for a six-bedroom house), *available at* https://www.hud.gov/sites/dfiles/FHEO/documents/21Charge%20Final_Redacted.pdf; *HUD ex rel. Paul v. Sams*, 1993 WL 599076 (HUD ALJ 1993), *aff'd*, 76 F.3d 375 (4th Cir. 1996) (finding that refusal to rent to potential tenants because they had two children was unlawful discrimination under the Fair Housing Act); *Kelly v. HUD*, 3 F.3d 951 (6th Cir. 1993) (affirming ALJ determination that landlord illegally discriminated based on familial status when landlord refused to rent to tenants because they had more than two children); *HUD ex rel. Kelsay v. Wagner*, 1992 WL 406532 (HUD ALJ 1992) (finding that refusal to rent a two-bedroom apartment to an adult with two children is unlawful discrimination based on familial status); *HUD v. Katherine Grosso, Grosso Investment Properties, LLC*, HUDOHA No. 13-AF-0194-FH-028, 2014 WL 1499289 (H.U.D.O.H.A.) (March 18, 2014)(consent order resulting from HUD charge based on landlord's repeated refusal to rent or even offer available four-bedroom units to a family of one parent and seven minor children because landlord said family was "too many people" and that "I do not want such a large family in my property – it doesn't matter the size of the unit" and because landlord stated she had a policy of refusing to allow a parent and child to share a room, regardless of the child's age – even though the person with whom parent would have shared a room was her 19 month old child), *available at* <https://www.hud.gov/sites/dfiles/HA/documents/13-AF-0194-FH-028-Consent-Order.pdf>.

¹⁰ See *United States v. Rupp*, Case No. 4:19-CV-02644-SEP, 2021 WL 2187912 (E.D. Mo. 2021) (jury verdict under Fair Housing Act against landlord based on landlord's termination of a family's lease due to the birth of family's second child) (complaint filed based on HUD charge), *available at* <https://www.justice.gov/crt/case/united-states-v-louis-rupp-ii-and-pauline-rupp-ed-mo>; *United States v. Bacchus*, Case No. 2:21-cv-368-AB1 (E.D. Pa. Feb. 1, 2022) (consent order awarding damages based on allegations that landlord threatened to evict tenant if tenant's pregnant partner and daughter moved into the unit) (complaint filed based on HUD charge) *available at* <https://www.justice.gov/crt/case/united-states-v-mohamed-bacchus-and-alan-zander-e-d-pa>. See also *HUD ex rel. REDACTED v. Teruel*, FHEO No. 09-21-5035-8 (Mar. 30, 2023) (HUD charge of discrimination based on landlords' harassment for tenants' plans to have another child) *available at* [https://www.hud.gov/sites/dfiles/FHEO/documents/09-21-5035-8%20Charge%20of%20Discrimination%20\(Signed\).pdf](https://www.hud.gov/sites/dfiles/FHEO/documents/09-21-5035-8%20Charge%20of%20Discrimination%20(Signed).pdf).

¹¹ See, e.g., *Pack v. Fort Washington II*, 689 F. Supp. 2d 1237, 1243-44 (E.D. Cal. 2009) (granting summary adjudication to tenant plaintiffs who filed a complaint after their landlord served them with a sixty day notice for termination of tenancy. The court found landlord's lease regulations which required that all children ten and under be supervised while outside and failure to obey was grounds for eviction were overly restrictive and violated § 3604(b). "While Defendants are free to impose rules for health and safety reasons, such rules must be reasonable." [...] "A requirement that all children 10 and under be supervised by an adult while outside is "overbroad and unduly restrictive. Under Defendants' rule, a 10 year old child could not read a book steps away from his front door."); *United States v. Plaza Mobile Estds.*, 273 F. Supp. 2d 1084, 1092 (C.D. Cal. 2003) ("Certainly, prohibiting all children from walking around the park without adult supervision is overly broad regardless of the concern. As with the absolute prohibitions, these adult supervision requirements are also not the least restrictive means to achieve any health and safety objectives."); *Fair Housing Center of the Greater Palm Beaches, Inc. v. Sonoma Bay Community Homeowners Association, Inc.*,



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136 F. Supp. 3d 1364, 1372–74 (S.D. Fla. 2015) (condominium association fails to adequately justify its facially discriminatory loitering and curfew rules because it was unable to show that the rules were “the least restrictive means” to a non-discriminatory and justifiable end); Bischoff v. Brittain, 183 F. Supp. 3d 1080, 1089–92 (E.D. Cal. 2016) (holding unlawful apartment manager’s policy of requiring young children to always be supervised by an adult); Llanos v. Estate of Coehlo, 24 F. Supp. 2d 1052, 1059–61 (E.D. Cal. 1998) (apartment complex fails to provide adequate justification for its rules restricting children’s access to swimming pools and prohibiting their play in and around building areas) *compare to* HUD v. Guglielmi, 1990 WL 456958, Fair Housing—Fair Lending Rptr. ¶ 25,004, at p. 25,076 (HUD ALJ 1990) (rule excluding children from utility rooms unless accompanied by an adult is not illegal because doing so is “well-grounded in our way of life.”). See also HUD Press Release, “HUD Fair Housing Partners Reach \$3 Million Settlement with California Housing Providers Resolving Allegations of Housing Discrimination Against Families With Children” *available at* https://www.hud.gov/press/press_releases_media_advisories/hud_no_23_073 (describing a \$3,000,000 settlement of allegations that landlords “discriminated against families with children . . . by prohibiting any outdoor play activities and requiring parents to supervise children under the age of 14 in all common areas”).

¹² See United States v. Orchard Village, LLC, Case No. 4:21-cv-00620 (E.D. Mo. May 28, 2021) (DOJ complaint against landlord for violating the Fair Housing Act by evicting family for 16-year-old daughter breaking a rule prohibiting children from accessing the computer room, on-site movie theater, fitness center, or pool without adult accompaniment) (based on HUD charge of discrimination) *available at* <https://www.justice.gov/media/1146016/dl?inline>; Iniestra v. Cliff Warren Inv., Inc., 886 F. Supp. 2d 1161, 1167–68 (C.D. Cal. 2012) (“The Court finds that even if the underlying safety and noise concerns were compelling business necessities, the four policies at issue are not the least restrictive means of achieving Defendants’ stated goals. The Pool Use Rule—which uniformly prevents children under 18 from entering the pool without an adult—is not an efficient method of achieving pool safety. Indeed, it is entirely possible that younger children might be more adept swimmers than their older counterparts. . . . For these reasons, the Court in Fair Housing Congress struck down an age-based pool regulation similar to the one here, finding that “[a] prohibition on unsupervised swimming which would prevent even a 17-year old certified lifeguard from swimming unaccompanied is overly restrictive.”); Pack v. Fort Washington II, 689 F.Supp.2d 1237, 1246 (E.D.Cal.2009) (“while the Court recognizes the inherent dangers of unsupervised swimming, the requirement of [the supervising adult being a] parent or legal guardian... transforms this rule from one that could be reasonably interpreted as a safety precaution to one that simply limits children and their families.”); HUD v. Paradise Gardens, 1992 WL 406531, Fair Housing—Fair Lending Rptr. ¶ 25,037, at pp. 25,388–91 (HUD ALJ 1992) (rules restricting children’s use of the swimming pool were not justified on the basis of safety concerns because those are generally to be left to residents, and the rule was found to not address alleged health concerns); *compare to* HUD v. Murphy, 1990 WL 456962, Fair Housing—Fair Lending Rptr. ¶ 25,002, at p. 25,053 (HUD ALJ 1990) (rules restricting children of certain ages from using swimming pool and other recreational facilities without an accompanying adult serve legitimate safety and maintenance purposes).

¹³ See, e.g. United States v. Juan Goitia et al, 3:20-cv-000056 (S.D. Iowa Nov. 6, 2020) (DOJ complaint alleging, among other things, that landlord violated Fair Housing Act when he issued a lease termination



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notice in retaliation for tenant refusing his sexual advances) *available at* <https://www.justice.gov/crt/case/united-states-v-goitia-sd-iowa>; *United States v. Juan Goitia et al*, 3:20-cv-000056 (S.D. Iowa May 16, 2022) (consent order settling above matter) *available at* <https://www.justice.gov/opa/pr/justice-department-secures-settlement-sexual-harassment-lawsuit-against-iowa-landlord-0>; *United States v. Hurt*, 676 F.3d 649 (8th Cir. 2012) (“Sexual harassment is actionable under the FHA when it creates a ‘hostile housing environment’ or constitutes ‘quid pro quo’ sexual harassment.”); *West v. DJ Mortgage, LLC*, 271 F.Supp.3d 1336, 1359 (N.D. Ga. 2017) (holding that a landlord’s refusal to perform maintenance repairs as a result of tenant’s rebuff of his sexual advances violates the Fair Housing Act as “quid pro quo sexual harassment”). *See also HUD ex rel. REDACTED v. Morgan*, FHEO No. 08-21-2376-8 (Dec. 7, 2022) (charge of discrimination for repeated sexual harassment of tenant in violation of the Fair Housing Act), *available at*

<https://www.hud.gov/sites/dfiles/FHEO/documents/Morgan%20Charge%20Final%20%2812.7.22%29.pdf>.

¹⁴ *See, e.g., United States v. Ables*, Case No: 1:18-cv-01249-JDB-jay (W.D. Tenn. 2019) (jury ruling in favor of plaintiff and awarding compensatory and punitive damages after property owner asked for sex and sexually explicit photos from tenant and retaliated when the tenant refused by, among other things, pursuing eviction of the tenant) (*available at* <https://www.justice.gov/crt/case/united-states-v-chad-david-ables-dba-pops-cove-wd-tenn#:~:text=The%20jury%20awarded%20compensatory%20and,female%20tenants%20of%20the%20Defendant>) (DOJ complaint filed based on HUD charge of discrimination)

¹⁵ 81 Fed. Reg. 63054, 63061 (Sept. 14, 2016); 24 CFR §100.600(a)(1) (“An unwelcome request or demand may constitute quid pro quo harassment even if a person acquiesces in the unwelcome request or demand.”).

¹⁶ *See, e.g.,* <https://www.justice.gov/opa/pr/justice-department-obtains-45-million-settlement-new-jersey-landlord-resolve-claims-sexual> (describing *United States v. Centanni*, Civil Action No. 2:20-cv-10053-HXN-AME (D.N.J. Dec. 16, 2021) where DOJ alleged defendant engaged in a pattern of sexual harassment and retaliation against tenants and applicants, was ordered to pay \$4,392,950 in monetary damages, a \$107,050 civil penalty to the United States, dismiss pending retaliatory evictions, and take steps to repair credit for those whose retaliatory evictions had already occurred, and describing pending criminal charges against the landlord).

¹⁷ 34 U.S.C. § 12495; U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, *Your Rights Under the Violence Against Women Act*,

https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA (Point 8) (“Landlords, homeowners, tenants, residents, occupants, guests of, or applicants for, any housing have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. They may not be penalized based on their requests for assistance, based on criminal activity for which they are a victim, or based on activity for which they are otherwise not at fault under a law, ordinance, regulation, or policy adopted by or enforced by a governmental entity that receives certain HUD funding.”)

¹⁸ *Id.*; *see also* Office of the General Counsel Guidance on the Application of Fair Housing Standards to the Enforcement of Local Nuisance and Crime-Free Housing Ordinances Against Victims of Domestic Violence, Other Crime Victims, and Other Who Require Police or Emergency Services, U.S. Department of Housing and

NOTE: Nothing in this document amends or alters any HUD statutes or program regulations



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Urban Development (September 13, 2016), available at <https://www.federalregister.gov/d/2022-28073/p-67>; <https://www.hud.gov/sites/documents/FINALNUISANCEORDGDNCE.PDF>

¹⁹ 42 U.S.C. § 3617 (“It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 805, or 806 of this title.”); *Bloch v. Frischholz*, 587 F.3d 771, 782 (7th Cir. 2009) (en banc) (holding that a landlord threatening to evict a white man after finding out he is married to a black woman has plainly violated §3617, regardless of whether he actually evicts the tenant or not). Of note, VAWA similarly bars public housing agencies and owners and managers of housing assisted under a “covered housing program” from retaliating against tenants for exercising their rights under VAWA. See 34 U.S. Code § 12494.

²⁰ 24 CFR § 100.400(c)(6) (prohibiting “[r]etaliating against any person because that person reported a discriminatory housing practice to a housing provider or other authority.”). See also *HUD v. Dana Christian and Yellowstone Apartments, LLC*, FHEO No. 08-21-2505-8 (Jan. 4, 2024) (HUD finding cause to charge a landlord with retaliation under the Fair Housing Act, where the landlord began eviction proceedings and engaged in other adverse actions against a tenant after she complained that the landlord engaged in unwanted and inappropriate advances toward the daughter, warning that if he did not stop talking to her in that manner, she would seek legal advice), available at https://www.hud.gov/press/press_releases_media_advisories/HUD_No_24_013; *United States v. Prashad*, No. 4:19-cv-40114-TSH (D. Mass. 2021) (Consent order awarding damages and requiring defendant to vacate a judgement obtained against tenant in eviction court after tenant reported sexual harassment by property manager to property owner, and property owner retaliated by filing an eviction action against the tenant), available at [https://www.justice.gov/media/1178856/dl?inline=](https://www.justice.gov/media/1178856/dl?inline=;); *United States v. Prashad*, 437 F. Supp. 3d 105, 107 (D. Mass. 2020) (denying Defendant’s motion to dismiss in same matter); HUD Case No. 06-17-8923-6. *Letter of Findings of Noncompliance with Title VI*. U.S. Dep’t. of Housing and Urban Dev. (October 26, 2022).

²¹ 24 C.F.R. § 100.400(c)(4) (prohibiting “[i]ntimidating or threatening any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected by this part.”)

²² 24 C.F.R. § 100.400(c)(5) (prohibiting “[r]etaliating against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Housing Act.”)

²³ See, e.g., *HUD v. Riverboy Corp.*, 2012 WL 1655364 *20-21 (HUD ALJ 2012), review on other grounds denied, 2012 WL 2069654 (HUD Secretary 2012); *Chavez v. Aber*, 122 F. Supp. 3d 581, 600 (W.D. Tex. 2015).

²⁴ *Anast v. Commonwealth Apts.*, 956 F. Supp. 792, 802 (N.D. Ill.1997) (finding that plaintiff sufficiently pled that staying an eviction hearing would have constituted a reasonable accommodation); *Cobble Hill Apartments Co. v. McLaughlin*, 1999 Mass. App. Div. 166, at *4 (1999) (recognizing that staying eviction proceedings is a reasonable accommodation that landlords must consider, particularly in light of a tenant’s mental disability, even if the tenant does not specifically request it); *Douglas v. Kriegsfeld Corp.*, 884 A.2d 1109, 1127 (D.C. 2005) (request for a brief stay of the eviction proceeding is a reasonable accommodation because it imposes no “fundamental alteration” to the landlord’s practice nor “undue financial or administrative burdens.”)



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²⁵ *Essex Mgmt. Corp. v. McAlister*, No. CIV245572, 2007 WL 811093 (Cal.Super. Feb. 15, 2007) (refusal withdraw of eviction action as a reasonable accommodation was unlawful discrimination under the Fair Housing Act), *affirmed as fully and fairly litigated by McAlister v. Essex Prop. Tr.*, 504 F. Supp. 2d 903, 910-11 (C.D. Cal. 2007).

²⁶ *City Wide Assoc. v. Penfield*, 564 N.E.2d 1003, 1005 (Mass. 1991) (Refusal to “forbear from further eviction steps” while a person with a disability pursued a program of outreach and counseling as a reasonable accommodation was unlawful discrimination under the Fair Housing Act.)

²⁷ *Id.*; *Douglas*, 884 A.2d at 1121, 1128 (D.C. 2005); *Essex Mgmt. Corp.*, 2007 Cal. Super. LEXIS 11818, at *14-15; Joint Statement of The Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under the Fair Housing Act* (May 17, 2004) at 4-6; *Sinisgallo v. Town of Islip Hous. Auth.*, 865 F. Supp. 2d 307, 341-42 (E.D.N.Y. 2012) (holding that a probationary period for adjustments to tenant medication and medical treatment is a reasonable accommodation); *Boston Hous. Auth. v. Bridgewater*, 898 N.E.2d 848, 849-50 (Mass. 2009) (public housing authority must consider reinstatement of tenancy as reasonable accommodation after a tenant with mental illness committed acts of violence against another tenant when off of the tenant’s proper medication); *Super v. D’Amelia & Assocs., LLC*, 2010 WL 3926887, at *6 (D. Con. Sept. 30, 2010) (“Courts have accepted a second chance—that is, a tenant’s opportunity to remain in her dwelling notwithstanding the landlord’s disability-neutral justification for eviction—as an accommodation, provided that it is coupled with the tenant seeking assistance for her disability.”)

²⁸ See *Fair Housing for Individuals with Mental Health, Intellectual or Developmental Disabilities: A Guide for Housing Providers* (“What are reasonable accommodations and modifications?...Asking to change the due date for rent until after receipt of a social security disability check or a short- or long-term disability payment...”), available at <https://www.hud.gov/sites/dfiles/FHEO/images/MD%20Fact%20Sheet%20-%20HP.pdf>. See also *Initial Decision and Consent Order, HUD v. Park Regency LLC et al* (October 29, 2020), available at https://www.hud.gov/sites/dfiles/FHEO/images/20HUDOHA_InitDecisionConsent.pdf (providing the reasonable accommodation of a fee-free rent payment grace period until the 6th of each month and paying \$27,000 to complainant); *Charge of Discrimination, HUD v. Morbach et al* (March 20, 2006), available at https://www.hud.gov/sites/documents/DOC_14412.PDF; *Fair Hous. Rts. Ctr. in Se. Pennsylvania v. Morgan Properties Mgmt. Co., LLC*, 2017 WL 1326240, at *9 (E.D. Pa. Apr. 11, 2017) (finding that plaintiff adequately pled that defendant’s blanket policy of rent being due on the first of the month “plausibly denies disabled people an equal opportunity to obtain housing” and may need to accommodate plaintiff’s request to pay after their receipt of SSDI); *United States v. MA Partners 2*, Civil No. 3:23-CV-00407-K (N.D. Tex. June 27, 2023) (consent judgment following DOJ complaint that defendants violated the Fair Housing Act by discriminating on “the basis of disability in violation of the Act by refusing to allow complainants, who received their SSI and SSDI payments around the third of every month, to pay their rent by the fifth of the month.”) (based on HUD charge of discrimination).

²⁹ See, e.g., *Douglas*, 884 A.2d at 1127 (delaying eviction and giving opportunity for tenant to avoid eviction imposed no “fundamental alteration” in the nature of the landlord’s practice or “undue financial or administrative burdens” when tenant requested stay of eviction to allow for treatment of mood disorder to clean unsanitary apartment).



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³⁰ See, e.g., cases cited above in notes 23–29. See also *Hunt v. Aimco Props., L.P.*, 814 F.3d 1213, 1226 (11th Cir. 2016) (finding that the tenant had plead an adequate claim for failure to reasonably accommodate under the Fair Housing Act where landlord terminated tenant’s lease based on tenant’s son threatening to “sacrifice [the landlord’s staff members] then trap all the residents in their apartments and set the property on fire” but the landlord refused to consider that the son was not a direct threat and refused to consider modifying its policies to accommodate the tenant’s son’s disabilities); *Roe v. Sugar River Mills Associates*, 820 F. Supp. 636 (D.N.H. 1993) (finding that landlord would violate Act by evicting tenant with a conviction for disorderly conduct for threatening elderly neighbor without first demonstrating that no reasonable accommodation would eliminate or acceptably minimize the risk he posed to other residents at the complex); *Roe v. Housing Authority of City of Boulder*, 909 F. Supp. 814 (D. Colo. 1995) (finding landlord violated the Fair Housing Act by attempting to evict tenant without considering accommodating the tenant’s disabilities where tenant had struck and injured another tenant, threatened apartment manager, and made noise).

³¹ Joint Statement of The Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (May 17, 2004) at 4–6; *Sinisgallo*, 865 F. Supp. 2d at 336 (“In determining whether an individual poses a direct threat to the health or safety of others, the agency must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk”) (citing Joint Statement and applicable HUD regulations).

³² *Id.*; see also *Boston Hous. Auth.*, 898 N.E.2d at 859 (finding that a public housing authority must consider reinstatement of tenancy when a tenant with mental illness committed acts of violence against another tenant when off of their proper medication); *Super*, 2010 WL 3926887, at *6 (“Courts have accepted a second chance—that is, a tenant’s opportunity to remain in her dwelling notwithstanding the landlord’s disability-neutral justification for eviction—as an accommodation, provided that it is coupled with the tenant seeking assistance for her disability.”).

³³ See U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, FHEO–2020–01, Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act (Jan. 28, 2020), at <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>; *Douglas v. Kriegsfeld Corp.*, 884 A.2d 1109, 1128 (D.C. 2005) (recognizing that assistance animals may be a reasonable accommodation even when contrary to the landlord’s standard policy against pets); *Bronk v. Ineichen*, 54 F.3d 425, 428 (7th Cir. 1995) (“Balanced against a landlord’s economic or aesthetic concerns as expressed in a no-pets policy, a deaf individual’s need for the accommodation afforded by a hearing dog is, we think per se reasonable within the meaning of the [Fair Housing Act]”); *Crossroads Apts. Assocs. v. Le Boo*, 578 N.Y.S.2d 1004, (N.Y. 1991) (holding that a tenant with mental illness can retain his cat contrary to the landlord’s “no pet” policy because the tenant needed the pet to deal with his mental illnesses).

³⁴ Joint Statement of The Department of Housing and Urban Development and the Department of Justice, Reasonable Accommodations Under the Fair Housing Act (May 14, 2004) at 6–7 (A housing provider must



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accommodate a tenant's request for an assistant animal even if they have a "no pet" policy); *United States v. Rutherford Tenants Corp.*, (S.D.N.Y. 2021) (election complaint filed by DOJ following HUD charge of discrimination alleging violation of the Fair Housing Act after defendants tried to evict a tenant with a disability for her use of emotional support animals); *United States v. Ruredy808, LLC*, Civil Action No.: 3:21-CV-192-MPM-JMV (N.D. Miss. July 10, 2023) (consent order) (injunctive relief granted to tenant with disabilities after owners violated the Fair Housing Act by refusing to allow the tenant to remain in his unit with his service dog).

³⁵ U.S. Dep't of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, FHEO-2020-01, *Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act* (Jan. 28, 2020), at <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf> ("Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities."); *Frechtman v. Olive Exec. Townhomes Homeowner's Ass'n*, 2007 U.S. Dist. LEXIS 81125 (C.D. Cal. Sept. 24, 2007) (holding that allowing plaintiff's emotional support animal was a reasonable accommodation).

³⁶ Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under the Fair Housing Act* (May 14, 2004) ("The housing provider may not require the applicant to pay a fee or a security deposit as a condition of allowing the applicant to keep the assistance animal."); *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028, 1040 (D.N.D. 2011) ("housing providers cannot impose additional fees as a condition to granting an accommodation, including accommodations for assistance animals").

³⁷ 24 C.F.R. § 100.500 (2023) ("(a) *Discriminatory effect*. A practice has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates, increases, reinforces, or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status, or national origin. (b) *Legally sufficient justification*. (1) A legally sufficient justification exists where the challenged practice: (i) Is necessary to achieve one or more substantial, legitimate, nondiscriminatory interests of the respondent, with respect to claims brought under 42 U.S.C. 3612, or defendant, with respect to claims brought under 42 U.S.C. 3613 or 3614; and (ii) Those interests could not be served by another practice that has a less discriminatory effect"); *Tex. Dep't of Hous. and Comm. Affairs v. Inclusive Comms. Project*, 135 S. Ct. 2507 (2015).

³⁸ *HUD ex rel. Loveless v. Wesley Apartment Homes, LLC*, FHEO No. 04-13-0855-8 (Jan. 18, 2017) (HUD charging landlord with discrimination after they took over a building, conducted criminal background checks on all existing tenants, and proceeded to evict or otherwise force out any tenant with any felony conviction at any time. HUD determined such a policy had a disparate impact on Black tenants and was unnecessary to achieve a substantial, legitimate, non-discriminatory interest), *available at* <https://www.hud.gov/sites/documents/17LOVELESSVWESLEY.PDF>. *See also* U.S. Dep't of Housing and Urban Development, Office Of General Counsel, *Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions* (Apr. 4, 2016), *available at* https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF; U.S. Dep't of Housing and Urban Development, *Implementation of the Office of General Counsel's Guidance on Application of Fair Housing*



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Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (June 10, 2022), available at <https://www.hud.gov/sites/dfiles/FHEO/documents/Implementation%20of%20OGC%20Guidance%20on%20Application%20of%20FHA%20Standards%20to%20the%20Use%20of%20Criminal%20Records%20-%20June%2010%202022.pdf>.

³⁹ See *Id.*

⁴⁰ 24 C.F.R. § 100.500(b) (A legally sufficient justification exists where the challenged practice is necessary to achieve one or more substantial, legitimate, nondiscriminatory interests and where those “interests could not be served by another practice that has a less discriminatory effect”); see U.S. Dep’t of Housing and Urban Development, Office Of General Counsel, Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (April 4, 2016), available at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF; see also *Kline v. 1500 Massachusetts Ave. Apartment Corp.*, 439 F.2d 477, 480 (D.C. Cir. 1970) (recognizing that landlords have options to safeguard tenants through the use of security cameras, lighting, and locks).

⁴¹ See 34 U.S.C. § 12495 (right to report crime and emergencies from one’s home).

⁴²In very limited circumstances, the Fair Housing Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members. U.S. Dep’t of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Know Your Fair Housing Rights When You Are Facing Eviction, available at https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview. See also 42 USC §§ 3603(b); 3607(a) and (b).

⁴³ See, e.g., List of HUD Programs Subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, available at <https://www.federalregister.gov/documents/2006/07/28/06-6516/list-of-hud-programs-subject-to-title-vi-of-the-civil-rights-act-of-1964-and-section-504-of-the>; HUD Guidance on non-discrimination and equal opportunity requirements for PHAs (public housing agencies), available at <https://www.hud.gov/sites/documents/PIH2011-31.PDF>.

Will Your Unit Qualify?

Will Your Unit Qualify?

There are some guidelines we must follow when making a determination of whether or not a unit will work with a participants voucher under the Housing Choice Voucher program.

INFORMATION WE MUST CONSIDER

(it all starts with the Request for Tenancy Approval form):

Requesting Tenancy Approval:

After an applicant family is issued a voucher, they must locate an eligible unit, with an owner or landlord willing to participate in the voucher program (that's you!). Once they find a suitable unit and the owner is willing to lease the unit under the program, the owner and family must request SRHA to approve the assisted tenancy in the selected unit. In order to do this, the owner and the family **MUST** submit the following documents to SRHA:

- Completed Request for Tenancy Approval (RfTA) (see the "What We Need From You" section)
- Copy of the **PROPOSED LEASE (unsigned)**, including the HUD-prescribed Tenancy Addendum (see the "What We Need From You" section)

What is a Request for Tenancy Approval (RfTA)?

Front of RfTA:

The RfTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease. This information is necessary for SRHA to be able to determine whether to approve the assisted tenancy in this unit.

Back of RfTA:

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the household, unless SRHA has granted a request for reasonable accommodation for a person with disabilities who is a member to the tenant household.

For units constructed prior to 1978, owners must either:

1. Certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
2. Attach a lead-based paint disclosure statement.

Other requirements for the RfTA:

- The RfTA **MUST** be signed by both the Head of Household and the Owner/Landlord.
- The owner may submit the RfTA on behalf of the household.
- Completed RfTA's (including the proposed dwelling lease) must be submitted as hard copies in one of the following ways:
 - In person: 900 Elizabeth Miller Garden, Staunton, VA 24401
 - By mail: SRHA, ATTN: Audra, 900 Elizabeth Miller Gardens, Staunton, VA 24401
 - By Fax: ATTN: Audra, 540-885-5414
 - By email: ahutchens@stauntonrha.org
- Both the RfTA and the proposed lease must be submitted no later than the expiration date stated on the Voucher.
- The household may not submit, and SRHA will not process, more than one (1) RfTA at a time.
- When the family or owner submits the RfTA, it will be reviewed for completeness. If it is incomplete, lacking signatures, or not accompanied by a proposed dwelling lease, SRHA will notify the household and owner of the deficiencies by phone, email or fax due to the time-sensitive nature of the tenancy approval process. Missing information and/or missing documents will only be accepted by one of the methods above. SRHA will not accept missing information over the phone.
- When the RfTA and proposed lease are received, SRHA will review the terms of the RfTA for consistency with the terms of the proposed lease. In other words, they **MUST** match. If they do not, SRHA will notify the household and owner of the discrepancies by phone, email or fax due to the time-sensitive nature of the tenancy approval process. Correction will only be accepted by one of the methods above, SRHA will not accept corrections to the RfTA and/or proposed lease over the phone.

Payment Standards

The Payment Standard dictates the maximum subsidy payment a family can receive from SRHA each month. Payment standards are based fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions, FMRs are set at the 40th percentile of rents in the market area. SRHA reviews its payment standards each year.

We must make sure that the contract rent for your unit plus the utility allowance (gross rent) is at or under the payment standard determined for the family based on subsidy standards (family size). The gross rent can go over the payment standard, but the family has to pay their share of 30% plus anything over the payment standard. That total cannot exceed 40% of their income, or it creates a **rent burden**. If there is a rent burden, we cannot assist with that unit.

Utility Allowances

The Utility Allowance specifies how a family's payment should be adjusted to account for tenant-paid utilities. They are determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. SRHA reviews its schedule of utility allowances each year. The utility allowance for the unit will be determined according to how you fill out the RfTA.

Eligible Units

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in SRHA's Jurisdiction. This includes the dwelling unit in which they are currently occupying.

SRHA's Jurisdiction

- City of Staunton
- Augusta County
 - Augusta Springs
 - Buffalo Gap
 - Churchville
 - Craigsville
 - Crimora
 - Doms
 - Fishersville
 - Fort Defiance
 - Greenville
 - Grottoes (the Augusta County part only)
 - Jolivue
 - Lyndhurst
 - Middlebrook
 - Mint Spring
 - Mt. Sidney
 - Mt. Solon
 - New Hope
 - Raphine (the Augusta County part only)
 - Sherando
 - Steeles Tavern
 - Stuarts Draft
 - Swoope
 - Verona

- Waynesboro (the Augusta County part only)
- West Augusta
- Weyers Cave

Ineligible Units

SRHA may not assist a unit under the voucher program if the unit is:

- A public housing or Indian housing unit
- A unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f)
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- A unit occupied by its owner or by a person with any interest in the unit

Housing Quality Standards (HQS)/Inspections (until 9/30/24)

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. (see the A Good Place to Live! Booklet in this section for room-by-room HQS guidelines, as well as a sample Inspection Checklist) **PLEASE KEEP IN MIND:** HUD's Offices of Public and Indian Housing, Multifamily Housing Programs, and Lead Hazard Control and Healthy Homes posted a joint Notice on February 2, 2022, requiring carbon monoxide alarms or detectors in their HUD-assisted housing programs starting December 27, 2022. See entire PIH Notice at:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2022-01pihn.pdf>

After the RfTA and proposed lease have been approved, SRHA's HQS Inspector will schedule an inspection of the unit to make sure it meets the HQS requirements. If it fails, you will have the option to make the repairs necessary for the unit to pass inspection. If the unit doesn't pass inspection, and you are unwilling or unable to make the necessary repairs, we cannot approve the unit for the voucher holder, and they would be advised to continue their search.

HQS inspections will then take place on biennial or every-other-year basis. You and your tenant **MUST** allow the inspections in order to remain in compliance with the program.

NSPIRE Inspections (beginning 10/1/24)

HUD has been very busy the last few years working on a new inspection protocol called NSPIRE (National Standards for the Physical Inspection of Real Estate). Many of the deficiencies that have been cited in the past inspections remain the same. There are a few changes that will affect whether or not your home will pass or fail. Most of these will be cited during the biennial inspection process and the landlord will have 30 days to make the repairs.

However, there are two issues that HUD is requiring to be addressed immediately by landlords and/or voucher holders.

1. **All unvented, fuel-burning space heaters must be removed as of January 1, 2024.**
NSPIRE will no longer allow for the use of unvented, fuel-burning space heaters because of the risk of carbon monoxide exposure. See [Notice PIH 2023-28](#), the Administrative Notice for NSPIRE for HCV and PBV programs for more information.
2. All units that contain a fuel-burning appliance, such as a natural gas stove, furnace or water heater, **must have a Carbon Monoxide detector installed** just outside each sleeping space and on each floor of a multi-floor residence.
[PIH 2022-01 CO Detectors Joint Notice \(hud.gov\)](#)

The Staunton RHA will be implementing the NSPIRE inspection protocols starting October 1, 2024. You may go to the HUD website to review the NSPIRE standards.

https://www.hud.gov/program_offices/public_indian_housing/reac/nspire

NSPIRE Flyers and Other Info

[HUD NSPIRE Factsheet - NSPIRE Inspection Types](#)

<https://files.hudexchange.info/resources/documents/NSPIRE-and-HQS-Comparison-Job-Aid.pdf>

<https://cintimha.com/wp-content/uploads/2023/04/NSPIRE-Factsheet-NSPIREAnswers.pdf>

Rent Reasonableness

No HAP contract can be approved until SRHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program. The rent must be reasonable in relation to comparable *unassisted* units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the same premises. Rent reasonableness is determined by SRHA as part of the unit approval process.

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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

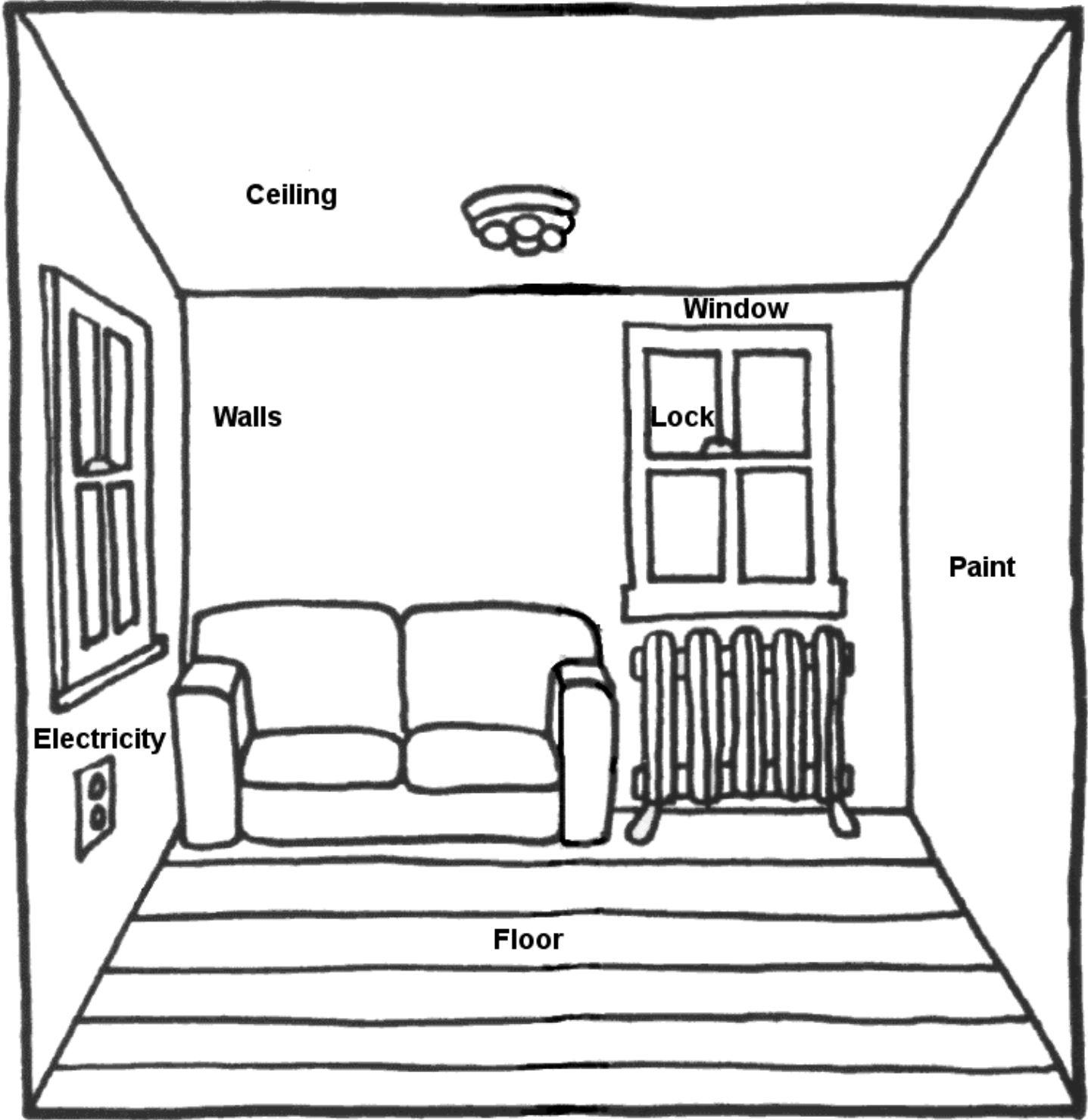
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

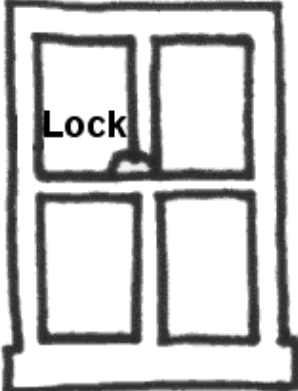
- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



Ceiling



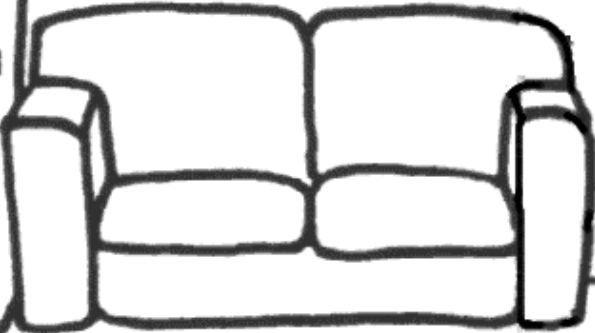
Window



Lock

Walls

Paint



Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

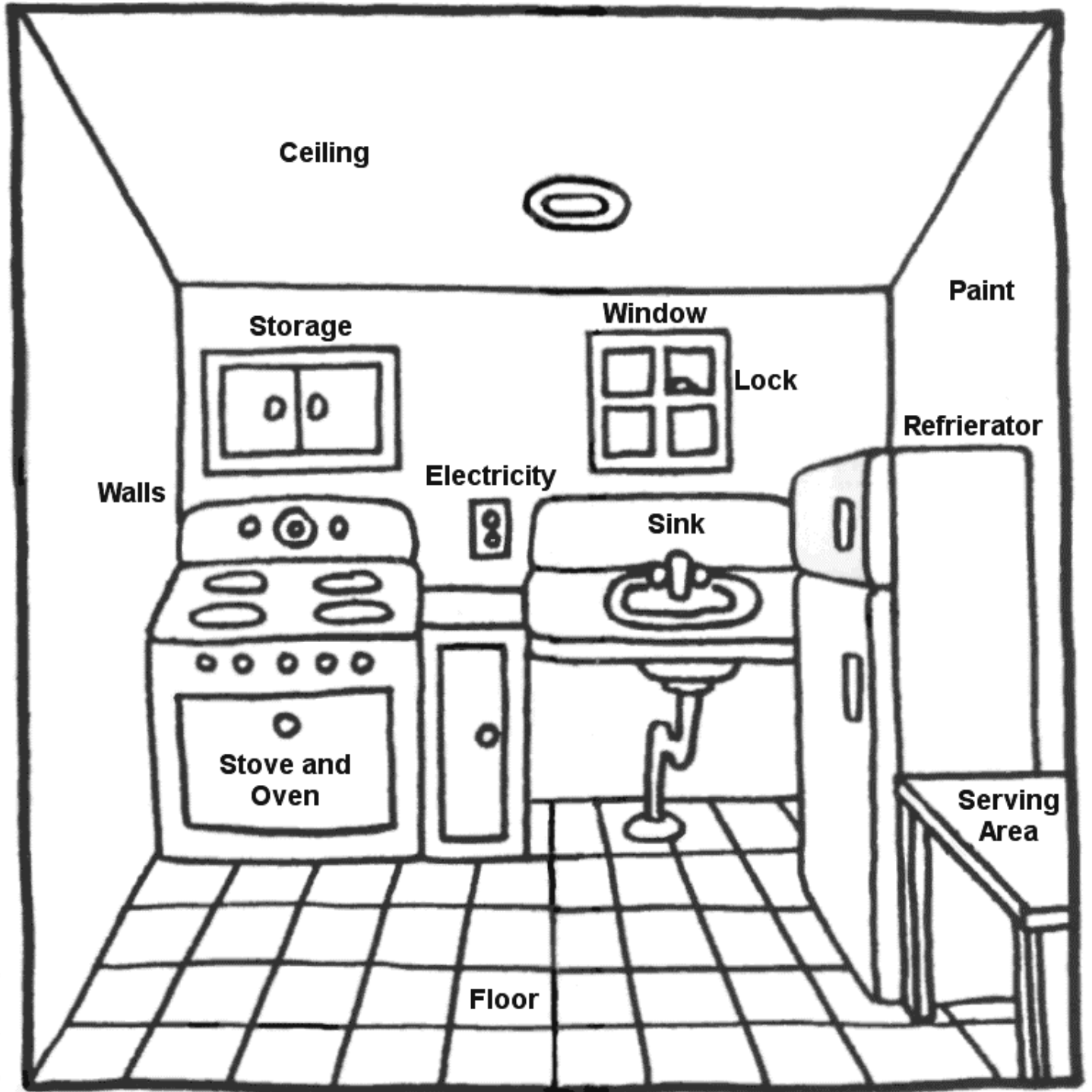
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

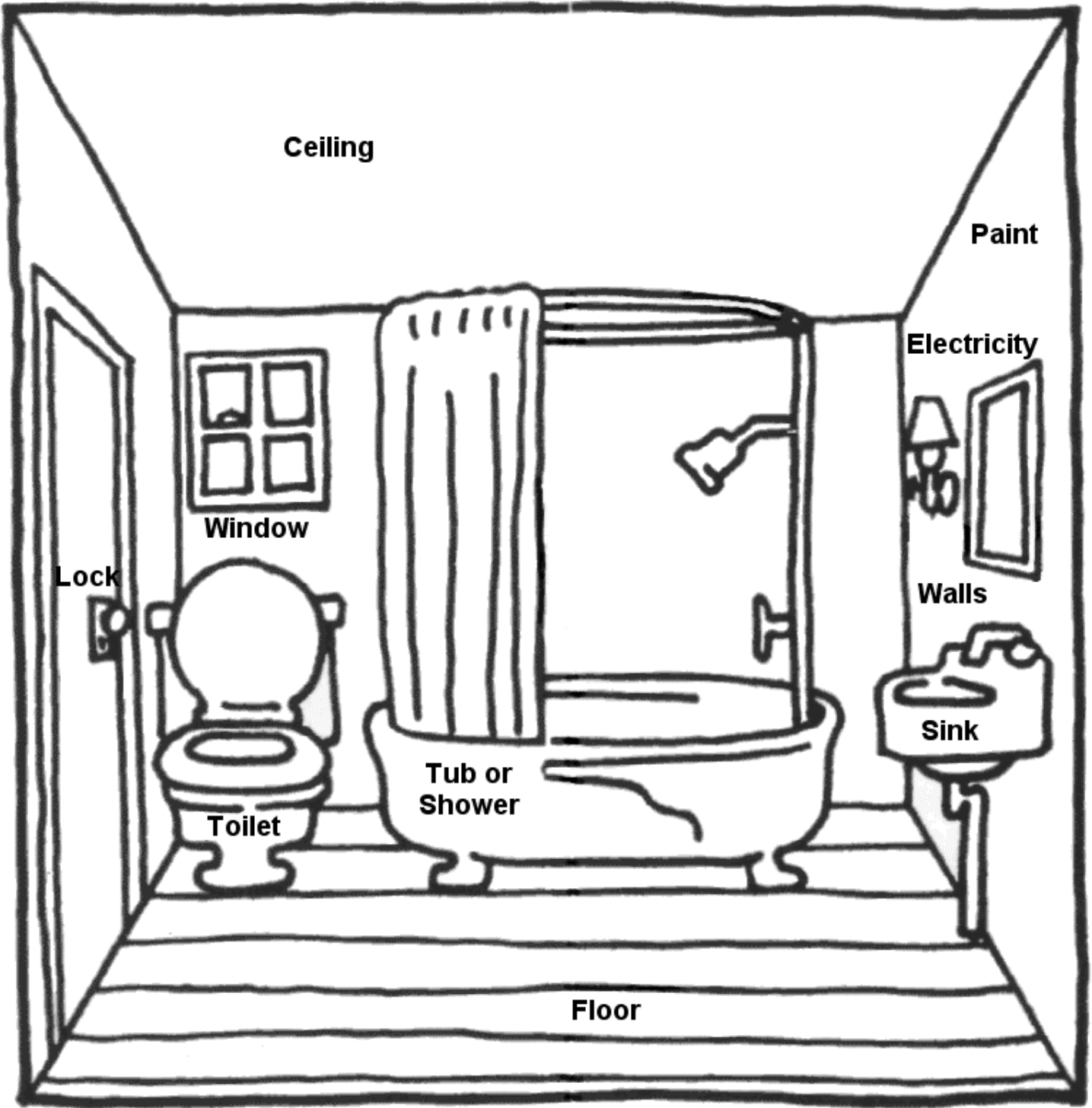
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

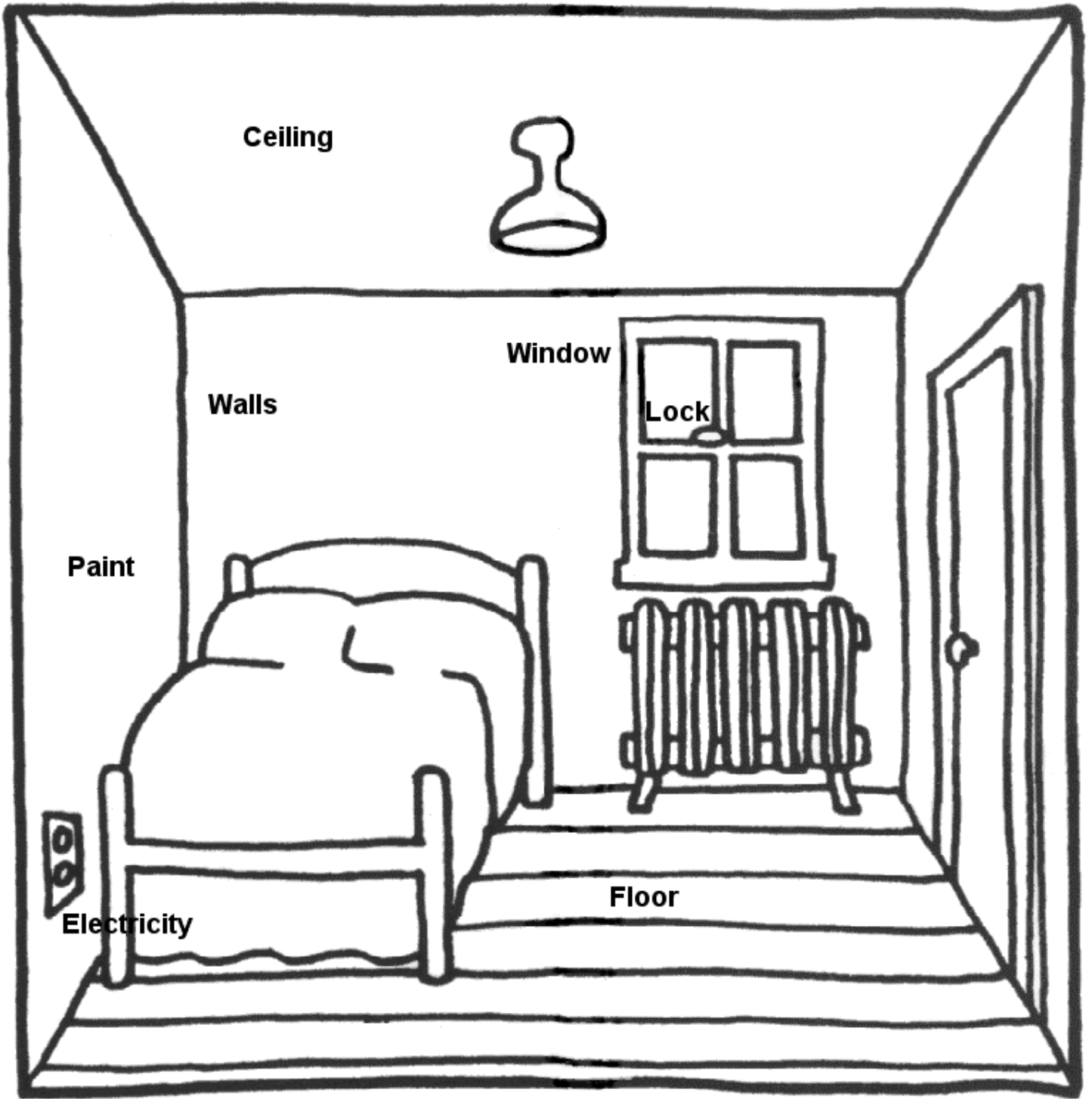
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

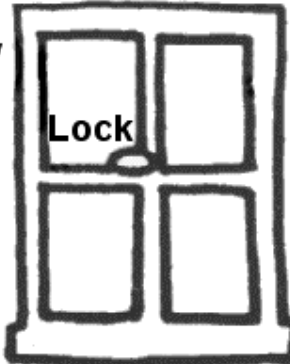
- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



Ceiling



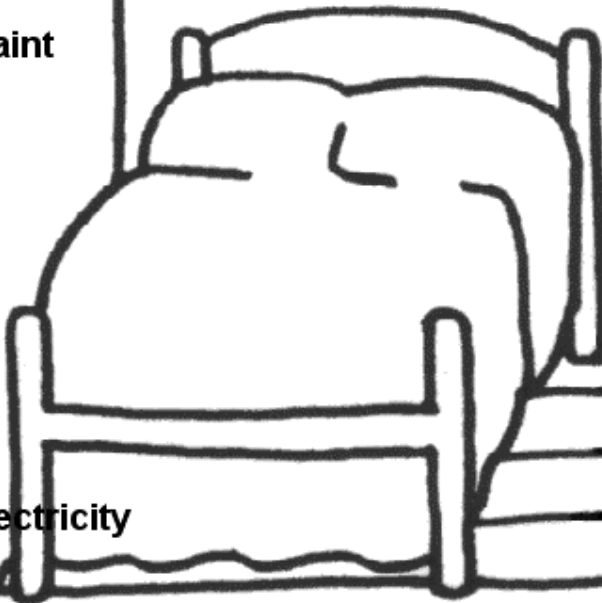
Window



Lock

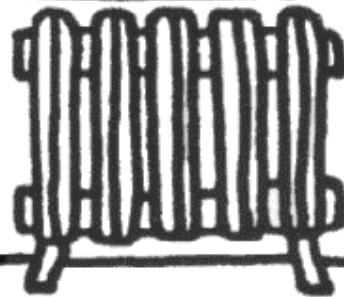
Walls

Paint



Electricity

Floor



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

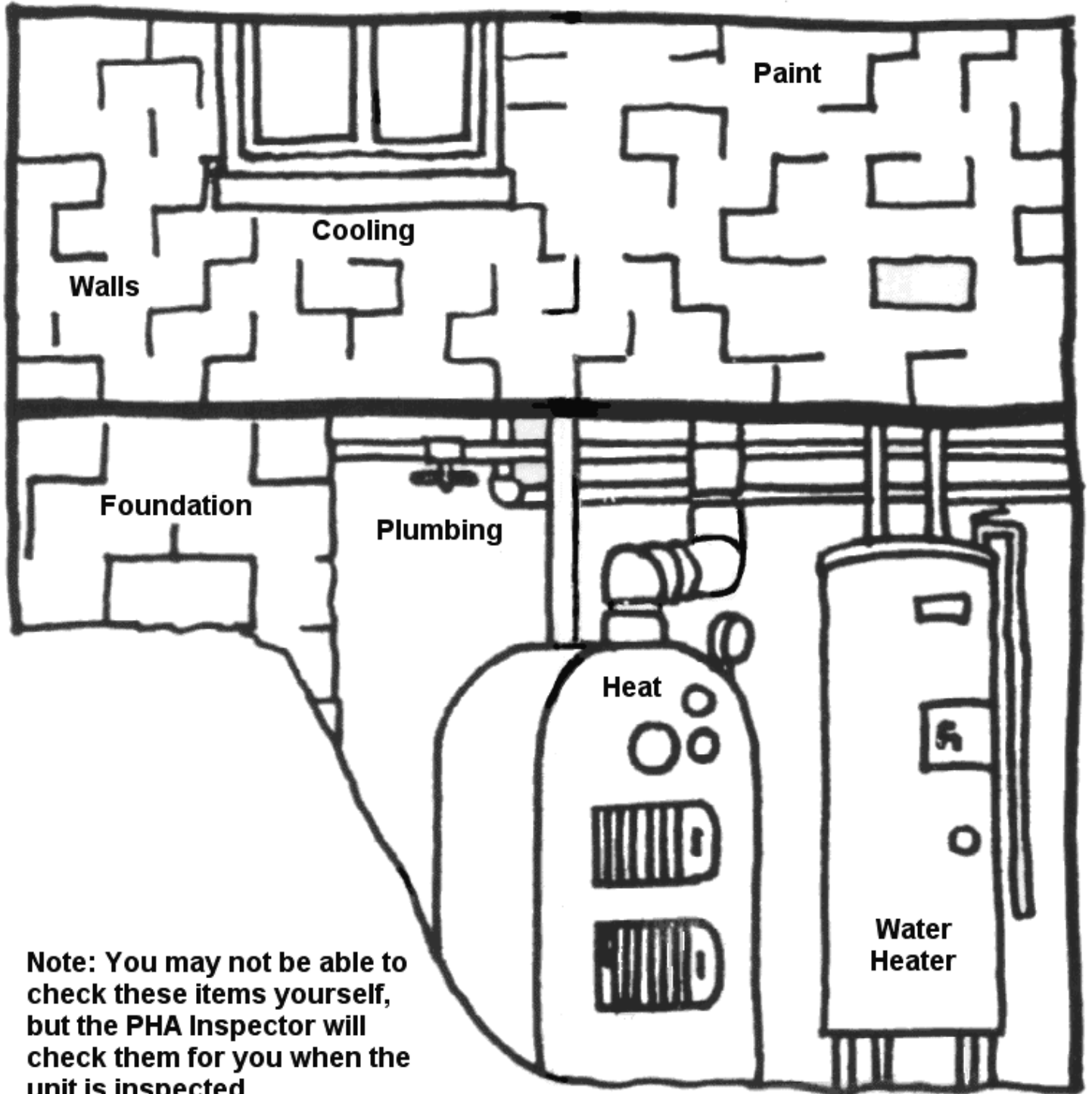
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

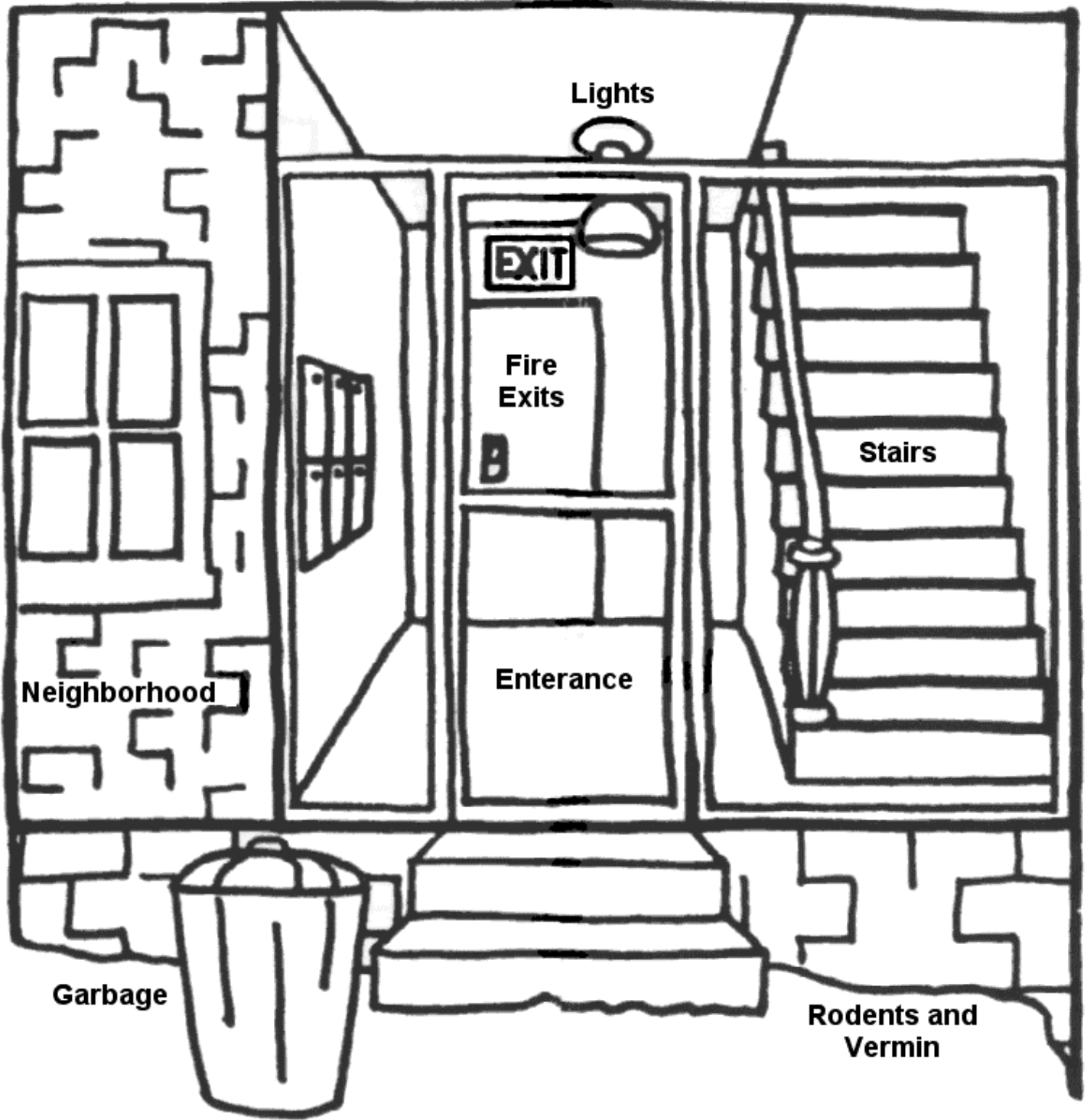
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
--Are there stores nearby?
--Are there schools nearby?
--Are there hospitals nearby?
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

Housing Quality Standards (HQS) – Frequently Asked Questions

What is the purpose of Housing Quality Standards?

The goal of the Housing Choice Voucher (HCV) program is to provide “decent, safe and sanitary” housing at an affordable cost to low-income families. Housing Quality Standards help HUD and local Public Housing Authorities (PHAs) accomplish that goal by defining “standard housing” and establishing the minimum quality criteria necessary for the health and safety of program participants. All HCV housing units must meet these housing quality standards in order to participate in the HCV program.

What are the 13 key aspects of housing quality covered by performance requirements and acceptability criteria in the HQS?

The 13 key aspects of housing quality covered by the HQS include:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

How are Housing Quality Standards enforced?

HQS inspections are conducted by PHA staff and contractors to ensure that potential and current HCV housing units meet the minimum performance and acceptability criteria for each of the 13 key housing quality aspects.

When do HQS inspections occur?

HQS inspections come in three different varieties. *Initial Inspections* occur when a voucher holder indicates to their PHA that they desire to lease a specific housing unit. The unit must pass the initial inspection before the execution of the assisted lease and housing assistance payments (HAP) contract and the initiation of payments. *Annual Inspections* occur once a year on housing units that are currently under lease by an HCV participant family. Annual inspections ensure that HCV housing units continue to meet HQS throughout the tenancy of the HCV participant family. *Special Inspections* may be complaint inspections or quality control inspections. Complaint inspections occur when a tenant, owner, or member of the public complains about the condition of an HCV housing unit. Quality control inspections examine a sample of housing units within a give PHA’s jurisdiction each year and occur throughout the year.

Where can I read more about Housing Quality Standards?

Please see [Chapter 10](#) of the [Housing Choice Voucher Program Guidebook](#) for more information on HQS.

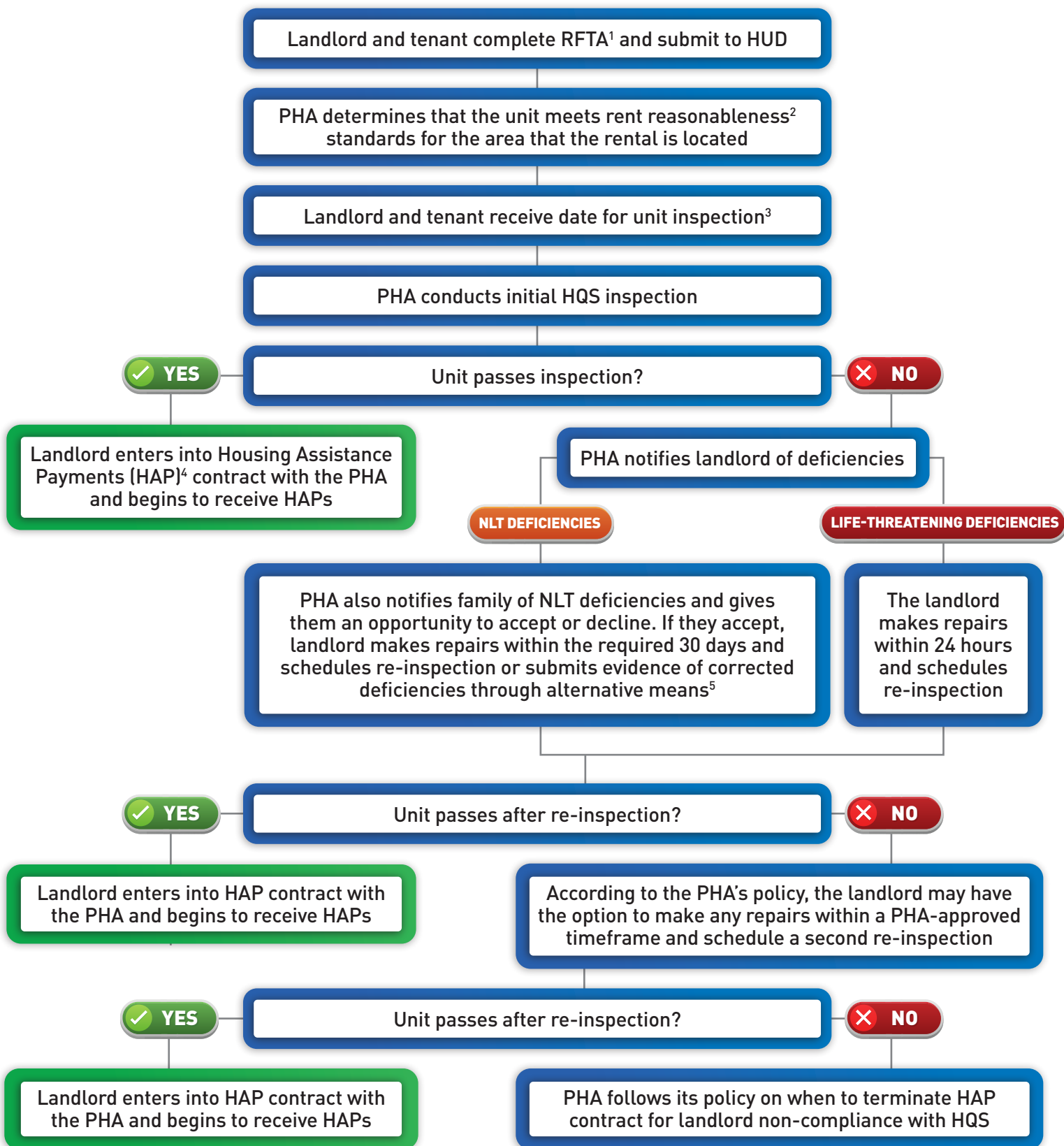
What regulations cover Housing Quality Standards?

Regulations are found at [24 CFR 982](#).

Housing Quality Standards (HQS) Initial Inspection Flowchart

Initial Inspections

When the family finds a unit that they wish to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the unit meets Housing Quality Standards (HQS). Landlords may want to review HUD's list of [Frequently Asked Questions](#) about HQS. Landlords may also want to contact their PHA(s), as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.



Endnotes

¹ Request for Tenancy Approval (RFTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:

- The unit is eligible;
- The unit has been inspected by the PHA and meets [Housing Quality Standards \(HQS\)](#);
- The lease includes the tenancy addendum;
- The rent charged by owner is reasonable; and
- For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share ([24 CFR 982.508](#)).

In addition, the PHA must not approve:

- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under [2 CFR part 2424](#).
- If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
- Other reasons as defined in [24 CFR 982.306](#).

² Rent Reasonableness: HUD regulation [24 CFR 982.507](#) requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

³ Per [24 CFR 982.305\(b\)\(2\)](#), PHAs with 1,250 or fewer budgeted housing choice voucher units must send notice of the inspection to the family and owner within 15 calendar days after the family and owner submit the RFTA. The 15-day clock is suspended during any period when the unit is not available for inspection. PHAs with more than 1,250 budgeted housing choice voucher units must make the notice to family and owner within a reasonable time after the family and owner submit the RFTA.

⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

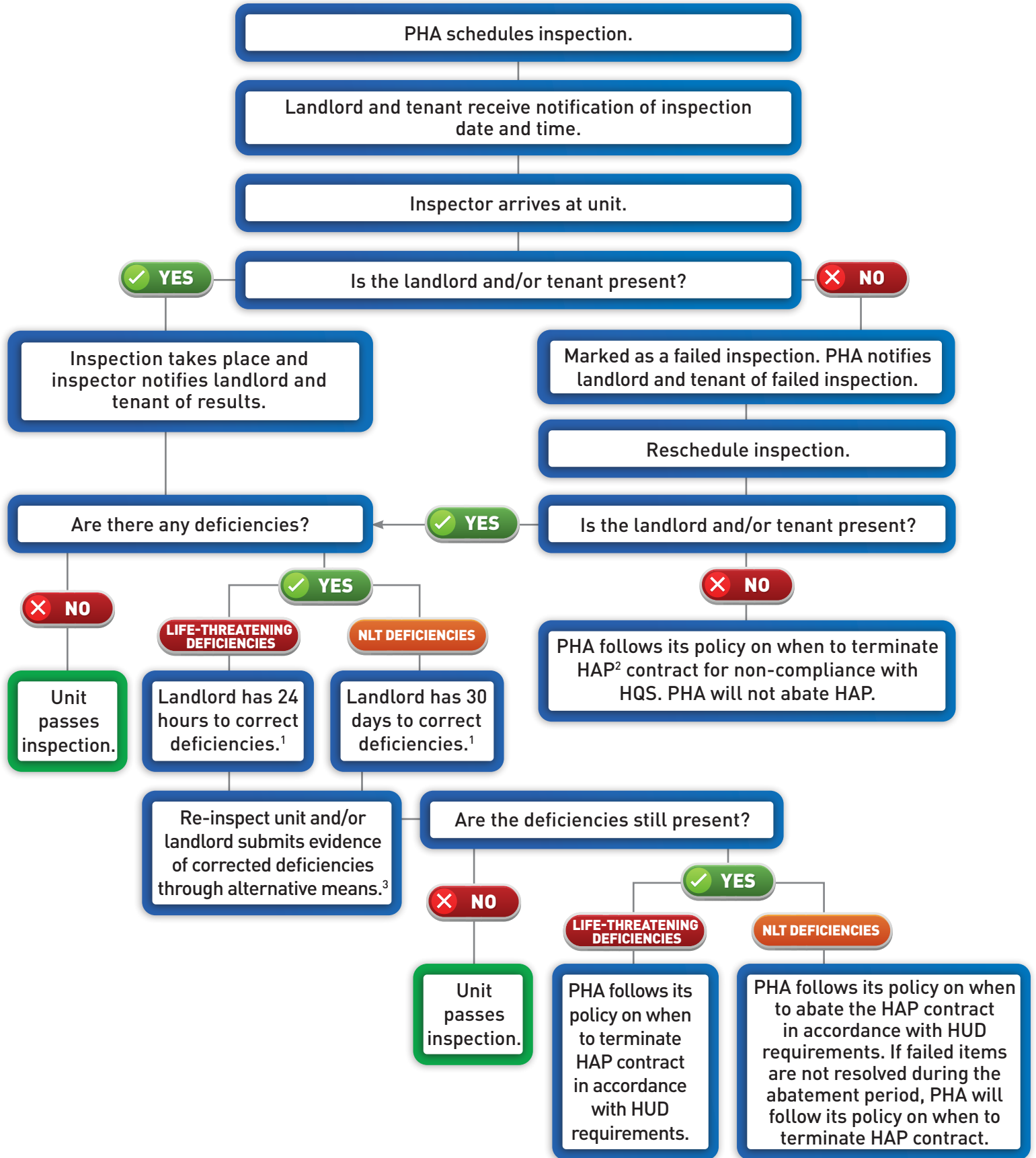
The HAP contract is the housing assistance payments contract between the owner and the PHA.

⁵ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in [PIH Notice 2013-17](#).

Housing Quality Standards (HQS) Biennial Inspection Flowchart

Biennial Inspections

Per [24 CFR 982.405](#), HUD requires that PHAs inspect each unit at least biennially (or triennially for some small rural PHAs). However, PHAs may choose to inspect more frequently (annually). PHAs will outline their inspection policy and procedures in their PHA Administrative Plan. Landlords may want to review HUD's list of [Frequently Asked Questions](#) about HQS. Landlords may also want to contact their PHA(s), as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.



Endnotes

- ¹ Landlord is responsible for correcting all deficiencies except deficiencies caused by the tenant. All deficiencies must be corrected for the unit to pass HQS inspection. If the tenant fails to correct a tenant-caused deficiency within the PHA timeframe, the PHA may terminate the family's assistance. Alternatively, if the tenant does not correct a tenant-caused deficiency, the landlord may correct the deficiency and charge the tenant. Additionally, PHAs can approve extensions of the 30 day correction period for NLT deficiencies.
- ² Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.
- ³ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in [PIH Notice 2013-17](#).

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

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 the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. 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 participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

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

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

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

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

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

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

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

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

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

C. Special Amenities (Optional)

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

D. Questions to ask the Tenant (Optional)

1. Living Room

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

2. Kitchen

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

3. Other Rooms Used for Living

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

4. Bath

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

5. Overall Characteristics

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

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ___
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [~~AAA~~

E. Inspection Summary/Comments (Optional)

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

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit
------------------	-----------	---

Type of Inspection	Initial	Special	Reinspection
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Item Number Reason for "Fail" or "Pass with Comments" Rating

Continued on additional page Yes No

NSPIRE Answers

What is NSPIRE?

NSPIRE – the National Standards for the Physical Inspection of Real Estate – is the new physical inspection model designed to promote HUD’s goal of reducing health and safety hazards in the home. To achieve this goal, NSPIRE prioritizes the condition of dwelling units—where people live. NSPIRE aligns multiple HUD programs to a single set of inspection standards so that the same expectations of housing quality can be achieved across HUD programs.

NSPIRE introduces a new, innovative approach for developing, updating, and adapting standards and scoring based on continuous learning and improvement. To develop NSPIRE, HUD is collaborating with a diverse group of stakeholders, including property owners and managers, public housing agencies, public health and public safety professionals, and resident groups, who are providing critical input to the standards, processes, and protocols. These aspects of NSPIRE are being tested at volunteer properties throughout the two-year NSPIRE Demonstration, currently in progress, with feedback from inspectors and properties used to update and refine the inspection model.

NSPIRE is also being updated using data gathered from a concurrent demonstration that HUD is conducting for the Housing Choice Voucher program. Both demonstrations reflect HUD’s congressional mandate to implement a single inspection protocol for public housing and voucher units. Under NSPIRE, HUD plans to leverage inspection data, lessons learned, and stakeholder feedback to update standards and scoring at least every three years.

NSPIRE makes key improvements to inspections to increase their objectivity, accuracy, and consistency. Under NSPIRE, inspections are based on deficiency indicators to ensure deficiencies cited



by inspectors accurately reflect substandard conditions within a property. Each inspection standard is supported by a rationale, which is a clear and concise explanation of the potential risk a defect presents.

Why is it happening?

HUD’s analysis found that its inspection models could be improved to enable HUD to more effectively and consistently evaluate housing across programs. HUD determined that while its legacy inspection models are well-intentioned in design, neither model currently aligns with HUD’s priorities or the state of the housing industry. Further, while a majority of properties are in compliance with HUD’s standards, NSPIRE will provide improved capabilities to detect and identify those properties that are not. Under NSPIRE, HUD aims to safeguard affordable housing for American families and promote the health and safety of residents living in HUD-assisted housing.

What will it accomplish?

With NSPIRE, inspectors for HUD-assisted and HUD-insured housing will be able to conduct objective, defensible, and consistent assessments to evaluate housing conditions. This will result in inspection results that more accurately indicate property conditions and promote better living conditions for residents. NSPIRE inspections will more accurately reflect the true physical conditions of properties and ensure that property owners adopt sound maintenance practices to eliminate health and safety hazards that may pose a threat to residents. By placing more emphasis on the condition of residents' dwellings, the new inspection model aligns more closely with stakeholder expectations regarding housing quality. As a result, NSPIRE will encourage property owners to perform year-round maintenance and address health and safety deficiencies in a timely fashion. Properties will not be expected to expend more resources, but rather shift their maintenance plans to prioritize residents' health and safety. It will also eliminate unnecessary complexity by aligning inspection standards across diverse HUD programs, while accommodating flexible protocols.

How will it do that?

NSPIRE focuses on the condition of dwelling units and modernizes and streamlines HUD's physical inspections processes using objective, defensible, and repeatable quality indicators focused on those things most important. Inspections will prioritize critical health and safety conditions, and properties will not be able to pass inspection if dwelling units fail the inspection. HUD also understands the importance of collaborating with its stakeholders in the design and implementation of NSPIRE. The NSPIRE Model will be tested during a demonstration, with feedback collected from stakeholders and sources to develop and refine the standards. Having volunteer properties collaborate with HUD in the NSPIRE Demonstration is an essential part of this process. With their input, HUD will establish inspection standards that accurately evaluate the most important aspects of HUD housing.



What is the NSPIRE Demonstration?

The NSPIRE Demonstration is a two-year process to test and evaluate NSPIRE standards, processes, and protocols in collaboration with approximately 4,500 volunteer properties. By performing inspections under the NSPIRE Model at volunteer properties, HUD will be able to test and evaluate the revised standards, the new scoring model, new technology, and new information exchange and support services.

During the Demonstration, HUD will evaluate inspection accuracy, objectivity, and efficacy. Throughout the course of the Demonstration, the results of these tests and evaluations will allow HUD to refine the NSPIRE standards, scoring, and protocols for increased effectiveness and efficiency. The NSPIRE Demonstration will also allow HUD to test and evaluate implementation strategies to determine the most effective way to roll out NSPIRE nationwide.



Why does NSPIRE have a Demonstration?

HUD wishes to work collaboratively with public housing agencies and property owners and agents to evaluate NSPIRE's effectiveness and refine the standards, scoring, and protocols. The Demonstration allows HUD to test aspects of NSPIRE independently of existing regulations. By performing NSPIRE inspections at volunteer properties, HUD will be able to test and evaluate the revised standards, the new scoring model, and updated technologies and processes across the new model. NSPIRE is also being updated using data gathered from a concurrent demonstration that HUD is conducting for the Housing Choice Voucher program.

Feedback provided by participants and testing conducted throughout the course of the Demonstration will allow HUD to refine NSPIRE standards, scoring and protocols. Additionally, testing and input received during the Demonstration will help HUD achieve its goals for NSPIRE of increasing objectivity in physical inspections and focusing on resident health and safety. Once the Demonstration has concluded, NSPIRE will be implemented through the issuance of regulatory and sub-regulatory updates and changes through the rulemaking process.

HQS

Housing Quality Standards

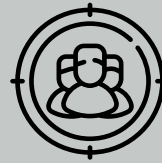
NSPIRE vs HQS



National Standards for the Physical Inspection of Real Estate

Location Focus

Defined basic quality housing standards based on 13 key aspects (General Regulations and HUD 52580-A)



FOCUS

Resident Focus

Designed to focus on resident health and safety while addressing the increase in multifamily properties and tenant and project-based vouchers

Inspection Locations

Living Room
Kitchen
Bathroom
Other Room
Used for Living
All Secondary
Heating and Plumbing



INSPECTION

3 Inspection Types/ 3 Inspection Areas

Inspection Types:
Annual Self-Inspection
Critical-to-Quality
Critical-to-Quality Plus

Inspectable Areas:
Outside
Inside
Unit

Deficiency Types

Health and Safety
Non-Health and Safety



DEFICIENCIES

3 Deficiency Categories

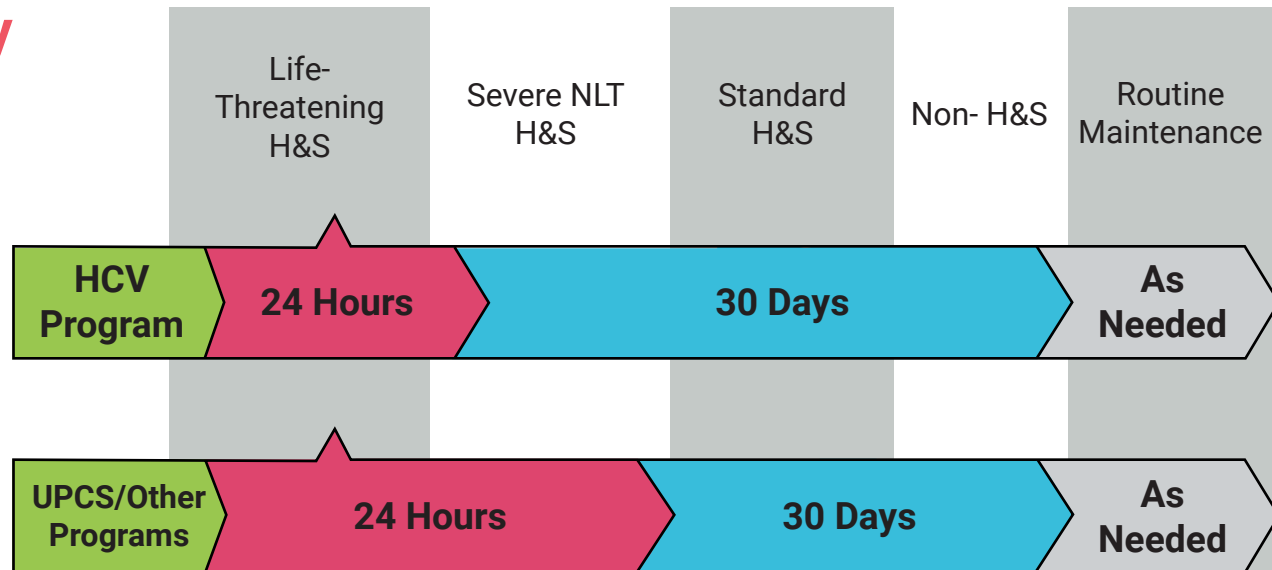
Condition and Appearance
Function and Operability
Health and Safety

Rationales:
Deficiencies based on rationales, or clear and concise explanations of the potential risk a defect presents

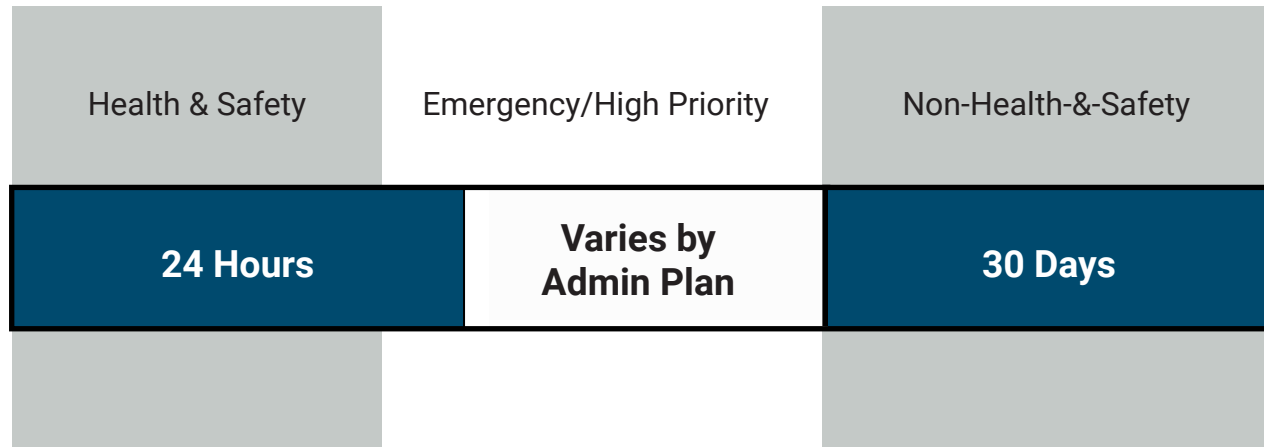


NSPIRE vs HQS

NSPIRE Deficiency Time of Repair



HQS Deficiency Time of Repair



What We Need From You

What We Need From You

The RfTA has been approved, the unit passed inspection, now what?

Now we discuss a lease-up date! SRHA will coordinate with you and your tenant to determine the best date to start HAP. Keep in mind that the lease start date and the HAP contract date **MUST BE THE SAME**. If you have an existing tenant who has gotten a voucher and is able to use it at their current home, we will ask for a new lease which includes the Tenancy Addendum part of the HAP contract and will check to make sure the start dates are the same.

How Do I Get Paid?

There are 2 forms we will ask you to fill out and submit. One is Owner and Property Management Information so that we can put you into our system. Typically communications from SRHA (such as rent change letters and notices of annual recertification go to the 'landlord' or whomever you put in the Property Management part of that form, so make sure we are sending things to the right place. Also, it is extremely important that if you change your business name, phone number, fax number, email, banking information or ownership, that you let us know in writing **AS SOON AS POSSIBLE** so that we can update the system and make sure any changes are dealt with as seamlessly as possible so that HAP is not held up.

The second form is a Direct Deposit Agreement form. All of our HAP payments are made via ACH so we cannot pay you if we don't have this form. On it there is a space for a voided check.

We need a W-9 filled out completely, correctly, and signed.

The last thing we need is proof of ownership of the property, usually a deed.

HAP cannot be started until all of this documentation is received.

NEW!! Landlord Portal

You will be able to register for our online Landlord Portal at <http://housing.stauntonrha.org>

On the portal you'll be able to:

- Update your bank account information.
- View your ledger.
- View your unit inspection results.
- View tenant caseworker information.
- Update your contact information.

ONE LAST THING...

Without our owners and landlords, we don't have a program. Our goal is cultivate positive relationships, to educate about the program and to show the benefits of being a part of something that is so vital to the community. There really is no place like home and together we can give that gift to so many in need.



INTERESTED IN BECOMING A HOUSING CHOICE VOUCHER (HCV) LANDLORD?

The role of the landlord in the HCV program is to lease decent, safe, and sanitary housing to a tenant at a reasonable rent. The housing unit must pass the program's housing quality standards (HQS) and be maintained up to those standards as long as the owner receives housing assistance payments (HAPs).

1. CONTACT YOUR LOCAL PUBLIC HOUSING AUTHORITY (PHA)

Landlords who would like to rent to voucher holders should contact their local PHA(s). The PHA may provide you details on the local process and the method for posting your vacant units. The PHA may also share locally used websites or platforms for advertising available rental units. Use the following link to find your local PHA's contact information: https://www.hud.gov/program_offices/public_indian_housing/pha/contacts.

2. SELECT A TENANT

The PHA admits eligible families to its HCV program. Select and approve one of these voucher holders based on your own rental criteria, then fill out the voucher holder's Request for Tenancy Approval form. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

3. MAKE SURE HOUSING MEETS MINIMUM STANDARDS

An inspector will conduct an HQS inspection. All housing units with HCV tenants must meet the following thirteen (13) HQS performance requirements both at commencement of assisted occupancy and throughout the assisted tenancy:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

4. SIGN LEASE AND HAP CONTRACT, AND START RECEIVING PAYMENTS

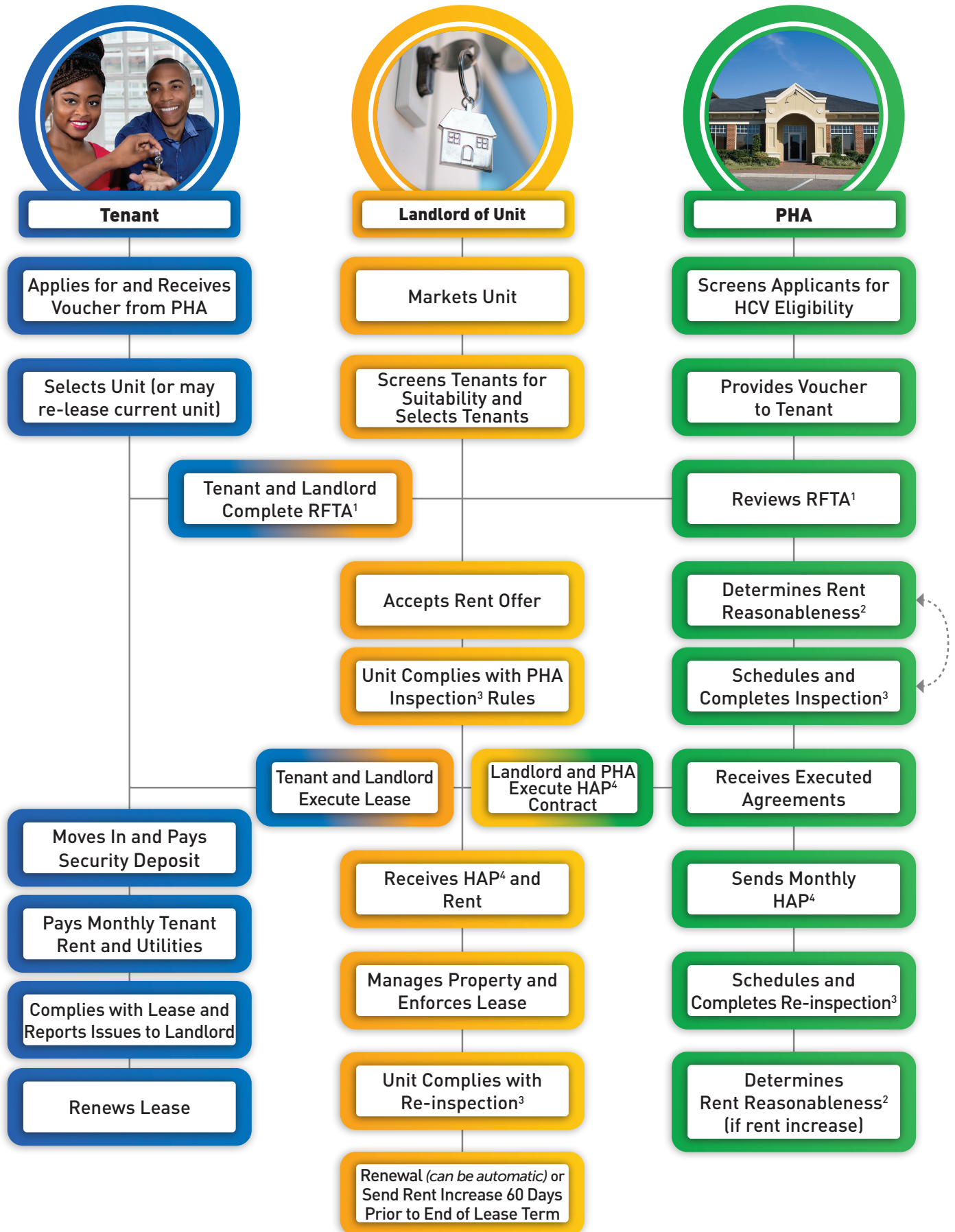
Once you and the tenant sign a lease and you submit the signed lease to your local PHA, you will receive a HAP contract from the PHA to sign. Once the HAP contract between you and the PHA is executed, you will begin to receive monthly HAPs from the PHA and the remainder of the rent payment from the tenant.

Resources

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord

Housing Choice Voucher Program

General Lease-Up Process for Landlords, Public Housing Authorities (PHAs) and Tenants



Endnotes

¹ Request for Tenancy Approval (RFTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:

- The unit is eligible;
- The unit has been inspected by the PHA and meets [Housing Quality Standards \(HQS\)](#);
- The lease includes the tenancy addendum;
- The rent charged by owner is reasonable; and
- For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share ([24 CFR 982.508](#)).

In addition, the PHA must not approve:

- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under [2 CFR part 2424](#).
- If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
- Other reasons as defined in [24 CFR 982.306](#).

² Rent Reasonableness: HUD regulation [24 CFR 982.507](#) requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

³ Inspections: PHA must inspect the unit leased to a family prior to the initial of the lease, at least biennially during assisted occupancy (triennially for rural PHAs), and at other times as needed, to determine if the unit meets the HQS.

Some, but not all, PHAs have additional flexibility to approve tenancy and begin paying HAP on a unit that fails to meet the HQS, provided the deficiencies are not life-threatening and/or to approve assisted tenancy of a unit before the PHA conducts the initial HQS inspection if the property has, in the previous 24 months, passed a qualifying alternative inspection. For more information on these provisions see [PIH Notice 2017-20](#).

⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

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

11. Utilities and Appliances

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

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

12. Owner’s Certifications

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

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

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

- c. Check one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

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

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

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

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n. **Confidentiality.**

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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



900 Elizabeth Miller Gardens
Staunton, VA 24401

www.StauntonRHA.org

Phone: (540) 886-3413 | Fax: (540) 885-5414
TTY/TDD VA Relay Center 711 or (800) 828-1120
Tax ID: 54-0703143



Housing Choice Voucher Section 8 Landlord Information

Owner Information

The information provided in this section must match your W-9 form. We will issue and mail your tax form 1099 to the name and address listed on your W-9 no matter what is entered below.

Business Name: _____

Owner's Name(s): _____

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

Property Management's Information (if different from above)

Business Name: _____

Contact Person(s): _____

Address: _____

City, State Zip: _____

Phone: _____

Email: _____



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Tax ID: 54-0703143



Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize Staunton Redevelopment & Housing Authority to initiate automatic deposits to my account at the financial institution named below. I also authorize Staunton Redevelopment & Housing Authority to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold Staunton Redevelopment & Housing Authority responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Staunton Redevelopment & Housing Authority receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form.

Account Information

Name or Business Name on Account: _____

Name of Financial Institution: _____

Routing Number: _____

Checking

Savings

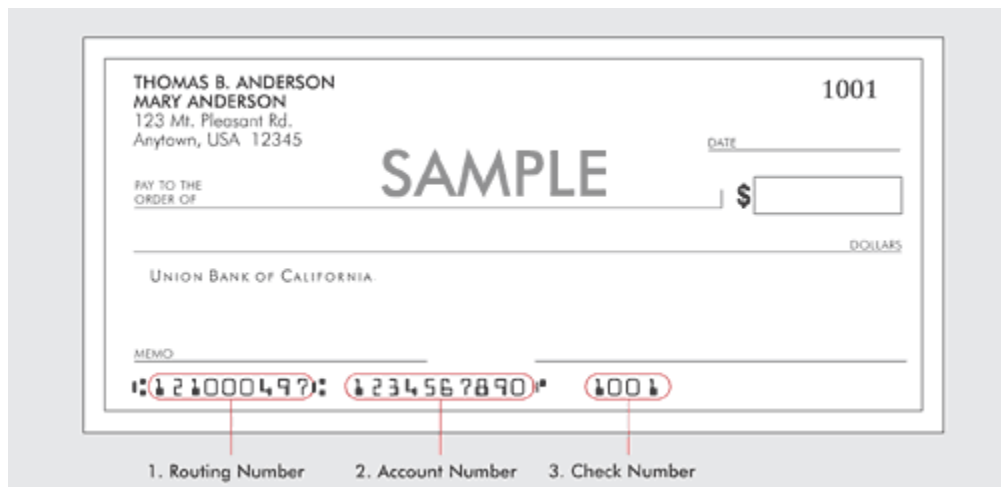
Account Number: _____

Signature(s)

Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint): _____ Date: _____

Please attach a voided CHECK. Some deposit slips do NOT have the correct routing number.



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
	2	Business name/disregarded entity name, if different from above.
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions.
	6	City, state, and ZIP code
7	List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Staunton Redevelopment & Housing Authority

900 Elizabeth Miller Gardens
Staunton, VA 24401
P: 540-886-3413 ext. 2
F: 540-885-5414
ahutchens@stauntonrha.org

LANDLORD LIST SIGN UP SHEET

Please complete this form if you are interested in leasing your property(ies) to our Section 8 families. Your information will be added to the list they are given when they receive their voucher to give them a boost in their search.

Landlord or Complex Name: _____

Phone Number: _____ Put on LL List?: Yes No

Landlord Email: _____

City(ies)/Town(s) where property is located: _____

Additional Information for SRHA (not put on Landlord List):

Unit information:

<u>Address</u>	<u>Unit Type</u>	<u># Bedrooms</u>	<u># Baths</u>

Staunton Redevelopment & Housing Authority does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24CFR, part 8 dated June 2, 1988),

Executive Director
900 Elizabeth Miller Gardens
Staunton, VA 24401
Phone: (540)866-3413
Virginia Relay Service 1-800-828-1120 (TDD) or 1-800-828-1140 (voice) for hearing-impaired inquiries

