

# WAKEFIELD HOUSING AUTHORITY



## OWNER'S GUIDE TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

*"Become a partner in bringing sunshine into lives of low-income families through our community"*

# **WELCOME TO THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

Dear Owners/Managers:

Thank you for your interest in the Wakefield Housing Authority's (WHA's) Section 8 Housing Choice Voucher (HCV) Program. This guide to policies, procedures and regulations governing the program is presented as a tool to assist you as you consider establishing a working relationship with our organization.

The rules and regulations for the Housing Choice Voucher (HCV) Program are determined by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR 982. If you are a rental property owner or manager, this handbook will assist you in understanding how the program works. The success of the program depends on the local contracts with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in our community rely on owners like you who are willing to participate in this program.

Perhaps more than any other program operated by this agency, the Section 8 Housing Choice Voucher Program exemplifies partnerships to build stronger neighborhoods by providing housing options and professional services for eligible residents and owners

Approximately 300 private property owners and management agents are currently working with the Section 8 HCV Department to provide privately-owned and operated housing to low-income families throughout Massachusetts under contract with the Wakefield Housing Authority. WHA provides monthly rental assistance payments directly to the owners or agents via automated direct-deposit, filling the gap between what a family can afford to pay and the actual rental amount.

All families holding a Section 8 Housing Choice Voucher and owners participating in the program are subject to federal rules and regulations as well as compliance with WHA's policies and procedures. It is our responsibility to enforce these to assure program compliance. At the same time, we have established the goal of balancing compliance with customer service and will make every effort to assist you in understanding your role and responsibilities.

We look forward to your partnership in WHA's mission to provide affordable housing to low-income families throughout Massachusetts.

Sincerely

Stephanie Gallo  
Director of leased Housing  
Wakefield Housing Authority

# Chapter 1: The Section 8 HCV Program Overview

## Overview:

The Section 8 Housing Choice Voucher Program (HCVP) is the federal government's major program for assisting very low-income families, including the elderly and the disabled to afford decent, safe and sanitary affordable housing in the private market. Housing assistance is provided on behalf of the individual or family. Participants are able to find their own housing including single-family homes, town houses and apartments. The participant is free to choose any housing type that meets the requirements of the program, as long as the unit meets HUD's housing quality standards (HQS) and rent reasonableness test.



Throughout this Guide, "Section 8 Program" or "Voucher Program" may be referenced as HCVP for simplification.

Housing Choice Vouchers are administered locally by public housing agencies (PHA). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. A family that is issued a housing voucher is responsible for finding a suitable housing unit of their choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety as determined by the WHA. A housing subsidy is paid directly to the landlord on behalf of the participating family. The family is responsible for paying the difference between the actual rent charged by the landlord and the amount subsidized by the program.

### **Section 8 Voucher Program owners help to:**

- Maintain housing stock in the region;
- Foster upward mobility for low-income families;
- Foster stability in neighborhoods;

### **The PHA will disapprove the owner for the following reasons:**

- HUD has informed the WHA that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the WHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed the WHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- The owner has had more than three units under abatement or HAP contract cancelled due to non-compliance.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The WHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, if the unit meets their needs.

- In cases where the owner and tenant bear the same last name, the WHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a Housing Assistance Payment contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the Housing Quality Standards (HQS) for units leased under the tenant-based programs or leased under any other Federal housing program.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 HCV or any other federally-assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any family member of that household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the WHA or other employees or other persons engaged by the management of the WHA;
  - 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;
  - Is involved in drug related criminal activity or violent criminal activity; or
  - The owner has collected side-payments from residents not approved by the WHA.

**The Section 8 Housing Choice Voucher Program is a three way partnership among the WHA, the tenant and the owner/landlord of the unit:**

**WHA's Responsibilities:**

- Determines family eligibility for the Section 8 HCV Program participation.
- Explains Program Rules and issues the voucher.
- Approves units and lease.
- Reviews and approves rental amounts for each unit.
- Determines family eligibility annually.
- Inspects subsidized units prior to the contract effective date and annually thereafter.
- Conducts special inspections.
- Ensures owners and families comply with program rules.
- Provides families and owners with prompt, professional service.
- Calculates family share of the rent and the Housing Assistance Payment (HAP).
- Issues Housing Assistance Payments (HAP) in a timely manner.
- Establishes utility allowances and payment standards.

**Owner Responsibilities:**

- Screen families who apply to determine suitability as renters.
- Comply with Fair Housing laws.
- Maintain the housing unit by making necessary repairs.
- Comply with the terms of the HAP Contract.
- Collect the rent due from the family and comply with and enforce the lease.

Provide WHA with copies of all notices served to the tenant, including any judgments or summary of evictions.



**Family Responsibilities**

- Provide WHA with complete and accurate information.
- Locate the unit and submit all required documents for processing "prior" to the voucher expiration date.
- Pay required deposits to owners.
- Attend all required appointments, including allowing staff to inspect the unit annually.
- Abide by the terms of the lease.
- Pay rent on time and maintain and take care of the housing unit.
- Provide any appliances that are not furnished by the owner.
- Ensure utilities are paid that are not furnished by the owner.
- Be responsible for damages to the unit or premises beyond normal wear and tear.
- Abide by HUD's Family Obligations and any other program requirements of WHA.
- Not move any unauthorized persons into the unit.
- Not move from the unit before providing a written 30-day notice to the owner and WHA.
- Notify WHA in writing of all changes in income & family composition.

## **“Our Three-Way Partnership” Chapter 2: Five Easy Steps to Becoming a Section 8 Housing Choice Voucher Landlord**

As a participating owner in the Section 8 Housing Choice Voucher Program, you are required to maintain your rental unit in compliance with local housing codes as well as Federal Housing Quality Standards (HQS) guidelines. It is the owner's responsibility to screen and select a tenant, execute the lease, execute the Housing Assistance Payment Contract, collect a security deposit (which cannot exceed one month's rent to owner) and collect the family's portion of the rent.

### **Become a Section 8 HCV Landlord in 5 Easy Steps:**

1. Owner/Landlord finds Section 8 Housing Choice Voucher Program participant. List your unit at our office and/or GoSection8.com
2. Owner/Landlord approves participant and completes the Request for Tenancy Approval (RTA) packet; reviews the voucher to ensure it has not expired; screens prospective tenant to ensure suitability; provides WHA with a recorded deed and signs lease “without” an effective date and direct deposit form (ACH) for payments after contract execution.
3. WHA approves tenancy which includes a determination that the rent does not exceed 40% of the family's adjusted income; determines that the unit rent is reasonable; and ensures the unit has an initial HQS inspection within 10 calendar days of the RTA submission date. Utilities must be on prior to the inspection.
4. Housing Assistance Payment (HAP) Contract is signed by the owner at the HQS Inspection (unless the unit does not pass its inspection). The lease effective date “must” match the effective date of the HAP contract per HUD regulations and shall be filled in at the time of the HQS passed inspection or the date the tenant takes possession of the unit, whichever is later. The HQS Inspector shall return the forms to the assigned case worker to ensure the contract is signed for payment. This system ensures the owners/managers never have to come into WHA unless they prefer to bring in RTA documents themselves. If so, they should call our office to make an appointment with the assigned case worker.
5. Housing Assistance Payments are made on the 1st or 15th of each month. Contracts that have been signed by both parties (WHA and the Owner) and all other required documents received by WHA, including required documents from the tenant no later than 5 business days “prior” to the 1st or 15th will be paid on the next scheduled check run. If this deadline is missed, the first payment will be made on the next check run date effective the later of the date the unit passed HQS inspection or the date the tenant takes possession of the unit. **All payments are made via automatic direct deposit.** Vendor payment ledgers are available on [www.HMSforweb.com/pal](http://www.HMSforweb.com/pal)



## Step 1: Finding a Section 8 Voucher Program Participant

A family must locate a housing unit that meets Housing Quality Standards. The rent must be deemed "reasonable" by WHA and acceptable to the owner.

**VOUCHER** PAGE 1 OF 2

**Voucher**  
Housing Choice Voucher Program

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

OMB No. 2527-0046  
(Rev. 9/2005)(2)

Public Reporting Burden for this collection of information is estimated to average 0.05 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0160-0047), Washington, DC 20503.

Assurance of confidentiality is not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1961 (42 U.S.C. 1437f). This information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**PLEASE PRINT OR TYPE (Do not print in cursive)**

1. Family Name (Last, first, and middle initial) (Print or type name of family to be assisted by the voucher.)	2. Voucher Number
3. Date Voucher Issued (mm/dd/yyyy) (Print actual date the voucher is issued to the family.)	4. Issue Date (mm/dd/yyyy)
5. Date Voucher Expires (mm/dd/yyyy) (Print actual date the voucher expires.)	6. Expiration Date (mm/dd/yyyy)
7. Date Voucher Expires (mm/dd/yyyy) (Print actual date the voucher expires.)	8. Date Voucher Expires (mm/dd/yyyy)
9. Name of Family Representative (Print name of family representative.)	10. Signature of Family Representative (Print name of family representative.)
11. Name of Public Housing Agency (PHA) Southern Nevada Regional Housing Authority	12. Signature of PHA Official (Print name of PHA official.)

**C. Housing Choice Voucher Program**

A. The public housing agency (PHA) has determined that the above named family (item 1) is eligible to participate in the housing choice voucher program. Under the program, the family chooses a decent, safe, and sanitary place to live. If the family agrees to live in a unit, the family under the housing choice voucher program, and if the PHA approves the choice, the PHA will contract with the family to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and the family's monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the voucher is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. **Voucher**

A. When issuing this voucher the PHA expects that if the family finds an approved unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not guarantee any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in having a unit at such intervals and times as determined by the PHA.

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

A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (see the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Notes: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**

B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

C. The lease must include, word for word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

Form HUD-62468 (7/2000)  
net. Handbook 7420.8

Page 1 of 2

You may register your unit with WHA by placing it on our Landlord Unit Listing. All units are kept on the list for 60 calendar days before they are removed. You must call in to have your unit re-listed. Be advised that WHA provides its Landlord Listings to all clients issued a voucher but does not refer any client to any specific unit. The family who is interested in viewing your unit will contact you to make an appointment.

Fully accessible units for disabled clients are noted so that our disabled participants can easily identify these units. Please advise us if your unit is fully accessible for disabled clients when listing your unit.

We also have an automated system called Go Section 8. The link is on our website. This system is very useful to voucher holders as it search time. When you first see a family, you should ask to see a copy of their voucher.



WHA will issue a voucher to the family for a specific period of time. The owner is responsible to check the expiration date on the voucher. In addition, the owner should check the actual size of the unit.

Housing Quality Standards generally allow no more than two (2) persons per sleeping room. Tenants can lease larger units if the rent does not exceed 40% of their adjusted income and the rent is reasonable.

For a unit to be approved, it must meet the following requirements:

- The rent for the unit must be appropriate for the unit type, size, condition and location of the unit. Must pass our "rent reasonableness test".
- The unit must pass HQS Inspections.
- The landlord must be willing to enter into a contract with WHA and comply with program rules.
- The owner "must" provide WHA with a recorded deed and signed lease (without effective dates) at the time the RFTA is submitted.
- The tenant's portion of the rent cannot exceed 40% of their monthly adjusted income.
- The owner must provide a VOID check and complete the ACH form for direct deposits of subsidy payments.

7

## Step 2: Owner/Landlord Approves Participant

**The owner is responsible for screening and selecting a suitable family for tenancy. WHA certifies that the family is eligible to receive Section 8 Voucher assistance.**

The owner should generally use the same screening procedures used for non-subsidized tenants. The owner is under no obligations to lease to a family with a Section 8 Voucher. However, the owner may not discriminate against any prospective tenants on the basis of age, race, creed, color, sex, religion, disability, national origin or familiar status. With written consent from the tenant, WHA will provide the prospective landlord with names and phone

numbers of current and previous landlords, if available. The owner should review the family's voucher for expiration date and bedroom size approval. It is the landlord's responsibility to complete the Request for Tenancy Approval (RFTA) packet and submit it along with a copy of a "signed lease without effective dates" and a recorded deed to WHA for approval.

The HUD Tenancy Addendum shall be attached to all leases. The HAP Contract; Drug Free Addendum, Lead-Based Paint and Pro-rated form will be brought to the Inspection for signatures by the owner or their authorized representative to save them from coming into the office and/or delaying payments. If the tenant is currently residing in another subsidized unit, a written 30 day notice must be provided to the owner and WHA. An HQS inspection will be scheduled within 10 calendar days of WHA receiving the RFTA packet if it is complete and the asking rent is reasonable and below 40% of the prospective tenant's income per HUD requirements. Utilities must be on prior to the inspection being scheduled.

A landlord shall permit, upon request, and at the expense of a person with a disability, reasonable modifications necessary to afford the person with a disability full enjoyment of the housing accommodation.

### **Step 3: WHA Approves and Unit Passes HQS**

#### **Action Before Lease Term**

***The following must be completed prior to the beginning of the initial term of the lease for a unit:***

- The WHA has inspected the unit and determined it satisfactory to HQS guidelines.
- The WHA has determined the landlord has established a reasonable rent.
- The security deposit cannot exceed one month's rent to owner.
- The WHA has approved leasing the unit in accordance with program requirements.
- The landlord and the tenant have executed the lease.
- When the gross rent exceeds the applicable payment standard for the family, the WHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

#### **Lease Review**

WHA will review the lease, particularly noting the qualifications of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Tenancy Approval. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed. WHA shall provide the HUD Tenancy Addendum.

#### **The Lease Must Specify:**

- Owner and tenant's names that will reside in the unit.
- The address of the rental unit (including apartment number, if applicable).
- The amount of monthly rent due to the owner.
- The utilities and appliances to be supplied by the owner.
- The utilities and appliances to be supplied by the family.



## Unit Approval

All units must pass a Housing Quality Standard (HQS) inspection prior to the execution of the Housing Assistance Payment Contract. Thereafter, the unit must also pass an annual HQS inspection.

WHA encourages owner participation in the HQS inspection. When the unit passes the HQS inspection, WHA will approve the unit for assistance at the rent WHA determines reasonable.

Payments cannot cover a time period prior to both the unit passing an inspection and the tenant taking possession of the unit. If the unit does not pass the initial inspection, a second inspection will be scheduled within 30 days. If the unit does not pass HQS within 30 days or WHA staff cannot schedule an inspection because the unit is not ready, our participant will be issued another RTFA (if they have time remaining on their voucher) to locate another unit; and your original RTFA will be cancelled. An HQS inspection sample checklist is provided in the back of this guide for your review.

### **Step 4: HAP Contract and Lease Are Signed**

If the unit passes the HQS inspection and the rent is deemed reasonable by WHA and acceptable to the owner, then WHA will offer the owner a Housing Assistance Payment Contract (HAP Contract) and the owner is free to execute their lease by filling in the effective dates. WHA assigned staff shall bring the lease, the contract and all other required forms to the initial inspection for signature. The staff shall return these documents to the WHA case worker to complete the process for payments; and mail you a copy within five days of final signature and verification that all required documents have been received (including verification or documents from the tenant.)



The **“Rent to Owner”** is the complete monthly rent payable to the owner under the terms of the lease including HAP Payment and Tenant Rent.

**Housing Assistance Payment** is the amount payable monthly by the WHA. Generally, Tenant Rent is no more than 40% of their adjusted monthly income minus a utility allowance for tenant paid utilities.

To determine if the rent proposed by the owner is reasonable, WHA is required to compare the proposed rent to the rent charged for comparable “unassisted” or unsubsidized units in the immediate area of the selected unit. WHA will compare size, year built, type, location, quality, and amenities with comparable rental units in the same neighborhood. We compare units in the same census tracts when available, if not then the same zip code.

**Housing Assistance Payment (HAP) + Family Rent to Owner = Rent to Owner**  
(portion paid by WHA) (portion paid by family) (total monthly rent)

WHA will not authorize the family to move during the first year of the lease without WHA's “prior” approval. This includes moving from one unit to another even in the same complex. WHA is required to inspect ALL units prior to making payments and execute a HAP Contract for each unit before making payments. After the first year of the lease, the family may terminate tenancy in accordance with the terms of the lease.

A written 30-day notice MUST be provided to both the owner and the WHA "prior" to moving from the unit. All new leases and revised leases are subject to WHA approval. WHA will only approve the termination of a HAP during the first year as a reasonable accommodation (RA) requested by the participant. Verification is needed from a medical professional that an accommodation will assist the disabled participant after WHA approves an RA, then the owner may sign a mutual recession. WHA, under no circumstance, can require the owner/ manager to terminate a lease for this reason but will send a mutual rescission form for your consideration after we approve the request. If you decide not to terminate the lease, the participant will not be allowed to move until the lease ends. DO NOT sign mutual rescissions "prior" to WHA's approval.

## **HUD TERMS USED FOR RENT DETERMINATION:**

### **Utility Allowance**

A utility allowance is the estimate of the average monthly tenant paid utilities for a household. If utilities are included in the rent, there will be no allowance. Allowances vary by unit size; type of utility and location.

### **Fair Market Rent (FMR)**

Figures determined by HUD and represent the mid-range value for rents in the area according to bedroom size.

### **Payment Standards**

Payment standards are determined by WHA using HUD's Fair Market Rents. WHA's board approves these annually.

### **How Section 8 Determines Rent:**

- The owner requests what he or she charges for rent for the unit when no subsidy is involved, "rent to owner".
- Section 8 compares that figure to similar units in the same neighborhood to determine whether the requested rent is reasonable.
- This figure is compared against the "payment standard," or the maximum amount the voucher can pay for a family according to bedroom size for which the family has qualified.
- The WHA pays the lesser of the gross rent or payment standard minus 30% of the family's monthly adjusted income in the first year of contract.
- Participants cannot pay more than 40% of their adjusted income toward rent and utilities in the first year. If the rent for the unit and the participant's income are such that the participant would be paying more than 40%, the participant must find a unit that charges a lower rent; or the landlord may reduce the "rent to owner".

### **Step 5: Housing Assistance Payment (HAP) to Owners**

Once the HAP Contract and the lease are signed, WHA will make the initial payment, via automated deposit and will continue to make monthly payments to the owner as long as the family continues to meet eligibility criteria; the unit qualifies under the program and the unit

remains in compliance with HQS. WHA will make Housing Assistance Payments directly to the owner via automatic direct deposits. The owner is responsible for collecting the family's portion of the rent. You are required to submit a void check (if you want deposits made into a checking account) and/or complete our direct deposit form. If you do not want to have your prospective tenant bring these documents, please bring the documents into our office, fax or mail them. Your delay will result in a delay of your payment. If you require a monthly ledger for accounting purposes, please go to [www.HMSforweb.com/pal](http://www.HMSforweb.com/pal)

Please be advised that if WHA should ever overpay you, we will recapture these funds as allowed by HUD. Any overpayments shall be recovered from either other future payments or by direct payment from you. Efforts to recapture overpayments shall include, if required, sending our debt to a collection agency or putting a lien on your property. You cannot keep funding paid for any month after the month a tenant moves out of the unit, even when they fail to give you proper notice! (24CFR 982.453 (b).)

### **Chapter 3: Annual Requirements of the Section 8 Voucher Program**

**HUD requires that the following events take place annually:**

#### **1) Annual Re-certification**

The family must be re-certified annually to determine continued eligibility for the program and the correct level of assistance based on income and family composition. Both the owner and tenant will receive written notice of any change in the Tenant Rent or Housing Assistance Payment.

#### **2) Annual Housing Quality Standards Inspection**

Housing Quality Standards (HQS) represent minimum nationwide standards

HQS INSPECTION CHECKLIST	
Listed below are the most common reasons that units fail HQS inspections. Please look your unit over carefully before the scheduled inspection date. AMHA will not enter into a HAP contract with you until the unit passes an HQS inspection.	
The 9 areas that will be reviewed for HQS are as follows:	
1. Living Room	
2. Kitchen	
3. Bathroom	
4. Other Rooms Used for Living	
5. Secondary Rooms (not used for living)	
6. Building Exterior	
7. Heating and Plumbing	
8. General Health and Safety	
9. Paint Condition.	
—	All ceilings, walls and floors must be strong, sturdy and in their permanent position.
—	A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms. If any family member has hearing loss,

established by HUD for decent, safe and sanitary housing. The unit must be inspected and meet HQS at least annually. The inspections generally occur every ten months as the "annual" requirement is to inspect the unit "before" a full year passes since the last HQS inspection. However, an inspection may occur more frequently if a life-threatening violation is reported or the participant requests a special inspection due to your failure to make repairs.

If the unit fails an HQS inspection, the owner must take corrective action within a specified period of time, unless WHA approves an extension. Extensions can only be approved in writing by the HQS Supervisor or his/her supervisor.

If the corrective action is not taken, WHA will abate (stop) the HAP payment. If a HQS violation is life threatening as defined within the

Section 8 HCV Administrative Plan, the owner must correct the defect within 24 hours. If

repairs are not made on the 24 emergency items, WHA will abate the HAP payment and terminate the HAP contract. For non-emergency initial default notice date starts the 30 day clock. If it is determined that the family caused the HQS deficiencies, corrective action by the family must be taken within 30 days, unless WHA approves an extension. If corrective action is not taken, WHA may terminate the family's assistance.

Families must also correct emergency items, such as utilities being off, within 24 hours, if they are responsible for said utilities in the lease and HAP.

If a unit is in non-compliance with HQS inspections for items that are the responsibility of the owner, the HAP contract will be terminated.

### **Special Inspections**

Tenants can request a special inspection after requesting work to be done by the owner when the work is not completed in a timely manner. The owner should notify WHA and “enforce their lease” for tenant caused violations of HQS, including no utilities in the unit.

### **Abatement Means “Stopping HAP Payment”**

If at any time it is determined that the unit does not meet HQS, WHA will notify the owner in writing and provide a reasonable period of time to make repairs. If the repairs are not made within the specified time period, WHA is required to abate (stop) HAP payments. If a payment is abated, the family is still required to pay “their” portion of the rent only. WHA will not make the HAP payment and federal law prohibits you from evicting your tenant due to the Housing Authority’s failure to make its portion of the rent. Please ensure repairs are made timely so that this situation never occurs.

If the unit is abated, HAP payments will not resume until repairs are made and verified completed at a re-inspection. This means there will be no retroactive payments for the period of

time for which the unit has been under abatement for non- compliance with HQS.

### **Local Housing Codes**

If WHA received notice from a municipality that a unit is in serious violation of a housing code, WHA will proceed with a Special Inspection. If documented deficiencies are not corrected within the time allotted by WHA, the unit will be abated. If an HQS breach is life threatening, the owner must correct the defect within 24 hours.

### **Rent Adjustments**

1. The owner may not increase the rent during the first twelve (12) months of the lease.
2. After the first year of the lease and annually thereafter, the owner may request a rent adjustment.
3. Requests for rent adjustments must be made to WHA in writing at least 60 days prior to the contract anniversary date.
4. All increases in rent must be deemed “reasonable”.
5. WHA will provide written notice to both the landlord and the family of any adjustments to the HAP payments or the family's contribution.

## Chapter 4: Lease and HAP Contract Termination

*The owner's approved lease and HAP Contract run concurrently. Therefore, if the assisted lease ends, the HAP Contract ends; and if the HAP Contract ends, the owner's assisted lease ends. Please ensure you read the terms of your HAP contract. A sample HAP Contract is attached at the back of this guide for your reference.*

### **The HAP Contract Terminates if:**

#### **The Owner Evicts the Family**

The landlord may evict the family only by instituting a court action. The owner must give the family written notice of grounds for eviction at or before commencement of the eviction action. The owner must give WHA a copy of any eviction notice or lease terminations given, including any Summary of Evictions signed by a judge, even after the family has moved from the unit.

#### **The Family Terminates the Tenancy**

The family may terminate the tenancy at any time after the initial term of the lease by providing the owner with a 30-day notice. This notice must also be provided to WHA "prior" to the family moving from the unit. The initial term of the lease cannot be less than one year. If the family signs a new 1 year lease, the same rules apply.

#### **The Family Moves from the Unit**

After the first year of the lease, WHA will allow a family to move if they have not already entered into a new lease at their current residence. Upon request, a family will be issued a voucher to move, if WHA has received a written 30-day notice that the participant has provided to the owner/manager. Housing payments will only be made while the family is living in the contract unit.

**YOU ARE RESPONSIBLE FOR NOTIFYING WHA IF THE FAMILY MOVES OUT WITHOUT WHA'S APPROVAL AND RETURNING ANY OVERPAYMENTS. PLEASE NOTIFY OUR OFFICE IF THERE IS A DEATH OF OUR PARTICIPANT.**

#### **WHA TERMINATES THE FAMILY ASSISTANCE**

WHA will provide both the owner and the family with advance written notice when the family is being terminated from the program. When the family is terminated from the Section 8 Voucher Program, the HAP Contract automatically terminates and the tenancy then becomes "unassisted".

## Chapter 5: Lead-Based Paint Regulations

***Lead-Based paint rules apply to all housing constructed before 1978.***

All tenants must be provided with a copy of the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home." This document, EPA 747-K-9401 is available through the Government Printing Office. WHA will provide this form for our clients.

The owner and the family must complete and sign a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" form. This form must be kept on file by the landlord for at least three (3) years. The owner is required to disclose any known lead-based paint hazards to the family.

### **Conditions Requiring Clearance Testing**

Testing for lead is required if all three of the following conditions exist:

- Unit was constructed before 1978; and
- A child under the age of 6 is living in the unit or routinely at the unit, or there is a pregnant occupant; and
- Defective paint, e.g. chipping, peeling, chalking, flaking paint or clear finish.

During inspections, all units with deteriorated or damaged paint, meeting the above conditions, will be assumed to have lead-based paint (LBP) unless the paint has been tested and deemed lead free by a licensed Lead Inspector or Risk Assessor. All deteriorated paint must be stabilized by properly trained persons. Stabilization must be completed before the unit is occupied, or within the time allotted by WHA.

## Chapter 6: Avoid These Common Owner Violations

***In order to avoid the most common program violations, an owner should:***

- Always maintain the unit in accordance with HQS standards.
- Never accept HAP payments from WHA for a vacant unit.
- Never demand or accept "side" payments from a family.
- Provide staff with all new leases and notices.

Note: If you want to change who is responsible for any utilities, this action requires a new lease, new inspection and contract. A side payment is any money paid by the tenant to the owner for rent that is not in the approved contract "rent to owner". This includes payment for utilities not specified as a tenant responsibility. Utilities must be paid in accordance with the lease and contract terms. If WHA verifies that you are accepting side-payments, you will be barred from participating in this program and the tenant will be terminated from the program.

### **Change of Ownership**

As a provision of the HAP Contract, the owner may not assign the contract to a new owner without our prior written consent by WHA. Therefore, you must notify WHA as soon as it is sold. Your WHA representative will provide you with required forms to complete when the ownership or management of a property changes and the new owner wants to continue the contract. The new owner shall assume all the requirements of



the HAP and must submit a recorded deed and other documents “prior” to the transfer of payments. Be prepared to provide the new owners contact information and all other pertinent information requested to document the change. If you accept payments after the unit has been sold, HUD requires that you return those payments immediately to the Housing Authority. The new owner cannot request an increase in rent until 60 days prior to the anniversary date of the existing contract.

## **Chapter 7: Sample of HUD and Section 8 Program Forms**

Special Note:

### **DO NOT USE THE FORMS DIRECTLY FROM THIS GUIDEBOOK**

The forms included in this guidebook are provided for reference only. Section 8 HCV staff will provide you with original, updated documents. Forms are subject to change by HUD and/or WHA.

Remember, you **MUST** complete and submit our direct deposit forms as all owners are required to participate in our Direct Deposit Program. Enrolling in this program allows for timely payments and decreases the odds of HAP checks being lost in the mail, as well as fraud.

WHA is committed to providing excellent service to participating Section 8 HCV Program families and property owners. The success of this program relies on WHA being able to contract with property owners and managers who offer quality, affordable housing.

If you have questions regarding the Section 8 Voucher Program, please call our office at (781)245-7328

Please notify us in writing if your mailing address or phone number changes immediately, once you sign a contract! Our agency publishes a quarterly Landlord Newsletter to keep you informed of new regulations and policies. The IRS also requires WHA to mail you a 1099 form, therefore you must inform us of any address changes. Please ask your staff to forward these to your attention to read. There is helpful information in the newsletters that will ensure a wonderful partnership among our owners, staff and participants.

## HQS Inspection Tips

Listed below are the most common reasons that units fail Housing Quality Standard (HQS) Inspections. Please pre-inspect your unit carefully before the scheduled inspection date. WHA will not enter into a HAP Contract with you until the unit passes an HQS Inspection.

### 9 areas will be reviewed for HQS:

- Living Room
- Kitchen
- Bathrooms
- Other Rooms Used for Living
- Secondary Rooms (not used for living)
- Building Exterior
- Heating and Plumbing
- General Health and Safety
- Paint Condition

\_\_\_ All ceiling, walls and floors must be strong, sturdy and in their permanent position.

\_\_\_ A working smoke detector with a live battery must be installed on every level of the unit, including the basement and outside of sleeping rooms. If any family member has hearing loss, a smoke detector for the impaired must be installed.

\_\_\_ The entire unit, inside and outside, including window frames, must be free of cracking, scaling, peeling, chipping and loose paint. THIS HELPS PREVENT EXPOSURE TO POSSIBLE LEAD-BASED PAINT HAZARDS.

\_\_\_ Every room used for living must have either two working outlets or one working outlet and a permanently installed light fixture. At minimum, each bathroom must have a permanently installed light fixture.

\_\_\_ All light switches and outlets must have secured plate covers installed.

\_\_\_ All windows and doors must be weather-tight and secured when closed.

\_\_\_ All windows and doors that are accessible from the outside must have sturdy working locks.

\_\_\_ All operable windows must have a mechanism to secure them when open and lock them when shut.

\_\_\_ Every bedroom must have at least one operable window for ventilation.

\_\_\_ If the unit has third floor sleeping rooms, and if the family is eligible to use this area for sleeping, the owner must provide a safe method of escape in case of fire. (for example; a chain ladder)

\_\_\_ If there is a bedroom with a toilet that is not hooked up to water or sewer lines, it must be repaired prior to occupancy. If the toilet is removed, the drain must be sealed to prevent rodents and sewer gases from escaping into the unit.

\_\_\_ The bathroom must have either an operable window or an exhaust fan for ventilation.

\_\_\_ The hot water tank pressure release valve must have a discharge line extending down within six inches from the floor.

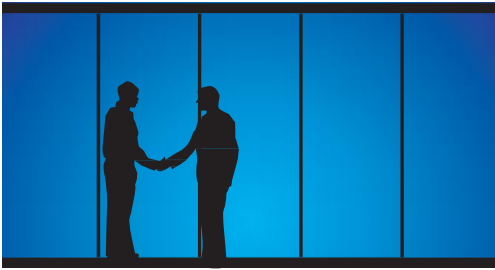
\_\_\_ The flue pipes leading from the furnace and hot water tank must be sealed where they enter the chimney. Also check to ensure that the flue pipes connected to the furnace and hot water tank are properly installed.

\_\_\_ Every room used for living must have adequate heat source. If the source is gas, it must be vented to the outside. If the source is electric it must be permanently installed and controlled by a separate thermostat.

\_\_\_ The unit must be free from any accumulation of garbage and debris, both inside and outside.

\_\_\_ The owner must provide "refuse disposal". These facilities include trashcans with covers, garbage chutes, dumpsters with lids or trash bags, provided they are approved by your local Health and Sanitation Department.

\_\_\_ Units must not have tripping hazards, such as broken tiles or ripped carpets.



WHA is committed to providing excellent service to participating Section 8 Program families and property owners. The success of this program relies on WHA being able to contract with property owners and managers who offer quality, affordable housing

**If you have questions regarding the Section 8 Housing Choice Voucher Program, please call our office at (781) 245-7328.**

WHA is open for business Monday – Friday from 8 am – 4:15 pm.

Appointments are required and shall ensure you have a shorter waiting period. Please contact your prospective tenant's case manager with questions once you complete a RFTA or have an approved tenant for your unit. For general information, please contact WHA Section 8 Director of Leased Housing prior to becoming a Section 8 Housing Choice Voucher Landlord.

***“All rental property owners are subject to federal and local laws that prohibit discrimination in housing”***



*The Wakefield Housing Authority (WHA) does not discriminate on the basis of disability, race, color, religion, age, national origin, familial status or sexual orientation. Our agency provides reasonable accommodations to disabled applications and participants to ensure programs and services are accessible. If you need a reasonable accommodation, please submit your request in writing to WHA at 26 Crescent Street, Wakefield, MA 01880*

WAKEFIELD HOUSING AUTHORITY  
26 CRESENT STREET  
WAKEFIELD, MA 01880

telephone 781-245-7328

fax 781-245-5136

[www.WakefieldHousing.org](http://www.WakefieldHousing.org)

E-MAIL us at: [Wakehaslg@rcn.com](mailto:Wakehaslg@rcn.com)

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

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0169  
Exp. 09/30/2017

---

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

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

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

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

**b Utilities and appliances**

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

**c Criminal activity or alcohol abuse.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### 13. Prohibition of Discrimination

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

### 14. Conflict with Other Provisions of Lease

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

### 15. Changes in Lease or Rent

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

### 16. Notices

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

### 17. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

SAMPLE

# 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. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant 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 voucher assistance.

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

## 11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

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

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

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

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

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

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

Print or Type Name of Owner/Owner Representative

Print or Type Name of Household Head

**SAMPLE**

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

# Inspection Form

## Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 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.

**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 the 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.

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).  
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

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

### A. General Information

Street Address of Inspected Unit

City County State Zip

Name of Family Current Telephone of Family

Current Street Address of Family

City County State Zip

Number of Children in Family Under 6

Name of Owner or Agent Authorized to Lease Unit Inspected

Telephone of Owner or Agent

Address of Owner or Agent

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:(Specify)

SAMPLE

## B. Summary Decision on the Unit

(to be completed after the form has been filled in)

### Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

**Unit Size:** Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

**Year Constructed:** Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

**Number of Sleeping Rooms:** Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

### C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

**Important:** For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

## 1. Living Room

### 1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

### 1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

### 1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

### 1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

### 1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

## 1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

## 1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

## 1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

## 1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

SAMPLE



## 1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>1.1 Living Room Present</b>	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.2 Electricity</b>	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>1.3 Electrical Hazards</b>	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>1.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.5 Window Condition</b>	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

SAMPLE

**Additional Comments:** (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

## 2. Kitchen

### 2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

### 2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

#### 2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

#### 2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

### 2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light - a condition that should be noted, but does not fail.) If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

### 2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

### 2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

### 2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable. If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

## 2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>2.1 Kitchen Area Present</b>	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.2 Electricity</b>	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.3 Electrical Hazards</b>	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.5 Window Condition</b>	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
<b>2.10 Stove or Range with Oven</b>	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.11 Refrigerator</b>	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.12 Sink</b>	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.13 Space for Storage, Preparation, and Serving of Food</b>	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

### 3. Bathroom

#### 3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

#### 3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

##### 3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

##### 3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

##### 3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

##### 3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

##### 3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

#### 3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

#### 3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

#### 3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

#### 3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

SAMPLE

### 3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>3.1 Bathroom Present</b> (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.2 Electricity</b>	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>3.3 Electrical Hazards</b>	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>3.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.5 Window Condition</b>	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>3.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
<b>3.10 Flush Toilet in Enclosed Room in Unit</b>	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>3.11 Fixed Wash Basin or Lavatory in Unit</b>	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>3.12 Tub or Shower</b>	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>3.13 Ventilation</b>	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

## 4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

### 4.1 Room Code and Room Location

Enter the appropriate room code given below:

#### 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 (also check presence of sink trap and clogged toilet)
- 6 = Other

**Room Location:** Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

### 4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

#### 4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

#### 4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

#### 4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

### Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

SAMPLE

#### 4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

##### 4.1 Room Location

\_\_\_\_\_ right/left/center: the room is situated to the right, left, or center of the unit.

\_\_\_\_\_ front/rear/center: the room is situated to the back, front or center of the unit.

\_\_\_\_\_ floor level: the floor level on which the room is located.

##### Room Code

- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2 Electricity/Illumination</b>	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3 Electrical Hazards</b>	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5 Window Condition</b>	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
<b>4.10 Smoke Detectors</b>	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

#### 4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

##### 4.1 Room Location

\_\_\_\_\_ right/left/center: the room is situated to the right, left, or center of the unit.  
\_\_\_\_\_ front/rear/center: the room is situated to the back, front or center of the unit.  
\_\_\_\_\_ floor level: the floor level on which the room is located.

##### Room Code

- 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 (also check presence of sink trap and clogged toilet)  
6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2 Electricity/Illumination</b>						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3 Electrical Hazards</b>						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4 Security</b>						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5 Window Condition</b>						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.6 Ceiling Condition</b>						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7 Wall Condition</b>						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8 Floor Condition</b>						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9 Lead-Based Paint</b>						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
<b>4.10 Smoke Detectors</b>						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐



#### 4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

##### 4.1 Room Location

\_\_\_\_\_ right/left/center: the room is situated to the right, left, or center of the unit.  
\_\_\_\_\_ front/rear/center: the room is situated to the back, front or center of the unit.  
\_\_\_\_\_ floor level: the floor level on which the room is located.

##### Room Code

- ☐ 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 (also check presence of sink trap and clogged toilet)  
☐ 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2 Electricity/Illumination</b>						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3 Electrical Hazards</b>						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4 Security</b>						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5 Window Condition</b>						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.6 Ceiling Condition</b>						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7 Wall Condition</b>						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8 Floor Condition</b>						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9 Lead-Based Paint</b>						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
<b>4.10 Smoke Detectors</b>						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

#### 4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

##### 4.1 Room Location

\_\_\_\_\_ right/left/center: the room is situated to the right, left, or center of the unit.  
\_\_\_\_\_ front/rear/center: the room is situated to the back, front or center of the unit.  
\_\_\_\_\_ floor level: the floor level on which the room is located.

##### Room Code

- ☐ 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 (also check presence of sink trap and clogged toilet)  
☐ 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2 Electricity/Illumination</b>						
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3 Electrical Hazards</b>						
	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4 Security</b>						
	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5 Window Condition</b>						
	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.6 Ceiling Condition</b>						
	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7 Wall Condition</b>						
	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8 Floor Condition</b>						
	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9 Lead-Based Paint</b>						
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
<b>4.10 Smoke Detectors</b>						
	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

## 5. All Secondary Rooms (Rooms not used for living)

### 5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

#### 5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

#### 5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

#### Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

## 6. Building Exterior

### 6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

### 6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

### 6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

### 6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

### 6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

### 6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

### 6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

## 5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	<b>Electrical Hazards</b> Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	<b>Other Potentially Hazardous Features</b> Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0	<b>Building Exterior</b>					
6.1	<b>Condition of Foundation</b> Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	<b>Condition of Stairs, Rails, and Porches</b> Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	<b>Condition of Roof and Gutters</b> Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	<b>Condition of Exterior Surfaces</b> Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	<b>Condition of Chimney</b> Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	<b>Lead-Based Paint: Exterior Surfaces</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
6.7	<b>Manufactured Homes: Tie Downs</b> If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

## 7. Heating and Plumbing

### 7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inconclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

### 7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

### 7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

### 7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

### 7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

**General note:** If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

### 7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

### 7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

## 7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>7.1 Adequacy of Heating Equipment</b>	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.2 Safety of Heating Equipment</b>	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.3 Ventilation and Adequacy of Cooling</b>	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.4 Water Heater</b>	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.5 Water Supply</b>	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.6 Plumbing</b>	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.7 Sewer Connection</b>	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)

SAMPLE

Comments continued on a separate page Yes ☐ No ☐

## 8. General Health and Safety

### 8.1 Access to Unit

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

### 8.2 Exits

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

### 8.3 Evidence of Infestation

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

### 8.4 Garbage and Debris

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

### 8.5 Refuse Disposal

“Adequate covered facilities” includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). “Approvable by local public agency” means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check “Inconclusive.” Contact the owner or manager for verification of facilities provided when the unit is occupied.

### 8.6 Interior Stairs and Common Halls

“Loose, broken, or missing steps” should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

“Other hazards” would be conditions such as bare electrical wires and tripping hazards.

**Housing Choice Voucher Units** If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

### 8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

### 8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check “Not Applicable.”

### 8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

### 8.10 Site and Neighborhood Conditions

Examples of conditions that would “seriously and continuously endanger the health or safety of the residents” are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

### 8.11 Lead-Based Paint: Owner Certification

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.

## 8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>8.1 Access to Unit</b>	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.2 Exits</b>	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.3 Evidence of Infestation</b>	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.4 Garbage and Debris</b>	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.5 Refuse Disposal</b>	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>8.6 Interior Stairs and Common Halls</b>	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>8.7 Other Interior Hazards</b>	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.8 Elevators</b>	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
<b>8.9 Interior Air Quality</b>	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.10 Site and Neighborhood Conditions</b>	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.11 Lead-Based Paint: Owner Certification</b>	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

**Additional Comments:** (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐



# Voucher

## Housing Choice Voucher Program

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

Office of Public and Indian Housing

OMB No. 2577-0169  
(exp. 9/30/2012)

Public Reporting Burden for this collection of information is estimated to average 0.05 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 authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. 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 voucher issuance.

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
<h1>SAMPLE</h1>		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

## I. Housing Choice Voucher Program

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

## 2. Voucher

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

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

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

### 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  9. Request PHA written approval to add any other family member as an occupant of the unit.
  10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
  11. Give the PHA a copy of any owner eviction notice.
  12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  2. Commit any serious or repeated violation of the lease.
  3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

## **5. Illegal Discrimination**

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

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

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

# SAMPLE