o Please pay attention to numbers 2 through 9. o For #11, Please list the type of utility and who will be paying for It.

o At the bottom left of page 2, Landlord, please list your name or the Business Name that the W-9 will be listed under on the left-hand side.

Participant, at the bottom right of page 2, please sign your name, list Current Address, and Include an 0 active Phone Number where you can be reached.

Thank you for partnering with the Georgia Department of Community Affairs (DCA) to provide decent, safe, and affordable housing. In an effort to decrease the time needed for processing of payments, the following are

Proposed Lease

Must Be Returned:

Dear Owner/Management Agent,

RFTA Supplement Sheet

required when submitting this package to DCA.

- o This copy should not be signed but should represent the terms and conditions proposed for review by DCA staff.
- □ W-9 (For landlord or property management company only)

o RFTA -Must be fully completed and signed by both parties.

- o Completed with Landlord/property manager Signature. (The Landlord may return this form separately.)
- □ Proof of Property Ownership
 - o Required on all properties except those greater than 4 units. Examples Include Warranty Deed, Current Tax Statement. Management Agreement required If applicable.
- **Direct Deposit** Sign-Up Sheet (For landlord or property management company only)
 - o Please provide a VOIDED check or Direct Deposit Statement. (The Landlord may return this form separately.)
- □ Landlord Understanding
 - o Landlord, please read and sign this form.

These forms are For Your Information Only and do not need to be returned:

DCA Landlord Self-Inspection Checklist

This form Is for reference on the Items that are Inspected. This is not a comprehensive list of all items inspected.

Tenancy Addendum

No signature is needed, but this does become a part of the lease.

Once the entire packet Is complete, please mail or fax to the appropriate office.

Atlanta: GA Department of Community Affairs 1875 Century Blvd NE Suite 400 Atlanta, GA 30345 Fax: 770-806-5060

Mailing Address Georgia Department of Community Affairs P.O. BOX 450329 Atlanta, Georgia 31145

Fax: 770-806-5060 rftasubmissionsnorth@dca.ga.gov Waycross: GA Department of Community Affairs 500 Alice Street Waycross, GA 31501

Fax: 912-285-6367 rftasubmissionssouth@dca.ga.gov

o Landlord, please complete this form and list all information that applies.

GEORGIA DEPARTMENT

of COMMUNITY AFFAIRS

Christopher Nunn Commissioner

Rev

10/24



Owner ID#:

n P. Kemp overnor		GEOR of COI	GIA DEPARTN MMUNITY AFF	1EN I	Christopher N Commissione
Date Received:					
Tenant Name:		_ Last Four of SSN	: Househo	ld ID:	-
Voucher Issue:		Expiration Date:_	HAP Terr	m Date:	
requested information a evaluate the affordabilit	nd documents from cheory or schedule the inspec	cklist must be submitte tion until the RFTA app	ents to Request for Tenancy A ed for the RFTA to be consider plication is received/completed	ed complete. We will f i.	NOT
County:		Jnit Square Footage:_			
 Diswasher Garbage Disposal Washer/Dryer in C 			 Garbage Disposal Microwave Washer/Dryer Hookups 	□ Lawn Ca□ Pest Con□ Ceiling F	trol
Parking					
□ Carport	□ Car Garage	☐ Assigned	□ Un-Assigned	□ Street	
Exterior					
□ Balcony	Patio		Porch		
Unit Quality					
Newly Constructed	or completely renovated	b	Well-maintained and an	nd/or partially renovate	ed
	□ Ade	equate, but some repai	irs may be needed		
I certify that these amer	nities are currently in the	proposed unit and are	verifiable by DCA at the insp	ection.	
Owner/Management Ag	ent Signature		Date		
	-	NE Suite 400 Atla	anta, GA 30345 470-80	02-4707	

6.**1**

https://dca.georgia.gov|An Equal Opportunity Employer

Request for Tenancy Approval

Housing Choice Voucher Program

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

1. Name of Public Housing Agency (PHA)						2. Address of Unit	t (street ac	ddress, unit #,	city, state, zip code)
3.Requested Lease Star Date	t	4.Number	of Bedrooms	5.Yea	ar Constructed	6.Proposed Rent	7.Security Amt	/ Deposit 8	Date Unit Available for Inspection
9.Structure Type						10. If this unit is	s subsidiz	ed, indicate 1	type of subsidy:
Single Family De	tached	(one fami	ly under one i	roof)		Section 202	2 🗖 s	ection 221(d)(3)(BMIR)
Semi-Detached (duplex,	attached	on one side)			Tax Credit	Пн	OME	
Rowhouse/Townhouse (attached on two sides)						6 (insured	l or uninsured	d)	
Low-rise apartment building (4 stories or fewer)						Section 515	5 Rural De	evelopment	
High-rise apartm						Other (Desc or local sub		r Subsidy, in	cluding any state
L Manufactured He 11. Utilities and App The owner shall prov for the utilities/appl utilities and provide	pliance vide or iances	s pay for tl indicated	he utilities/a d below by a	" T ".	Unless otherw	-			
Item		y fuel type		more					Paid by
Heating	🗖 Na	tural gas	Bottled g	gas	Electric	Heat Pump	🔲 Oil	Other	
Cooking	🗖 Na	tural gas	Bottled §	gas	Electric			Other	
Water Heating	🗖 Na	tural gas	Bottled g	gas	Electric		🔲 Oil	Other	
Other Electric									
Water									
Sewer									
Trash Collection									L
Air Conditioning									L
Other (specify)									
									Provided by
Refrigerator									
Range/Microwave									

12. Owner's Certifications

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

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

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

- c. Check one of the following:
- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

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

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

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

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

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

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

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

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

Print or Type Name of Owner/Owner Re	presentative	Print or Type Name of Household Head				
Owner/Owner Representative Signature	9	Head of Household Signature				
Business Address		Present Address				
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)			

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) _____ Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).
 - (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*
- (e) Purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

Request for Taxpayer Identification Number and Certification

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

Before	efore you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.							
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the own entity's name on line 2.)	ner's name on line	1, and enter the business/disregarded				
	2	Business name/disregarded entity name, if different from above.						
Print or type. Instructions on page 3.	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered or only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check to box for the tax classification of its owner. Other (see instructions)	Trust/estate 	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)				
Specific	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax cla and you are providing this form to a partnership, trust, or estate in which you have an ownership inter this box if you have any foreign partners, owners, or beneficiaries. See instructions		(Applies to accounts maintained outside the United States.)				
See	5	Address (number, street, and apt. or suite no.). See instructions.	lequester's name a	nd address (optional)				
	6	City, state, and ZIP code						
	7	List account number(s) here (optional)						
Par	tl	Taxpayer Identification Number (TIN)						
Enter y	ter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number							

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				-			-			
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> . later.	or									
	Em	ploy	er id	entif	icati	on n	umb	er		
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.			-							
Dartill Cartification										

Part II Certification

Under penalties of perjury, I certify that:

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

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

	Signature of
Here	U.S. person

Date

General Instructions

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

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

What's New

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

Purpose of Form

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



DIRECT DEPOSIT INFORMATION

HOUSING CHOICE VOUCHER - HOUSING ASSISTANCE PAYMENTS

Name of Account Holder:			
(Must Match W-9)			
Mailing Address:			
Telephone Number:			
Email Address:			
Type of Account:	Checking	Savings	
Bank Routing Number:			
Depositor Account Number:			
Name of Financial Institution	:		
-	,	the account number and title. As i stitution agrees to receive and dep	-

oveb above in accordance with 31CFR Parts 240, 209, and 210.

Print Name of Bank Representative: _____

Signature of Bank Representative: _____

Housing Choice Voucher Landlord Certification of Responsibility

I understand and agree to the following:

I. I am the Owner or I represent the legally designated management entity for properties on the Housing Choice Voucher Program. If the units are single-family, duplex dwellings, or multi-family complexes with.four units or less, I will provide proof of ownership. Acceptable documentation.is a copy of the property deed or a current tax record. If the property is managed by a third party, a copy of the fully executed management agreement and the social security or tax identification number of the management entity is required for single family, duplex dwellings or a multi-family complex with four units or less. I also certify that the tenants have no ownership interest in the units.

2. I will comply with equal opportunity requirements. I understand this compliance requires that I not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the Housing Assistance Payment (HAP) contract. If a family with a disability requires an accommodation such as an accessible feature or modification to the property, I will provide such accommodation unless doing so would result in an undue financial burden. I further agree to allow participants to have assistance animals and support animals, even if I maintain a no pet policy. I understand that I am not entitled to a pet deposit or pet rent under these circumstances.

3. I should screen the family for suitability, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.

4. I may collect a security deposit from the tenant that is not in excess of private market practice or of amounts that I charge unassisted tenants.

5. I must offer the same lease as any I use for unassisted tenants and I must ensure that it complies with state and local law. The Georgia Department of Community Affairs (DCA) will only review my lease to ensure that the Department of Housing and Urban Development (HUD) required items are included.

6. The family members listed on the HAP contract are the only individuals permitted to reside in the unit. Except for the birth, adoption, or court-awarded custody of a child, DCA and I must grant prior written approval for other persons to be added to the household. I am not permitted to live in the unit while receiving HAP Payments.

7. I agree to comply with all requirements contained in the lease, tenancy addendum, HAP contract (parts A and B), and fully understand the terms and conditions of these forms.

8. I must submit to the tenant for their consideration and to DCA for review, any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease or lease revision. If the new lease or lease revision includes a rent increase, item #9 must be followed.

9. I must provide DCA and the tenant with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease, HAP Contract, and the DCA Administrative Plan.

10. The tenant's portion of the contract rent is determined by DCA and it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been approved by DCA.

11. The owner (including a principal or other interested party) is not the parent, child, grandparent, sister or brother of any member of the assisted family. DCA may grant prior written approval if the unit will provide a reasonable accommodation for a family member who is a person with disabilities.

12. I may not assign the HAP Contract to a new owner without completing the DCA Transfer of Payments package. The completed package is required to have the HAP transferred to the new owner, agent, or entity. DCA will not mediate payment disputes between the owners.

13. I must advise DCA and the tenant, in writing, within 15 days of being notified of pending foreclosure of this property.

14. Failure to perform necessary maintenance so the unit complies with Housing Quality Standards can result in abatement of my HAP. I may not terminate tenancy because of abatement and I may not collect any abated HAP amount from the tenant.

15.1 will notify DCA in writing immediately if the unit becomes vacant. I understand the HAP Contract terminates and the payment ceases when the family moves out.

16. I should attempt to work out disputes with the tenant and 1 will contact DCA in writing only in serious matters which we are unable to resolve.

17. I must provide the tenant and DCA with a written notice specifying the grounds for termination of tenancy at or before the commencement of the eviction action, as well as, a copy of the eviction notice. **1** must comply with all state and local eviction procedures.

18. I must notify DCA immediately in writing of a change in contact information, such as address, phone number, e-mail, tax identification or banking information. Failure to do so may interrupt correspondence such as unit inspection repair letters and may delay delivery of electronic transfer of assistance payments.

19. I will provide information to authorize direct deposit for all assistance payments. To confirm receipt, I will access the Owner Portal: https://gdca.tenmast.com Any issues concerning the Owner Portal should be directed to dcalandlords@dca.ga.gov

20. I understand that failure to fulfill these obligations may result in withholding, abatement or termination of the HAP for a unit or other assisted units and may be cause for debarment from participating in DCA housing programs.

21. I understand any changes to DCA's Administrative Plan will take precedence over this form.

Signature of Owner/Management Entity	Date	
Please Print Legibly: Owner/Management Entity Name Here:		
(This should match the W-9 Information you are pr	oviding)	
Address of Owner/Management Entity:		
Phone number: Email	Address:	

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

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

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

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

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

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

d. Other good cause for termination of tenancy

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

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

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

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

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

i. Actual and Imminent Threats:

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

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

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

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

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

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

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

Community Affairs HQS Self-Inspection Checklist

Мајс	or Area	Questions to Ask	Y/N	Notes
	Electricity	1. Is the electric service connected for the inspection?		
	•	2. Do all fixtures and receptacle work (at least 2		
		receptacles/room or one receptacle and one light		
		fixture/room)?		
		3. Is there lighting in the common hallways and porches?		
		4. Are all receptacles, light switches, and electrical boxes		
		properly covered with no cracks or breaks in the doors and cover plates?		
		5. Are all receptacles properly wired? No open grounds,		
		reverse polarity, or open neutrals?		
lectrical/		6. Are light/electrical fixtures securely fastened without any		
Aechanical		hanging or exposed wires?		
lechanicai		7. Do lighting fixtures have all bulbs functioning?		
		8. Do light fixtures on the interior and exterior have globes or covers if so designed?		
		9. Is the electrical service drop and service entrance cable (both		
		sides of meter) in good condition, with no deterioration to the covers?		
		10. Are wire clamps and conduit installed at disposals and		
		electric water heaters? 11. Are all receptacles, switches, smoke alarms free of all paint?		
		12. Do junction boxes have covers and all holes properly canned?		
	Heat	13. Is the fuel supply for the heating system on/filled? All pilot		
		lights lit?		
		14. Are all fiue connections sealed and tight?		
		15. Are controls in place and functional?		
		16. Are filters clean and in place?		
		17. Are all electrical/fuel connections secure?		
		18. Are registers functional and secured to walls/ceiling/floor?		
		19. Is heat available and adequate in all habitable rooms?		
		(Minimum of 68°F)		
		20. Do radiators and boilers function with no leaks?		
		21. Unvented room heaters that burn gas, oil, or other combustible material are not allowed.		
-	A/C	22. Is the central A/C functioning as designed?		
	A/C	23. Is a wire protector installed on the exterior disconnect box or		
		is box sealed?		
	Bathroom	24. Is the toilet securely fastened to the floor?		
	24110011	25. Does the toilet flush and flaps seal properly?		
		26. At sink, is there hot and cold running water, clear and proper		
		drainage, and no leaks? 27. At tub/shower, is there hot and cold running water, clear and		
Plumbing		27. At tub/shower, is there not and cold running water, clear and		
		proper drainage, and no leaks?		
		28. Is bathroom vented with either an exterior window or ducted exhaust fan?		
F	Kitchen	29. At sink, is there hot and cold running water, clear and proper		
		drainage, and no leaks?		
		30. At gas stove, is there a hand-operated gas shut off valve?		
Γ	Other	31. Does water heater function?		
		32. Is there a full-sized drain line (¾-inch) on the TPR valve and is it constructed of appropriate material? (No PVC elastic)		
		33. Do radiators and boilers function with no leaks?		

Wall/Ceiling	34. Is there a barrier/protection around gas-fired water heaters located in areas where safety hazards may exist? This may		
	include the kitchen or hallway.		
	35. Are walls and ceiling free of air and moisture leaks, loose material, large holes, and cracks?		
Floors &	36. Are floors free of weak spots or missing floorboards?		
Flooring	37. Are floors free of tripping hazards from loose flooring or covering?		
Cabinetry &	38. Are cabinets securely fastened to walls or ceiling?		
Interior Doors	39. Is there adequate space for food preparation and storage?		
Security	-		
	escape or landing have functional locks?		
Health &	46. Is there a functioning smoke alarm on each level of unit,		
Safety	including basement? Is smoke alarm located at the hallway		
-			
	48. Is the unit free of any evidence of insect or rodent infestation?		
	49. Is the unit free of any evidence of mold and mildew?		
Appliances	50. Do all burners function with normal user controls?		
	51. Is seal/gasket at oven door in place and functional?		
	family size?		
Windows	bedroom and living room?		
• **			
Other			
	moisture and vermin intrusion?		
	steps?		
Stairways: Interior and	more at a landing, deck, or stair?		
Exterior			
	include windows, window wells, door frames, walls, ceilings, porches, garages, fences or play equipment? This 11st 1s for Information only and is not intended as a complete Inspection Itsl		
	Floors & Flooring Cabinetry & Interior Doors Security Health & Safety Appliances Windows Other Other	Include the kitchen or hallway. 35. Are walls and ceiling free of air and moisture leaks, loose material, large holes, and cracks? Floors 4 36. Are floors free of weak spots or missing floorboards? 37. Are floors free of tripping hazards from loose flooring or covering? Cabinetry 8 38. Are cabinets securely fastened to walls or ceiling? Interior Doors 39. Is there adequate space for food preparation and storage? 40. Are all doors free of double-keyed locks? 41. Are all doors free of local cover leaks? 43. Is there free and clear access to all exits? 44. Are entrances and exit doors solid-core? 45. Do first floor windows and those opening to a stairway, fire escape or landing have functional locks? 46. Is there a functioning smoke alarm on each level of unit, including basement? Is smoke alarms located at the hallway leading to the bedroom(s)? 47. Are smoke alarms that are installed on walls at least 4-inches and not more than 12-inches from celling. Are smoke alarms installed on cellings at least 4-inches from the wall? 48. Is the unit free of any evidence of mold and midew? 50. Do all burners function with normal user controls? 51. Is seal/gasket at oven door in place and functional? 52. Does refrigerator/freezer cool properly? Is it large enough for family size? 53. Are refrigerat	Include the kitchen or hallway. 35. Are walls and ceiling free of air and moisture leaks, loose material, large holes, and cracks? Floors & 36. Are floors free of weak spots or missing floorboards? 37. Are floors free of tripping hazards from loose flooring or covering? Cabinetry & 38. Are cobinets securely fastened to walls or ceiling? Interior Doors 39. Is there adequate space for food preparation and storage? 40. Are all doors free of double-keyel looks? 41. Are all doors floor of double-keyel looks? 42. Do door and window looks have all sorrews and striker/latch/connector elates? 43. Is there free and clear access to all exits? 44. Are entrances and exit doors solid-core? 45. Do first floor windows and those opening to a stairway, fire escape or landing have functional looks? 46. Is there a functioning state at a linches from ceiling. Are smoke alarms installed on ceilings at least 4-inches and not more than 12-inches from ceiling. Are smoke alarms installed on ceilings at least 4-inches from the wall? 48. Is the unit free of any evidence of insect or ordent infestation? 49. Is the unit free of any evidence of insect or ordent infestation? 49. Is the unit free of any evidence of insect or ordent infestation? 50. Do all burners function with normal user comtrols? 51. Is sealigask

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