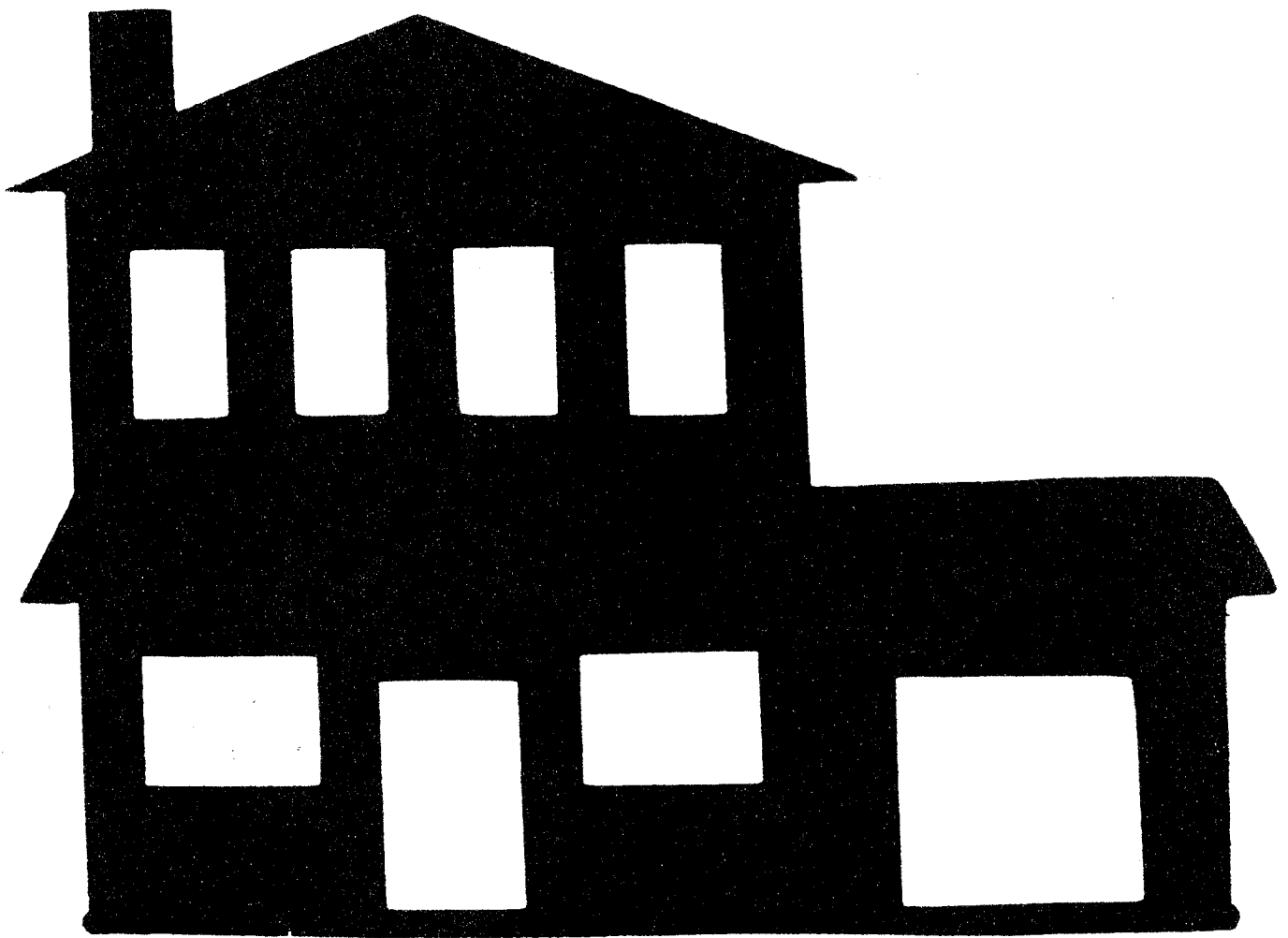


# LANDLORD'S GUIDE



**SECTION 8  
HOUSING PROGRAM**

## LANDLORD INFORMATION SECTION 8 HOUSING PROGRAM

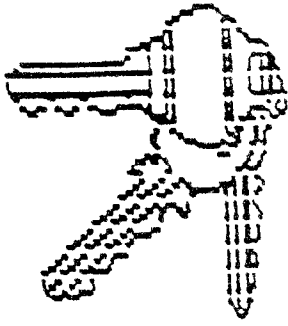
1. You have filled out a "Request for Lease" packet presented to you by the prospective tenant. This packet asks the PHA to do an inspection on your unit. If the unit passes inspection, a contract will be processed and payment will begin starting the day after it passed inspection, provided the tenant was given the key.
2. If the unit fails inspection, you'll have the option to either make the necessary repairs reported by the inspector in order to bring the unit up to the required housing quality standards **OR** not rent the unit to the client.
3. The Housing Assistance Payment (HAP) checks will be mailed directly to the landlord and are guaranteed to be mailed (postmarked) between the 3<sup>rd</sup> and 10<sup>th</sup> of each month. It's the landlord's responsibility to collect the tenant's portion directly from the tenant each month. **FYI: Landlord may not charge the tenant a late fee if the HAP check is received late.**
4. You're responsible for collecting any and all deposits directly from the tenant. The Housing Program had nothing to do with deposits. The amount of deposit and the collection of the deposit are strictly between you and your tenant.
5. You also should have filled out a "Landlord Information Sheet", which is used to set up payment for your monthly HAP check. Please make sure you fill this form out correctly and completely. If you're a new landlord to program, you must also fill out a W-9, provide copy of your ID, Social Security Card or TAX ID Award Letter and Deed to Property. Some form of proof must be provided to show Ownership on the property you're renting thru this program. **FYI: This information must be provided and any missing information will result in the holding of your HAP check and/or denial of a contract with this program.**
6. Your unit(s) will be inspected annually to ensure that they still meet the required housing quality standards (HQS). No other inspections will be done unless we have a complaint from either the landlord or the tenant. Keeping your unit up to HQ Standards is your responsibility. Your unit(s) must pass HQ Standards at any time an inspection is conducted or necessary. All repairs must be completed within 30 days from the inspection, regardless of who caused the damage, as HAP payments will be abated past the 30 days and/or contract will be cancelled. All emergency repairs must be addressed within 24 hours to avoid cancellation of your contract. **By endorsing the monthly HAP check, you're informing the Housing Agency that your unit(s) is up to standards and your tenant(s) is residing in the unit.**

**\*\*\* REMEMBER \*\*\***

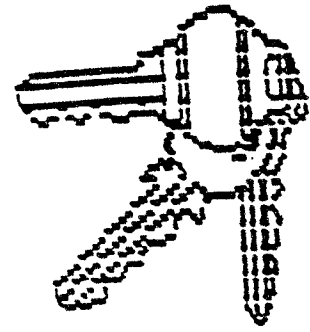
**This is your tenant and not the Housing Agencies. Therefore, you must assume the landlord responsibilities. The Housing Agency assumes no management role or responsibility for your tenant's actions. Please remember that this program is strictly voluntary.**

**The Housing Agency only assists your tenant with her rent for as long as she/he resides in the unit and the unit maintains HQ Standards.**

**If you haven't received your HAP check by the 18<sup>th</sup> of the month, please contact the Housing Agency Reissue of lost HAP checks takes anywhere from 6 to 10 days to process.**



**ALL  
NEW**



**Move-In**

**Inspections**

**will require**

**ALL utilities**

**on before**

**the inspection**

**can be**

**made**

In order to participate in the Housing Assistance Payment Program, units must be safe, clean and free of conditions that might harm the tenant living in them. This guide is to be used to help you decide if the house or apartment you own (Manage) is likely to meet program requirements. The entire building and common areas are included in our inspection.

1. Exterior doors and windows must be lockable, weathertight and working.
2. Windows and doors that open for ventilation shall have appropriate screens.
3. Outside and inside walls, floors and ceilings must be free from leaning, bulking and sagging appearances; and free of cracks, holes, loose siding and should have a clean appearance.
4. Stairways (inside or out), walkways and porches must be free of loose or decayed boards and decking, with sound banisters or handrails for all stairways or steps consisting of four or more steps (the landing counts as a step).
5. In addition to the main entrance there must be a way to get out in case of fire or other emergency. There must be at least one working smoke detector or fire alarm on each level in the unit.
6. Water and sewer systems must meet public health department approval. If the tenant is to pay for water, she/he must have an individual meter, splitting of a water bill with other residence is not permitted.
7. The site must not show evidence of flooding, poor drainage, sewerage hazard, trash or unoperable automobiles. The entire building must pass inspection on the outside.
8. Roof and fascia must be in good repair and free of any leaks or damages. All wood surfaces must be painted or stained. No peeling paint inside or out.
9. The entire electrical system must be free of hazards.
10. Each unit must have adequate heating facilities. No unvented gas heaters.
11. Gas water heaters must be vented and all water heaters shall have pop-off valve.
12. The living, sleeping and kitchen areas should have at least two electrical outlets that work or one electrical outlet and one overhead light.
13. Each room used as a bedroom should have a window, closet and door closing it off from the rest of the living area.
14. Each bath room must have a working toilet, lavatory, shower or tub, ceiling or wall type light fixture, window that opens or an exhaust fan, toilet tissue holder and a towel rack.
15. Kitchen area must have a stove and refrigerator, or provisions for one if tenant is supplying their own, sink with proper plumbing, adequate cabinet and shelf space for food storage and preparation. If there is a dishwasher or disposal in unit it must work or be removed and the void covered.

## REQUIREMENTS AND PROCEDURES FOR UNIT REPAIR

When repairs have been noted on your unit and, as a result this unit fails to meet Housing Quality Standards (HQS) as set forth in the HUD regulations and city/parish codes. For payment to begin and or continue on this unit it is necessary for all repairs to be completed and a final inspection made by this office.

If this is a new unit coming on the program, no contract will be written and no funds paid unless all repairs are completed and a final inspection made. If this is a re-inspection conducted yearly by this office, abatement of payment will be made until the unit is brought up to HQS. Failure to complete repairs will result in cancellation of the contract.

There is no latitude allowed in the regulations for continuation of payments for units that fail to pass inspection. This area of the regulations is very strict and must be adhered to 100%. Your cooperation in making these repairs is greatly appreciated.

If it becomes necessary for payment to be abated by this office, you will be given 10 days notice of such abatement. This means funds will not be paid to the owner of property that has failed inspection.

If the unit continues to fail, this unit will be cancelled from the program, no funds will be paid until the unit is reinstated under contract. To reinstate the unit under contract the unit must pass inspection and the client must indicate in writing that she/he wishes to remain in this unit.

**UNDER NO CIRCUMSTANCES CAN A UNIT BE REINSTATED AFTER 30 DAYS FROM THE CANCELLATION DATE.**

Please remember, your participation in this program is voluntary. We are not in a position to compel property owners to do anything to their property, nor are we in the business of arguing purpose of unit's repairs or disrepair. If you decide that you are not willing to make the necessary repairs, please call this office 366-5344 and cancel your contract. The client will then be notified that if she/he wishes to continue receiving Housing Assistance relocation will be necessary. For this program to be successful, we need owners and landlords who are willing to cooperate with the strict regulations governing this section of the rental assistance program.

**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

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**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 for a tenancy under the voucher program.