

**Prince William County
Office of Housing and
Community Development**

Housing Choice Voucher Program

**Landlord
Handbook**

August 2018

Landlord Handbook

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Landlord Handbook

Glossary

The Prince William County Office of Housing and Community Development (OHCD) uses technical and abbreviated terms to describe items and members within the organization and within the HCV Program. This glossary is a guide to those terms.

Co-head

An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Displaced family

A family in which each member, or whose sole member, is a person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly family

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Family

Includes, but is not limited to, the following:

- A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); or
- An elderly family or a near-elderly family; or
- A disabled family; or
- A displaced family; or
- The remaining member of a tenant family.

HAP Contract

Housing Assistance Payments Contract

Head of Household

The adult member of the family who is considered the head for purposes of determining income eligibility and rent including, but not limited to, minors who are emancipated under state law and adult members of the household designated by the family as head, wholly or partly responsible for paying the rent and with the legal capacity to enter into a lease under state/local law.

Household

Household is a broader term that included additional people who, with OHCD's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

Housing Unit

Residential space for the private use of a family.

HQS

Housing Quality Standards; Units must meet HQS standards throughout the year; HQS Inspections are required before the Housing Assistance Payments Contract is signed and at least annually during the term of the contract.

HUD

The U.S. Department of Housing and Urban Development; established in 1965, HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities and enforcing housing laws.

Interchangeable Terms

For the purposes of this Participant's Handbook, the following terms are used interchangeably throughout its entirety:

- "program participant," "participant," "tenant," "participant family," "family," and "household;"

- “housing unit,” “unit,” and “home;”
- “you,” “landlord,” “property manager” and “owner.”

Landlord

Any person or entity with the legal right to lease a unit to a participant in the HCV program; includes a principal or other interested party such as a designated agent of the owner of the unit.

Near-elderly family

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Other Adult

A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

Participant

An eligible low-income individual, family, senior citizen or person with disabilities that has been admitted to the housing assistance program and is currently assisted in the program.

Person with Disabilities

Federal laws define a person with disabilities as “any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.”

PHA

Public Housing Agency.

OHCD

The Prince William County Office of Housing and Community Development (OHCD) is the public housing authority (PHA) serving Prince William County.

Spouse

Spouse means the marriage partner of the head of household; the term “spouse” does not apply to friends, roommates or significant others who are not marriage partners; a “marriage partner” includes the

partner in a “common law” marriage as defined in state law. A family may have a spouse or co-head, but not both.

Total Tenant Payment (TTP)

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Utility allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement

In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Voucher

The family’s authorization to search for housing, which specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration; is evidence that OHCD has determined the family to be eligible for the program and that OHCD expects to have money available to subsidize the family if the family finds an approvable unit.

Landlord Handbook

Introduction

Welcome to the Housing Choice Voucher Program!

Your role as a landlord in the Housing Choice Voucher (HCV) program is important to the Office of Housing and Community Development (OHCD) and to the participants of the HCV program. Without the landlords, the HCV program's principal goal to expand affordable housing opportunities to low-income families would not be possible.

The HCV program benefits all parties involved: the landlord, the participant and OHCD. The participant is benefited in that they are able to afford housing in the unit of their choice within Prince William County, while the landlord is benefited by the professional contractual agreement of housing assistance payments. In turn, OHCD is able to improve lives and advance resident independence. The HCV program also impacts the local economy through the \$26 million dollars in direct payment to local property owners and landlords.

This handbook will not only provide the rules and regulations of the HCV program, but it will also provide you with a step-by-step guide to achieving your goals/objectives as a landlord. From HAP contracts to commonly failed Housing Quality Standards (HQS), this handbook will pave the way to your success as an HCV landlord.

Thank you for your participation in the HCV Program!



Billy J. Lake
Director of Housing

History of the Housing Choice Voucher Program

The Housing and Community Development (HCD) Act of 1974 created the Section 8 certificate program, which shifted the federal housing strategy from locally-owned public housing to privately-owned rental housing.

The Certificate program was designated as a tenant-based assistance program rather than a unit-based assistance program, meaning if the family chose to move to another privately-owned rental unit that met program requirements, the assistance would stay with the family.

The HCD Act of 1987 authorized a new form of the Certificate program—the Section 8 Voucher Program. The Section 8 Voucher Program was different from the Certificate Program in that there was no fair market rent limitation on rent and the family contribution to rent was not set at a limit of 30 percent of adjusted income.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) mandated that the two programs (Certificate Program and Voucher Program) be merged together into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program. By 2001, all families receiving tenant-based assistance were converted to the HCV program.

Housing Choice Voucher Program Overview

OHCD's Housing Choice Voucher Program (HCV) offers the opportunity for low-income families to choose affordable rental housing within Prince William County. The program grants families the ability to obtain housing outside areas of high poverty concentrations, offering families a chance for a better quality of life. The HCV program is unique in that it provides tenant-based assistance rather than project-based assistance, allowing the voucher to move with the tenant.

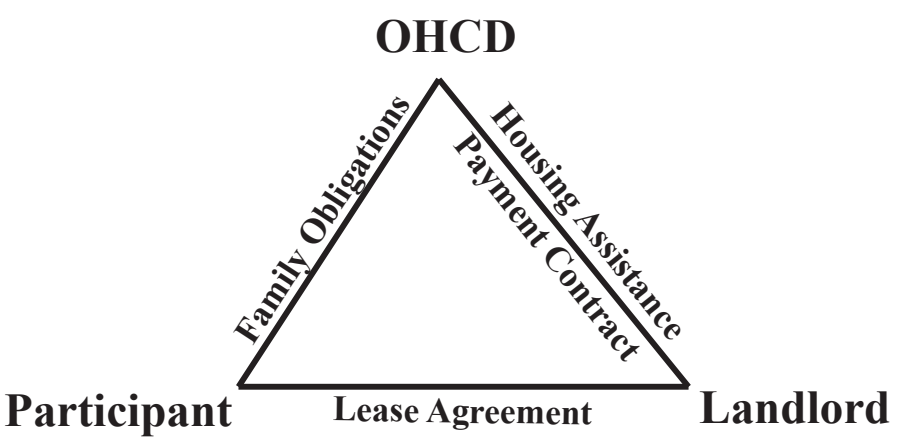
How the Housing Choice Voucher Program Works

An applicant is placed on the Housing Choice Voucher Program Wait List after applying. The List was last opened December 2010.

If the applicant is determined eligible, the applicant will receive a voucher, which authorizes the applicant to search for a housing unit and specifies the bedroom size for which the applicant qualifies for.

When the applicant's name reaches the top of the wait list, the applicant is contacted to schedule an appointment with a Housing Program Specialist to determine eligibility for the Housing Choice Voucher Program.

The Three-Way Partnership



OHCD

- OHCD must verify initial eligibility for applicants and recertify participants annually for continued participation in the program.
- OHCD must conduct unit inspections annually/bi-annually and ensure Housing Assistance Payments (HAP) are processed.
- OHCD must ensure compliance with program policies.

OHCD Rules and Regulations

HUD determines the rules and regulations of the HCV Program and contracts with OHCD to carry them out. These procedures of operations are included in OHCD's Administrative Plan, a document approved by OHCD's Housing Board. The Administrative Plan is available to read on OHCD's website under the Publication and Reports tab within the Housing section of the site. The general HCV regulations are located in Part 982 of Title 24 in the Code of Federal Regulations (24 CFR 982).



If OHCD approves the inspection and terms of the lease, the applicant will be authorized to move in and OHCD will begin making Housing Assistance Payments to the landlord.

Once the applicant finds a suitable unit, the unit must pass a Housing Quality Standards inspection, and the landlord and applicant must settle on terms of the lease.

The program participant and landlord will stay in the Housing Choice Voucher Program as long as they fulfill their obligations, provide all necessary information to OHCD, and ensure their units are up to Housing Quality Standards.

Participant

- Participants must comply with all program requirements and family obligations.
- Participants must maintain the condition of the assisted unit in compliance with Housing Quality Standards (HQS).
- Participants must only use the assisted unit as the family's residence.
- Participants must pay rent to landlord.

Landlord

- Landlord is responsible for screening potential tenants.
- Landlord must comply with all owner obligations under the Housing Assistance Payment Contract and the Residential Lease Agreement.
- Landlord must abide by OHCD's rules and regulations.
- Landlord must enforce rules and regulations of the residential lease agreement, and ensure the unit meets Housing Quality Standards (HQS).

Housing Choice Voucher Program

Owner Qualifications

OHCD does not have to formally approve an owner to participate in the HCV program; however, there are a number of criteria where OHCD may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program.

Owners are barred from participation in the Housing Choice Voucher Program if:

- OHCD has been informed that the owner has been debarred, suspended or is subject to a limited denial of participation, or if the owner has violated the Fair Housing Act or other federal equal opportunity requirements, of if such an action is pending.
- OHCD will not approve a Request for Tenancy Approval if the owner is the parent, sibling, child, grandparent, grandchild, uncle, aunt, nephew, niece, half-sibling, or step-family member of any member of the participant's family. OHCD may make an exception as a reasonable accommodation for a family member with a disability.
- OHCD must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter: any present or former member or officer of OHCD ; Any employee of OHCD, or any contractor, subcontractor or agent of OHCD, who formulates policy or who influences decisions with respect to the programs; Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs.
- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or pattern of practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or pattern of practice of serious and/or repeated HQS violations in units leased under the tenant-based programs during the preceding 18 months.

- The owner has a history of pattern of practice of failing to terminate tenancy of tenants of units assisted under the HCV program or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of other residents, of employees of OHCD, or of owner employees or other persons engaged in management of the housing;
 - 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; or
 - Engages in drug-related criminal activity or violent criminal activity.
- The owner has a history or pattern of practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, OHCD will consider any mitigating factors. Such factors may include, but are not limited to:

- The seriousness of the violation in relation to program requirements;
- The impact on the ability of families to lease units under the program; and
- The health and safety of participating families.

OHCD will only enter into a contractual relationship with the legal owner of a qualified unit or their designated representative. If a party other than the owner will manage the property, the owner must provide:

- A copy of the most current management agreement form; or
- A notarized statement specifying the designee(s), signed by the owner.

No tenancy will be approved without acceptable documentation of legal ownership, including, but not limited to:

- Recorded deed of trust;
- Final settlement statement signed by buyer, seller, and title company; or
- Proof of taxes for most recent year.



Leasing Up with OHCD

Rent Calculation & Voucher Issuance

Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. OHCD serves three different types of low-income families: low-income, very low-income, and extremely low-income.

Income Limits

The three income limits are determined by family size and the median income of Washington DC Metropolitan area: \$110,300 (FY2017). Low-income families are determined as families whose annual income does not exceed 80% of the median income; very low-income families are determined as families whose annual income does not exceed 50% of the median income; and extremely low-income families are determined as families whose annual income does not exceed 30% of the median income.

After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, applicants' rent portion, which may not exceed 40% of the household's monthly income, is calculated using their income.

Calculating Income

The annual gross income is calculated for every member of the household.

<u>Income included in annual income:</u>	<u>Income not included in annual income:</u>
<ul style="list-style-type: none"> • Employment Earnings • Regular Contributions • Unemployment Benefits • Child Support • Social Security/SSI • TANF • Retirement Benefits • Alimony 	<ul style="list-style-type: none"> • Live-In Aides' Earnings • Foster Children's Earnings • Food Stamps • Employment Income of Children under 18 years

After the Housing Program Specialist (HPS) calculates the applicant's income, the applicant's maximum rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size.

Payment Standards

Payment standards are used to calculate the rent portion that the program participant will pay (Total Tenant Payment) and that OHCD will pay (Housing Assistance Payment). The payment standard reflects the maximum Housing Assistance Payment (HAP) that OHCD can pay based on the Fair Market Rents (FMR) annually established for the area by HUD. Payment standards are specified by bedroom size.

After applicants are determined eligible for the program based on information provided, OHCD will issue the family a Housing Choice Voucher Program voucher.

Housing Choice Voucher Program Voucher

The voucher is the family's authorization to search for housing, which specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. In addition, the voucher contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that OHCD has determined the family to be eligible for the program, and that OHCD expects to have money available to subsidize the family if the family finds an appropriate unit.

Vouchers are active for 60 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the expired date. Voucher extensions may be granted on a case-by-case basis.

Shopping Estimate

Along with the voucher, the applicant is given a shopping estimate worksheet which lists the following information:

- Family Name
- Bedroom Size
- Maximum Family Contribution
- Maximum Rent Amount

The payment standard and the maximum family contribution does not reflect the proposed rent amount for the unit. The landlord must propose a rent amount that OHCD will later determine affordable and reasonable.

NOTE: The applicant may apply for tenancy in a unit that goes above the payment standard or for a unit that is larger than the bedroom size listed on the shopping estimate and voucher as long as the rent does not exceed 40% of the household's monthly income.

Utility Allowance Schedule

The amount that a PHA determines is necessary to cover the resident's reasonable utility costs is the utility allowance. Such allowances are estimates of the expenses associated with different types of utilities and their uses. The utilities for which allowances may be provided include electricity, natural gas, propane, fuel oil, wood or coal, and water and sewage service, as well as garbage collection. Allowances are not provided for telephone or internet service.

Leasing Up with OHCD

Request for Tenancy Approval

Applicants receive a shopping estimate, which provides a maximum rent amount that the household may afford. Once an applicant finds a suitable unit, the applicant must submit a Request for Tenancy Approval (RTA) to OHCD.

Moving Packet (Owner/Landlord)

- Request for Tenancy Approval Form (RTA)
- Owner Certification Form
- Lead-Based Paint Disclosure
- W-9 for Owner or Payee
- Direct Deposit Form
- Tenancy Addendum
- Notice of Family Rental History*

Supporting Documentation Needed

- Management Agreement
- Proof of Ownership
- Residential Lease Agreement

The applicant will provide the landlord with the Moving Packet, which must be completed by the landlord, and signed by both the landlord and applicant.

*A Notice of Family Rental History will be sent to the landlord if the applicant for tenancy is an existing participant of the Housing Choice Voucher Program.

In addition, a Management Agreement, Proof of Ownership, and one (1) original and two (2) copies of the Residential Lease Agreement must be submitted with the completed Moving Packet.

The following section will provide guidance on how to fill out the Moving Packet.

Filling Out the Request for Tenancy Approval Form

1. **Name of Public Housing Agency (PHA):** PWC Office of Housing and Community Development (OHCD)
2. **Address of Unit :** If unit is an apartment, include the apartment number.
3. **Requested Beginning Date of Lease**
4. **Number of Bedrooms**
5. **Year Constructed**
6. **Proposed Rent:** Rent amount will be determined reasonable by Inspection Department.
7. **Security Deposit Amount:** The security deposit is the sole responsibility of the participant and will not be paid by OHCD.
8. **Date Unit Available for Inspection**
9. **Type of Housing**
10. **If the unit is subsidized, indicate type of subsidy.**
11. **Utilities and Appliances:** Mark which party pays for utilities and provides appliances by using "O" for owner and "T" for tenant.

Right, Page 1 of the Request for Tenancy Approval (RTA) Form

**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. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)				2. Address of Unit (street address, apartment number, city, State & zip code)			
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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
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9. Type of House/Apartment
 Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy.
 Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development
 Home
 Tax Credit
 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	
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)

Filling Out the Request for Tenancy Approval Form (Cont.)

Owner's Certifications

- 12a. **Owners of projects with more than 4 units must complete the following sections for most recently leased comparable unassisted units within the premises:** HUD requires that owners not charge more for assisted units than for comparable units on the premises.
- 12b. **The owner (including a principal or other interested party) is not 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.**
- 12c. **Check the following that apply to the unit regarding lead-based paint.**
13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility:** (See Owner's Responsibilities for Request for Tenancy Approval section below).
14. **The owner's lease must include word-for-word all provisions of the HUD tenancy addendum:** (See Tenancy Addendum section on Page).
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:** (See Inspections section on Page).

Both the Owner and the Applicant/Participant must sign the Request for Tenancy Approval (RTA) Form at the bottom of Page 2.

Left, Page 2 of the Request for Tenancy Approval (RTA) Form

Owner Responsibilities: Request for Tenancy Approval

- The owner is responsible for performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit. Background factors such as bill paying history, history of taking care of property, peaceful enjoyment of others, compliance with conditions of tenancy, whether the family engaged in criminal activity, etc.
- OHCD will not conduct additional screening to determine an applicant family's suitability for tenancy.

Leasing Up with OHCD

Request for Tenancy Approval (Cont.)

Filling Out the Owner Certification Form

The Owner Certification Form lists owner obligations of the Housing Choice Voucher Program. Landlords must fill out the requested information, initial **each** owner obligation, and sign to certify that he or she understands the owner obligations listed and the provisions of the Housing Assistance Payment Contract.

Owner Certification Form, Page 16

Filling Out the Lead-Based Paint Disclosure Form

The Lead-Based Paint Disclosure Form is completed to indicate knowledge of lead-based paint if the property was built before 1978.

Lead-Based Paint Disclosure, Page 17

Completing a Management Agreement (If Applicable)

OHCD only requires a management agreement if the owner of the unit has hired a management agent to oversee the unit. Acceptable Management Agreements include notarized statements from the owner indicating permission for the management agent to oversee the assisted property. If you are a member of the Board of Realtors (BOR), OHCD will accept property management forms from these associations.

Filling Out W-9 Forms for the Owner and Payee

Landlords must provide one (1) W-9 Form for the owner and one (1) W-9 form for the payee. If the landlord is both the owner and payee, the landlord must **only complete one**. For the Verification of Taxpayer ID Number section, landlords must attach a Social Security Card if using a Social Security Number, or must attach a confirmation letter from the IRS if using a Employer Identification Number.

Filling Out the Direct Deposit Form

All Housing Assistance Payments (HAP) are paid through direct deposit. For security and privacy reasons, W-9 Forms and Direct Deposit Forms should be hand-delivered, mailed or faxed to 703-792-4978 with the applicant name. The W-9 Form and Direct Deposit Form must be received within two (2) business days from the time the moving packet was submitted by the applicant. A copy of a voided check is required.

Direct Deposit Form, Page 18

Providing Proof of Ownership

Private landlords must provide verification of permission to be payee. Settlement agreements are accepted with the owner, seller, and title company signatures. Owner must complete Owner Certification Form.



OWNER CERTIFICATION FORM

OWNER/MANAGER INFORMATION (PLEASE PRINT)	
Owner Name:	_____ Date: _____
Managing Company:	_____ Manager Name: _____
Unit Address, City, State, Zip:	_____
E-mail address for person authorized to sign HAP Contract:	_____
OWNER OBLIGATIONS	
Owner's Initials	1. Ownership of Assisted Unit a. I certify that I am the legal or the legally-designated agent for the above referenced unit, and that the prospective Tenant ("Participant") has no Ownership interest in this dwelling unit whatsoever. b. Unless OHCD had previously approved a Reasonable Accommodation for a family member who is a person with disabilities, I certify I am not related to Participant.
Owner's Initials	2. Proof of Ownership a. I understand that I must provide OHCD with a copy of proof of ownership or a copy of the recorded deed. b. I understand that if I am the managing agent/property manager, I must provide OHCD with a management agreement form. OHCD accepts forms from the BOR of Realtors. Otherwise, I must provide a notarized management agreement form signed by the Owner
Owner's Initials	3. Approved Residents of the Assisted Unit a. I understand that the family members listed on the lease agreement as approved by OHCD are the only individuals permitted to reside in the assisted unit. b. I understand that I am not permitted to live in the unit while I am receiving Housing Assistance Payments (HAP) on behalf of the assisted family.
Owner's Initials	4. Housing Quality Standards I understand that my obligations under the HAP Contract are aimed to ensure that the unit meets HUD's Housing Quality Standards (HQS) at all times during the term of the Contract.
Owner's Initials	5. Participant Rent Payments I understand that OHCD determines the Participant's portion of the contract rent, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease that have not been specifically approved by OHCD.
Owner's Initials	6. Reporting Vacancies and Evictions to OHCD a. I understand that if the unit is vacated, I am responsible for notifying OHCD in writing, immediately. b. I understand that if I am awarded an eviction judgment against a Participant, I must provide a copy of the certified court judgment to OHCD within 10 business days.
Owner's Initials	7. Enforcement of the Lease a. I understand that I am responsible for enforcing the provisions in the lease. b. I understand that I may report serious or repeated lease violations to OHCD at any time.
Owner's Initials	8. Administrative and Criminal Actions for Intentional Violations I understand that failure to comply with the terms and responsibilities of the HAP contract is grounds for termination of participation in the assisted housing program. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal law.

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document in writing containing false, fictitious or fraudulent statements or entries in any matter within the jurisdiction of a department or an agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

By signing below, I certify that I have read and understand the provisions of the HAP Contract (HUD-52641) and the Owner obligations listed above.

 Owner/Owner Representative Signature

 Date

Revised 3-19-18



**Prince William County
Office of Housing and
Community Development**
15941 Donald Curtis Drive, Suite 112
Woodbridge, VA 22191
PHONE: 703-792-7530
FAX: 703-792-4978
www.pwcgov.org/housing

LEAD-BASED PAINT DISCLOSURE

IMPORTANT: Landlords must complete this form for properties built before 1978.

Lead Based Paint Warning Statement

Housing units built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor's must disclose the presence of known lead-based paint and/or lead hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. (Check 1 or 2)

1. Known lead-based paint and/or lead-based paint hazards are present in the housing unit (explain).
2. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing unit.

Records and reports available to the Lessor. (Check 1 or 2)

1. Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing unit. List documents: _____
2. Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing unit.

Lessee's Acknowledgment

Receipt of information. (Please initial)

1. Lessee has received copies of all information listed above.
2. Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Knowledge of elevated blood levels. (Check 1 or 2)

1. Lessee has no knowledge of elevated blood levels in any of his or her children.
2. Lessee has knowledge of elevated blood levels in his or her children.

If #2 is checked, please specify: _____

Agent's Acknowledgment (Please initial)

_____ Agent has informed the Lessor of Lessor'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.

Head of Household

Date

Owner/Owner Representative

Date

Revised 3-15-18



COUNTY OF PRINCE WILLIAM
ACCOUNTS PAYABLE OFFICE – ACH Payments
 1 COUNTY COMPLEX COURT MC440
 WOODBRIDGE, VA 22192-9201
 Fax (703) 792-7795 (703) 792-4623
<http://www.pwcgov.org>

Please return this completed form to the above address for processing.

FINANCE DEPARTMENT
 Accounting Division
 Internal Use Only:

Vendor # _____

Entered by (initials) _____

Date _____

Thank you for your interest in the Prince William County (PWC) ACH payment program. ACH payments are electronically deposited directly into your bank account, saving you the time and cost of waiting for the mail and depositing checks. This program is free, fast, secure and easy. It is available to all registered Prince William County vendors and employees. If you have any questions regarding your electronic payment, please call (703) 792-4623. Please FAX your information to 703 792-7795 or e-mail to mkimberly@pwcgov.org.

Vendor Agreement – Automated Clearing House (ACH) Credits

Vendor Name _____

SSN/ EIN _____ Remit Address 1 _____

Address 2 _____ City _____ State _____ Zip _____

I (Vendor) hereby authorize Prince William County Government, hereinafter called PWC, to initiate credit entries to my Checking Account Savings Account (select one) at the depository financial institution named below, hereinafter called Depository, and to credit the same to such account.

Nine-digit ABA routing number _____ These numbers are the first nine numbers in the bottom left-hand corner of your checks or savings deposit slip. Note: Some savings deposit slips may have a different ABA number than bank checks.

Account number _____ These numbers are the next group of numbers on the bottom of your check.

PLEASE ATTACH A VOIDED CHECK OR A COPY OF A CHECK.*Savings deposit slips ABA routing number should be verified before attaching.

A statement from your bank, on bank letterhead, with account information will substitute for a voided check.

***Check or statement is not needed for employees if deposited in Payroll Direct Deposit account.**

If PWC funds to which I (Vendor) am not entitled are deposited in my account, I (Vendor) authorize PWC to direct the Depository to return those funds. I (Vendor) acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law and the rules set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until PWC has received a notice of termination from me, or a vendor representative, in such time and in such manner as to afford PWC a reasonable opportunity to act on it. I (Vendor) further acknowledge that any remittance information associated with payments that I (Vendor) receive will be made available to me through a Notification of Payment sent by PWC to the email address designated by me (Vendor).

Does your company receive any remittance that may be considered confidential, such as patient information protected under HIPPA? Please check: Yes No

Date _____ Signature _____ Title _____

Print Name _____ Eprocurement User Name (optional) _____

Permanent Email address for Notification of Payment _____
 (This email address should be a company specific email, such as accountsreceivable@company.com unless PWC employee, then employeename@pwcgov.org.)

Contact Name _____ Telephone _____

Leasing Up with OHCD

Residential Lease Agreement

Applicants must submit one (1) original and two (2) copies of the Residential Lease Agreement with the Moving packet.

The residential lease agreement must be completely filled out with the exception of the lease effective date and the contract rent amount. The Request for Tenancy Approval Form has spaces to provide the proposed lease effective date and the proposed contract rent amount. Once the lease effective date and rent amount have been approved, they will be applied to the lease agreement. Leases marked through or with white-out will not be accepted.

Owner Responsibilities: Residential Lease Agreement

- Provide all housing services as agreed to in the lease.
- Provide the lease to OHCD, including any revisions agreed to by the owner and tenant.
 - By signing the Housing Assistance Payment (HAP) contract, the owner certifies that the terms of the lease are in accordance with all provisions of the HAP and the lease includes the Tenancy Addendum.
 - If the dwelling lease is incomplete or incorrect, OHCD will notify the family and the owner of the deficiencies. Missing and corrected lease information will be accepted as hard copies in-person, by mail, or by e-mail. OHCD will not accept this information over the phone.
- Enforce the tenant obligations under the lease.
- Notify OHCD of any changes in the amount of the Rent to Owner at least 60 days before any such changes go into effect.
 - During the initial term of the lease, the owner may not raise the Rent.
 - All requests for rent increases must be submitted 60 days prior to the anniversary date of the Housing Assistance Payment (HAP) contract. OHCD will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. Upon making a determination, OHCD will notify the owner.
- Provide a copy of any changes in the lease to OHCD in writing.
 - The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- **DO NOT** lease a unit to a family that owns or has an interest in the unit.
- **DO NOT** include in the lease any family member of the owner.
 - The owner of the assisted unit must not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless OHCD has determined (and has notified the owner and the family of such determination) that approving a rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- Provide all utilities not paid by the family under the lease to comply with HQS requirements.

Leasing Up with OHCD

Tenancy Addendum

The Tenancy Addendum lists the responsibilities of each party participating in the Housing Choice Voucher Program.

The Tenancy Addendum must be attached to the residential lease agreement.

Owner Responsibilities: Tenancy Addendum

- Comply with the Tenancy Addendum at all times.
 - When there is a conflict between the provisions of the Tenancy Addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the language of the Tenancy Addendum shall control.

- **DO NOT** make any changes to the Tenancy Addendum.

Page 1 of the Tenancy Addendum, Page 21

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

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

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 09/30/2017)**

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 and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. 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 or owner participation in the program.

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins). See section by section instructions. Part B Body of contract
Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

Leasing Up with OHCD

Housing Assistance Payment Contract

The Housing Assistance Payment (HAP) contract asks for information related to the residential lease agreement and describes the responsibilities of all parties related to the HAP.

Page 1 of the Housing Assistance Payment Contract, Page 22

Owner Responsibilities: Housing Assistance Payment Contract

- Comply with all owner obligations under the Housing Assistance Payment (HAP) contract and residential lease agreement.
- Prepare and furnish to OHCD the information required under the HAP.
- Provide any notice to the family in connection with the HAP in writing.
- **DO NOT** assign the HAP to a new owner without the prior written consent of OHCD.
 - In order to change the HAP payee under an outstanding HAP, OHCD must receive a completed and signed Change of Ownership/Payee Packet, which is available on the OHCD website.
- Ensure that the family resides in the contract unit and that the unit is the family's only residence.
- Ensure that no person or entity has or will have a prohibited interest.
 - A prohibited interest includes a person or entity of any of the following classes having any direct/indirect interest in the HAP or receiving any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter:
 - Any present or former member or officer of OHCD
 - Any employee of OHCD, or any contractor, sub-contractor or agent of OHCD, who formulates policy or who influences decisions with respect to the program;
 - Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - Any member of the Congress of the United States.
- Immediately disclose prohibited interests to OHCD and HUD, when they occur.
- Collect from the family any such security deposit.
 - OHCD prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.

- Collect from the family the tenant portion of Rent to Owner.
 - The portion of Rent to Owner is not covered by the HAP.
- Collect from the family any charges for unit damage by the family.
- **DO NOT** charge a contract rent that exceeds rents charged for rental of comparable unassisted units in the premises.
 - The owner must give OHCD any information requested by OHCD on rents charged by the owner for other units in the premises or elsewhere.
- **DO NOT** charge a contract rent that exceeds the reasonable rent for the unit as determined by OHCD.
- **DO NOT** charge or accept any payment for rent in addition to the Rent to Owner.
 - Rent to Owner includes the following to be provided and paid by the owner in accordance with the lease: all housing services, maintenance, utilities and appliances.
 - The cost of meals or supportive services may not be included in Rent to Owner and the value of meals or supportive services may not be included in the calculation of reasonable rent.
 - The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy under the terms of the lease or eviction.
 - The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
- Terminate the family's tenancy in accordance with the lease and HUD requirements only.
- Evict the family by court action only.
 - 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.
 - The owner must give OHCD a copy of any owner eviction notice at the same time the owner notified the tenant. Eviction notice means a notice to vacate, a complaint or other initial pleading used to begin an eviction under State or Local law. At the same time means within 3 business days.
- Promptly refund the unused security deposit to the tenant.
 - 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.
- **DO NOT** commit fraud, bribery, or corrupt acts in connection with the program.
 - Fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program by the owner is a breach of the HAP.
 - In all cases of overpayment of subsidy caused by the owner, the owner must repay OHCD any excess subsidy received.

- Owner program abuse includes, but is not limited to, the following:
 - Charging the family rent above or below the amount specified by OHCD;
 - Charging a security deposit other than that specified in the family's lease;
 - Charging the family for services that are provided to unassisted tenants at no extra charge.
 - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
 - Knowingly accepting incorrect or excess housing assistance payments;
 - Offering bribes or illegal gratuities to OHCD's Housing Board, employees, contractors, or other OHCD representatives;
 - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to OHCD;
 - Residing in the unit with an assisted family;
 - Subleasing of space in the assisted unit; and
 - Not allowing the participant full and prohibited access and use of areas assisted under the HAP.

- **DO NOT** engage in any drug-related or violent criminal activity.

- Comply with the Violence Against Women Act (VAWA) when screening for and terminating tenancy.
 - The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.

- **DO NOT** discriminate against any person because of race, color, religion, sex, national origin, familial status, or disability in connection with the lease or HAP.

- Cooperate with OHCD and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the HAP.

Once all documents are completed, the owner will be contacted within 10 business days to schedule an inspection. Once the unit passes a Housing Quality Standards (HQS) Inspection, the contract is finalized and e-mailed to the landlord, and the Housing Assistance Payment (HAP) will be processed when OHCD receives the original signed contract. No payments can be made until the HAP contracts are signed.

Landlords are encouraged to provide a valid e-mail address for Housing Assistance Payment (HAP) contract in order to expedite the processing of the Housing Assistance Payment.

Housing Quality Standards Inspections

Inspections Overview

The goal of the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards (HQS), set by HUD, helps OHCD accomplish that goal by defining standard housing and establishing the minimum quality criteria necessary for health and safety of program participants.

All assisted housing units must meet HQS in order to participate in the HCV program. **All units must maintain HQS throughout the term of the contract.** OHCD staff will ensure that current and potential HCV housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections:

Sanitary Facilities

- The dwelling unit must include sanitary facilities within the unit.
- The sanitary facilities must be usable in privacy and must be in proper operation condition and adequate for personal cleanliness and disposal of human waste.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given 24 hours to make the necessary repairs.
- All bathrooms must have an openable window or exterior exhaust system. If a bathroom does not have an openable window or exterior exhaust, OHCD may permit a ductless ventilation system that prevents the accumulation of unhealthful odors and sewer gases.
- Sanitary facilities must be located in a separate room, be free of hazards and have the following:
 - A flushable toilet in proper operating condition;
 - A sink with a sink trap, and hot and cold running water;
 - A shower or tub with hot and cold running water;
 - An approved public or private disposal system; and
 - Privacy (a door, no lock is required) with exclusive use for the occupants.

Food Preparation and Refuse Disposal

- The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.
- The kitchen must contain the following:
 - An oven and stove/range; A microwave may be used as a substitute, and if it is owner-supplied, the tenant must agree and the substitution must be the same for other subsidized and unsubsidized units;
 - A refrigerator of appropriate size for the family (refrigerator/freezer must keep foods from spoiling);
 - A kitchen sink with a p-trap with hot and cold running water;
 - A sink that drains into an approved public or private system;
 - Space for storage, preparation and serving of food; and
 - Sanitary disposal of food waste and refuse. Garbage disposal would be considered an amenity.
- All required equipment must be in proper operating condition.

- Hot plates are not acceptable substitutes for cooking equipment.
- The stove/range must be free of hazardous gas hook-ups, gas leaks or electrical hazards, and all stove/range knobs must be present. All burners must work and the oven must be able to heat.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given 24 hours to make the necessary repairs.
- Units found with inoperable stoves and/or refrigerators will be given 24 hours to make the necessary repairs.

Space and Security

- The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.
- Bedrooms in basements, attics or converted garages are not allowed unless the owner provides OHCD documentation from County building official verifying that the room meets zoning requirements for the intended use (bedroom).
- The minimum bedroom size is for a 70 square-foot area.
- If window security bars or security screens are present on an emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Thermal Environment

- The unit must have a safe system for heating the dwelling unit.
- Air conditioning is not required but if provided must be in proper operating condition.
- The dwelling unit must not contain unvented room heaters that burn gas, oil or kerosene.
- Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.
- The AC and Heater must be working and maintained within the unit at all times.
- Between November 1 & March 31, interior temperature must reach 65 degrees or warmer. If not, a re-inspection by the next business day is required to verify repair.
- Between April 1 & October 31, interior temperature must reach 80 degrees or cooler. If not, a re-inspection by the next business day is required to verify repair. This applies if the unit came with an AC system.

Illumination and Electricity

- Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
- The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

- Electrical fixtures and wiring must not pose a fire hazard.
- The kitchen area and the bathroom must have a permanent ceiling or wall-mounted fixture in proper operating condition.
- One (1) outlet in proper operating condition is required in the kitchen.
- Two (2) outlets in proper operating condition are required in the living room and sleeping areas.
- Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and Materials

- The dwelling unit must be structurally sound.
- Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are thirty inches (30 in.) or more off the ground.
- The elevator servicing the unit must be working (if applicable).
- Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- Window sashes must be in good condition, solid and intact, and replaced when damaged or deteriorated.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens, if present, must be in good condition.
- Plexi-glass is not acceptable glazing replacement.
- All exterior doors must be weather-tight to avoid air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If boards cannot be leveled, they must be replaced.
- All floors must be in a finished state. Plywood is not acceptable.

Interior Air Quality

- The dwelling unit must be free of air pollutant levels that threaten the occupants' health.
- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate ventilation.
- Any sleeping room must have at least one window. If a window is designed to be opened, it must be in proper working order.

Water Supply

- The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
- Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

- Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings.
- Owners must disclose known lead-based paint hazards to prospective tenants before the lease is signed.
- Owners must provide all prospective families with "Protect Your Family from Lead in Your Home."
- Owners must stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by OHCD. Owners must notify tenants each time such an activity is performed, and must conduct all work in accordance with HUD safety practices.
- As part of ongoing maintenance, owners must ask each family to report deteriorated paint.
- For units occupied by children under six years of age, a risk assessment must be conducted (paid for by OHCD). If lead hazards are identified, the owner must complete hazard reduction activities.

Access

- The use and maintenance of the unit must be possible without unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

- The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety and general welfare of the occupants.
- Mailboxes must be functional and operable.
- The unit address must be visible from the street with a minimum requirement of at least three inches (3 in.) tall and in a color that contrasts with the background.
- All trash containers must have a cover or attached lid capable of sealing in refuse and trash.

Sanitary Conditions

- The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation.
- The unit must have adequate barriers to prevent infestation.

Smoke Detectors/Carbon Monoxide

- 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 any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).
- Smoke detectors and carbon monoxide (if gas utility) are required in adjacent hallways on each floor level.

Housing Quality Standards Inspections

Commonly Failed HQS Items

The following commonly failed HQS items list is intended to provide guidance to landlords. Please be advised this is not an all-inclusive list of every possible failed item.

- Unit must be in “make ready” status. “Make ready” status is defined as a vacant unit that is ready for immediate move-in; for example, units must have all utilities on, a working stove/refrigerator, no trash/debris on site and working heating/cooling equipment (regardless of the time of year).
- Units built pre-1978 can’t have any chipping or peeling paint inside or outside the unit. This also applies to the exterior of secondary buildings, playgrounds, railings and common areas of the property.
- Stove/Refrigerator must be clean and in working order (no missing kick plates or torn door seals, etc.).
- Ensure electric, plumbing and gas services are operating in a safe manner and present no danger to occupants; for example, units must not have electric hazards, plumbing leaks, missing/broken P-traps under sinks, gas leaks, etc.
- All windows on ground level must have working locks or a permanently attached locking device.
- All windows must be in good working condition and able to remain open. Window panes cannot be missing, broken or cracked (cutting hazard.) Plexiglass is not an acceptable repair for glazed windows.
- All common areas will be inspected for safety hazards (Laundry room/pool area, etc.).
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with a downward discharge pipe no higher than 6 inches from the floor.
- Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.
- Stairs and railings must be secure. Handrails are required for steps with four or more consecutive steps or 30 inches or higher above the ground such as around stairwells, balcony, walkways, etc.
- There should be no trip hazards such as gaps/cracks greater than $\frac{3}{4}$ inch on sidewalk, walkways, driveways, common areas, etc.
- Working smoke detectors are required in adjacent hallways on each level. See manufacturer’s specifications for proper installation.
- All conversions/additions must pass HQS inspection and be properly permitted by Prince William County government having jurisdiction over the unit. OHCD may request copies of approved permits.
- All security/burglar bars must have a quick release mechanism (cannot use key, tool or special knowledge to open).
- Double-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.

Housing Quality Standards Inspections

Types of HQS Inspections

Types of HQS Inspections

Initial/Move-In Inspections

OHCD conducts initial inspections to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before any Housing Assistance Payments can be paid to the owner; therefore, it is best if the family does not move into the unit before approval.

Special Inspections

A special inspection may be requested between annual inspections by the owner, the family or a third party as a result of problems identified with a unit between annual inspections.

Annual/Biennial Inspections HUD requires OHCD to inspect each unit under lease at annually or biennially to confirm that the unit still meets HQS. The inspections may be conducted in conjunction with the family's annual reexamination, but is typically conducted separately.

Quality Control Inspections

HUD requires that a sample of units be inspected by a quality control inspector to ensure that HQS is being enforced correctly and uniformly by all inspectors.

Life-Threatening Conditions

If a unit has been found to be in life-threatening conditions as defined above, the inspector will give the landlord/tenant 24 hours to make the corrections required.

- Life-threatening conditions include, but are not limited to, the following:
- Lack of security for the unit;
- No utilities (e.g., electric, gas, and water);
- Waterlogged ceiling in imminent danger of falling;
- Major plumbing leaks, flooding or sewer back-ups;
- Natural gas leak or fumes;
- Nonfunctional heating equipment during the period between November 1 and March 31;
- Obstacle(s) preventing the tenant's exit from the unit; and
- Lack of at least one functional smoke detector on each floor level of the unit.

Owner Responsibilities: HQS Inspections

- The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family or submit documentation of the serious or repeated lease violation to OHCD as evidence that the family breached its obligations.

- If OHCD cannot determine the responsible party of an HQS deficiency, the owner will be responsible for correcting the item.
- The owner is responsible for maintaining the unit in accordance with HQS, including owner supplied utilities and performance of ordinary and extraordinary maintenance.
- The owner must correct HQS deficiencies within the period specified by OHCD.
- OHCD must not make any housing assistance payments if the contract unit does not meet HQS requirements, unless the owner corrects the defect within the period specified by OHCD and OHCD verifies the correction.
- When OHCD identifies HQS deficiencies that are not life threatening OHCD will send the owner and the family a written notification of the inspection results within five (5) business days of the inspection. The written notice will specify the time frame within which the failure must be corrected.
 - Generally not more than 30 days will be allowed for the correction.
- If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
 - The corrective actions must be taken by the next business day of OHCD's notice.
- All maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- It is unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

Family Responsibilities:HQs Inspections

- The family is responsible for any HQS deficiency caused by the family, including the following:
 - Tenant-paid utilities not in service;
 - Failure to provide or maintain family-supplied appliances; or
 - Damage to the unit or premises caused by a household member or guest, beyond normal wear and tear. "Normal wear and tear" is defined as physical deterioration which occurs in the normal course of tenancy, without negligence, carelessness, accident or abuse of the unit or premises by the household members or guests.

Housing Quality Standards Inspections

The Inspection Process

OHCD will allow for:

- One failed inspection and one reinspection; or
- One no show/not ready, one failed inspection, and one reinspection.

Initial Inspections

HUD requires the unit to pass Housing Quality Standards (HQS) before the effective date of the lease and Housing Assistance Payment (HAP) Contract (See Inspection Process chart below).

Initial Inspection Process

OHCD will complete the initial inspection within 15 days of the submission of the Request for Tenancy Approval (RTA).

The owner must notify OHCD that all repairs have been made.

If any HQS violations are identified, OHCD will notify the owner of the deficiencies and give the owner no more than 2 weeks from the date of the initial inspection to correct the deficiencies.

Failed Inspections

Units that do not pass inspection within the guidelines stated above or within 2 weeks of the initial inspection will result in a Final Fail. Two consecutive inspections resulting in no show/not ready will result in a Final Fail.

If the time period for correcting the deficiencies has elapsed, or the unit is given a “Final Fail” rating, OHCD will notify the owner and the family that unit has been rejected and that the family must search for another unit. Following a “Final Fail” determination, the family may submit a new RTA for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utility services must be available for testing at the time of the initial inspection. If the utility service is not available for testing at the time of the initial inspection, the inspection will not be conducted and will count as a failed inspection of the unit.

If the family is responsible for supplying the stove and/or refrigerator, OHCD will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements and a subsequent inspection will be conducted within 72 hours. If the appliances are supplied by the owner, they must be present at the time of inspection.

Self-Certification of corrective action is allowed for some HQS owner deficiencies. OHCD will require a self-certification of repairs signed by the landlord and tenant. All self-certifications are subject to a Quality Control Inspection.

Annual/Biennial Inspections

Each unit during the term of the Housing Assistance Payment (HAP) contract at least annually or biennially must be inspected.

If the family misses a scheduled inspection without OHCD approval or if the notice is returned by the post office with no forwarding address, OHCD may consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

OHCD will not consider a unit to have passed an inspection until the landlord and OHCD have agreed on the rent amount. OHCD will set the rent amount at the lower of: the current rent amount or the rent supported by current rent reasonableness survey.

OHCD will reinspect the unit within 5 calendar days of the date the owner notifies OHCD that the required repairs have been made.

Special/Complaint Inspections

OHCD will conduct a special inspection if the owner, family or another source reports HQS violations in the unit. During a special inspection, OHCD generally will only inspect those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the inspection has been scheduled or is due within 30 days of the date the special inspection is scheduled, OHCD may elect to conduct a full annual/biennial inspection.

OHCD will attempt to notify the family and/or landlord, although prior notification to the family and/or landlord is not required for special inspections.

Housing Quality Standards Inspections

Rent Reasonableness

OHCD will not consider a unit to have passed an inspection until the landlord and OHCD have agreed on the rent amount. OHCD will allow the landlord no more than five (5) business days to settle the unit rent amount with OHCD. A landlord's failure to settle a unit rent amount with OHCD within five (5) business days will result in the inspection being canceled.

Participants cannot pay more than 40% of their monthly income for the initial year. OHCD will make rent offers based on a participant's income and area rent comparables. Comparability is established using the following:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities provided by the owner

OHCD may require owners to provide information about the rents charged for other units within the same zip code or if the premises include more than four units.

Total assisted units on the property may not exceed 50% of the total units to be used for comparable rent determinations.

Housing Quality Standards Inspections

Termination

If the owner fails to maintain the dwelling unit in accordance with HQS, OHCD must take prompt action to enforce the owner obligations.

HAP Termination

If an owner fails to correct HQS deficiencies by the time specified by OHCD, HUD requires OHCD to terminate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner.

Owner payments will be terminated as a result of HQS failures that are the family's responsibility after reasonable notice of termination has been provided. The HAP Contract will terminate immediately when the family vacates the unit or 180 calendar days have elapsed since the last housing assistance payment to the owner.

During any abatement period, the family continues to be responsible for their share of the rent. The owner must not seek payment from the family for the HAP portion and may not use the termination as cause for eviction. OHCD will notify the owner within 30 calendar days of a HAP Contract termination due to HQS non-compliance.

Abatements = Non-Compliance with Housing Quality Standards (HQS)

An abatement is the cessation of housing assistance payments to an owner. When an owner's housing assistance payment is abated due to the owner's failure to comply with HQS, the abated monies are not repaid to the owner but forfeited. An abatement is released and housing assistance payment resumes on the date OHCD determines that the unit is free from those HQS deficiencies that resulted in the abatement and which are the owner's responsibility. If the inspector determines that corrections have not been made at the time of the scheduled reinspection, OHCD will abate the unit beginning the first day of the month following the reinspection date.

Failed Reinspection

If the unit fails the reinspection due to HQS deficiencies which were listed at the original inspection, and the deficiencies were the responsibility of the owner, the housing assistance payments to the owner are abated.

Extensions

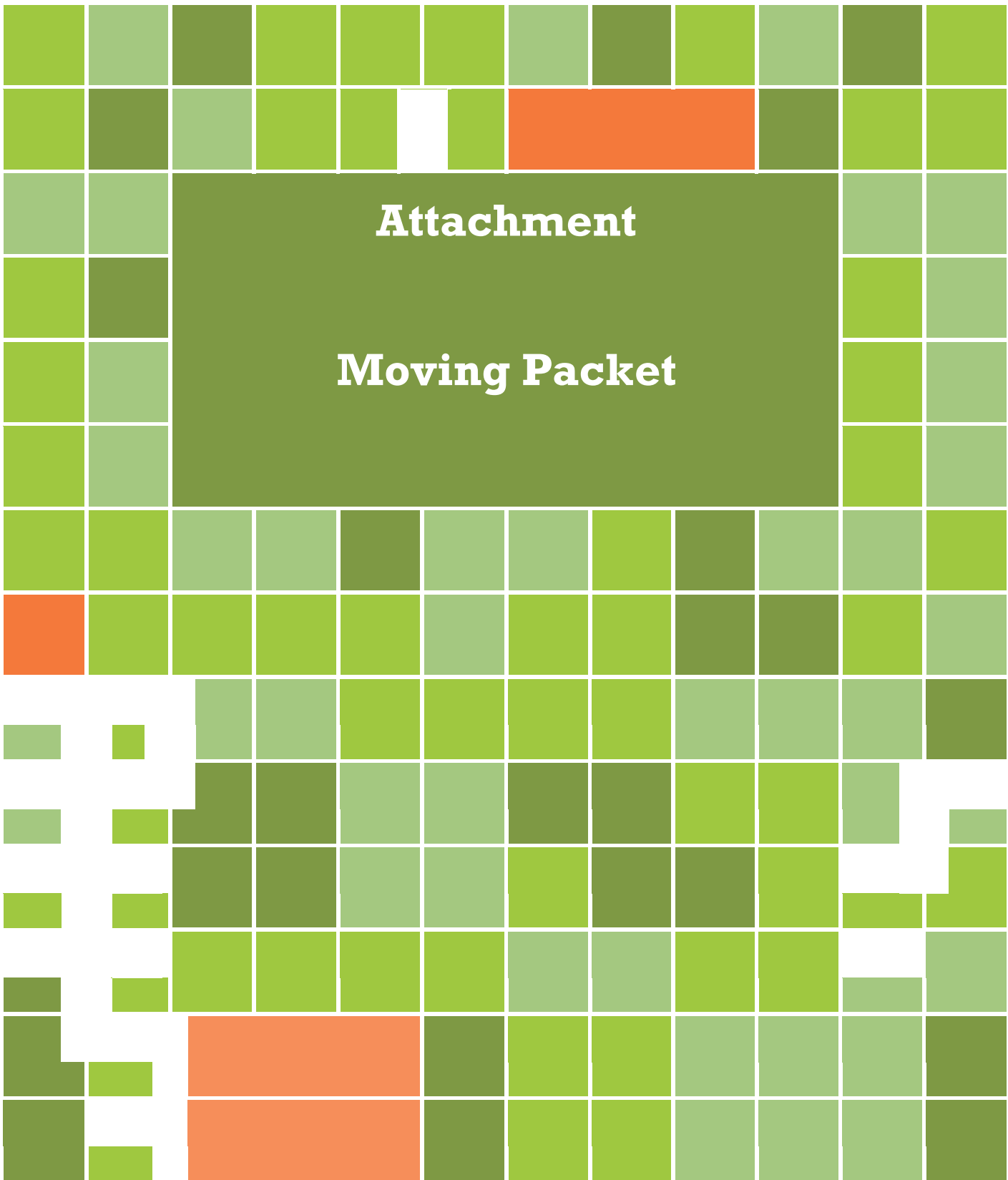
At the request of the party (tenant or owner) judged responsible for the deficiency, OHCD may grant extensions to correct HQS deficiencies on good cause.

Tenant Prevention of Owner's Work to Correct Deficiencies

In those cases in which an owner claims that the tenant will not permit or allow correction of HQS deficiencies, OHCD may reimburse the owner for abated amounts if the owner provides evidence of the timely filing and pursuing of a case of unlawful detainer against the tenant.

Rebate of Abated Amounts

If an abated owner has corrected deficiencies prior to a re-inspection, the owner may, upon petition to OHCD, receive a rebate on abated amounts retroactive to the date that the owner can conclusively prove that all HQS deficiencies had been corrected.



Attachment

Moving Packet

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. 10/31/2010)

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. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

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	
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)



OWNER CERTIFICATION FORM

Lease-Up and Recertification

OWNER/MANAGER INFORMATION (PLEASE PRINT)	
Owner Name:	_____ Date: _____
Managing Company:	_____ Manager Name: _____
Unit Address, City, State, Zip:	_____
E-mail address for person authorized to sign HAP Contract:	_____
OWNER OBLIGATIONS	
Owner's Initials	1. Ownership of Assisted Unit a. I certify that I am the legal or the legally-designated agent for the above referenced unit, and that the prospective Tenant ("Participant") has no Ownership interest in this dwelling unit whatsoever. b. Unless OHCD had previously approved a Reasonable Accommodation for a family member who is a person with disabilities, I certify I am not related to Participant.
Owner's Initials	2. Proof of Ownership a. I understand that I must provide OHCD with a copy of proof of ownership or a copy of the recorded deed. b. I understand that if I am the managing agent/property manager, I must provide OHCD with a management agreement form. OHCD accepts forms from the BOR of Realtors. Otherwise, I must provide a notarized management agreement form signed by the Owner
Owner's Initials	3. Approved Residents of the Assisted Unit a. I understand that the family members listed on the lease agreement as approved by OHCD are the only individuals permitted to reside in the assisted unit. b. I understand that I am not permitted to live in the unit while I am receiving Housing Assistance Payments (HAP) on behalf of the assisted family.
Owner's Initials	4. Housing Quality Standards I understand that my obligations under the HAP Contract are aimed to ensure that the unit meets HUD's Housing Quality Standards (HQS) at all times during the term of the Contract.
Owner's Initials	5. Participant Rent Payments I understand that OHCD determines the Participant's portion of the contract rent, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease that have not been specifically approved by OHCD.
Owner's Initials	6. Reporting Vacancies and Evictions to OHCD a. I understand that if the unit is vacated, I am responsible for notifying OHCD in writing, immediately. b. I understand that if I am awarded an eviction judgment against a Participant, I must provide a copy of the certified court judgment to OHCD within 10 business days.
Owner's Initials	7. Enforcement of the Lease a. I understand that I am responsible for enforcing the provisions in the lease. b. I understand that I may report serious or repeated lease violations to OHCD at any time.
Owner's Initials	8. Administrative and Criminal Actions for Intentional Violations I understand that failure to comply with the terms and responsibilities of the HAP contract is grounds for termination of participation in the assisted housing program. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal law.

Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document in writing containing false, fictitious or fraudulent statements or entries in any matter within the jurisdiction of a department or an agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

By signing below, I certify that I have read and understand the provisions of the HAP Contract (HUD-52641) and the Owner obligations listed above.

Owner/Owner Representative Signature

Date



LEAD-BASED PAINT DISCLOSURE

IMPORTANT: Landlords must complete this form for properties built before 1978.

Lead Based Paint Warning Statement

Housing units built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessor's must disclose the presence of known lead-based paint and/or lead hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. (Check 1 or 2)

1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing unit (explain).
2. _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing unit.

Records and reports available to the Lessor. (Check 1 or 2)

1. _____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing unit. List documents: _____
2. _____ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing unit.

Lessee's Acknowledgment

Receipt of information. (Please Initial)

1. _____ Lessee has received copies of all information listed above.
2. _____ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

Knowledge of elevated blood levels. (Check 1 or 2)

1. _____ Lessee has no knowledge of elevated blood levels in any of his or her children.
2. _____ Lessee has knowledge of elevated blood levels in his or her children.

If #2 is checked, please specify: _____

Agent's Acknowledgment (Please Initial)

_____ Agent has informed the Lessor of Lessor'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.

Head of Household

Date

Owner/Owner Representative

Date



**Prince William County
Office of Housing and
Community Development**
15941 Donald Curtis Drive, Suite 112
Woodbridge, VA 22191
PHONE: 703-792-7530
FAX: 703-792-4978
www.pwcgov.org/housing

REGISTER AS VENDOR AND DIRECT DEPOSIT

Register As A Vendor:

In order to receive payments from Prince William County you must be registered as a vendor. To register you will need to go to the County website to register or to update your current information. You may access the vendor registration page at:

<https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>

You can also copy and paste this link into your browser. Please contact the County via email at Ascend@pwcgov.org if you need assistance.

Direct Deposit:

Prince William County Office of Housing and Community Development offers Automated Clearing House (ACH) deposit to vendors who wish to have their checks deposited directly in their bank account. If you wish to participate:

1. Fill out and sign the attached ACH Payments Vendor Agreement
2. Enclose a void check
3. Provide an e-mail address

You will receive monthly notifications by the Prince William County Finance via e-mail when the monies will be available in your account. The e-mail will list units and individual payments for payees with multiple assisted units. **If you do not have an e-mail account, disregard this offer.**

In order to receive the 1st of next month's monthly check deposited electronically into your account, the attached ACH Payment Vendor Agreement, void check, and e-mail address must be returned to the Prince William County Office of Housing and Community Development no later than the 10th of the preceding month. Please send the information to the address listed above, the attention of Wanda Wilkins at 703-792-7963 or by e-mail wbwilkins@pwcgov.org



iSupplier

Prospective Supplier Registration

Prospective Supplier Registration

The Purpose of this topic is to demonstrate how to Register a Prospective Supplier. At any time after the first screen, you can click the **Save for Later** button. Your information will be saved, and a link to continue the registration process will be emailed to you.

Procedure

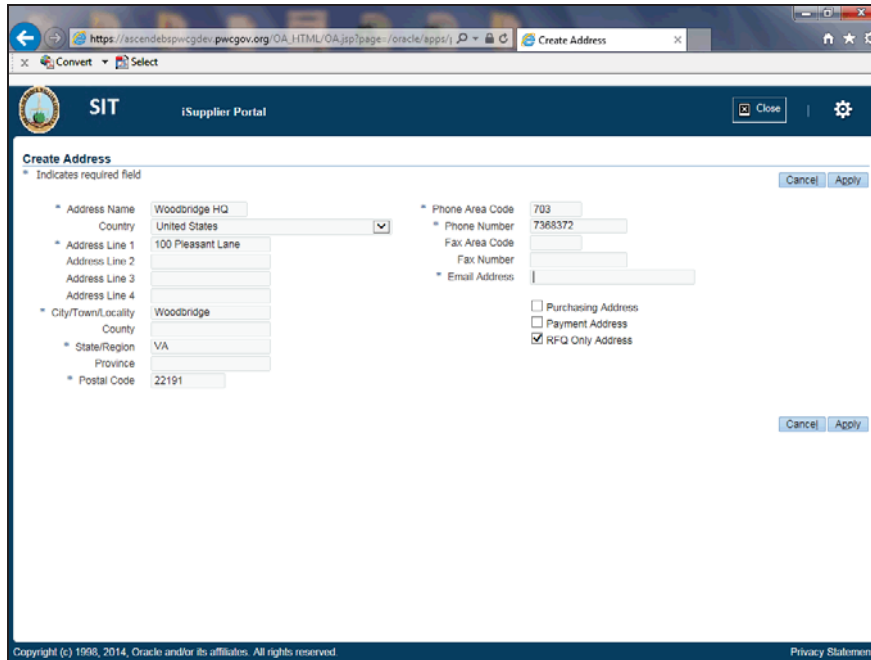
This topic covers the following

- 1) Prospective supplier Registration
- 2) Creation of Contacts
- 3) Creation of Addresses
- 4) Selection of Business Classification
- 5) Selection of Products and Services
- 6) Selection of Banking Details



A screenshot of a web browser displaying the "iSupplier Portal" registration form. The browser's address bar shows the URL "https://ascendebpswgcdev.pwcgov.org/OA_HTML/OA.jsp?page=/oracle/apps/...". The page title is "SIT iSupplier Portal". The form is titled "Prospective Supplier Registration" and includes a "Continue" button. The form is divided into sections: "Basic Information" (with a "Company Details" sub-section), "Company Details", and "Contact Information". The "Company Details" section includes fields for "Company Name", "Taxpayer ID", and "DUNS Number". The "Contact Information" section includes fields for "Email", "First Name", "Last Name", "Phone Area Code", "Phone Number", and "Phone Extension". A "Continue" button is located at the bottom right of the form. The footer of the page contains the text "Copyright (c) 1998, 2014, Oracle and/or its affiliates. All rights reserved." and a "Privacy Statement" link.


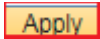
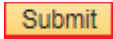
Step	Action
1.	Click in the Company Name field. Company Name <input data-bbox="550 321 1040 359" type="text"/>
2.	No duplicate Company Names are permitted in the system. If your Company Name (with the exact same spelling/spacing/punctuation) is already entered in the system you will receive a message. Enter Company Name/Owner Name Company Name <input data-bbox="550 489 1040 527" type="text"/>
3.	No duplicate Taxpayer IDs are permitted in the system. If your Taxpayer ID has already been entered into the system, you will receive a message when you Submit... Click in the Taxpayer ID field. Taxpayer ID <input data-bbox="508 688 894 726" type="text"/>
4.	Enter the desired information into the Taxpayer ID field. Social Security Number Taxpayer ID <input data-bbox="508 787 894 825" type="text"/>
5.	Press [Tab] .
6.	Enter the desired information into the DUNS Number field. If not a business skip DUNS Number <input data-bbox="537 934 924 972" type="text"/>
7.	If possible, enter a central mailbox email address that is accessed by multiple employees to ensure that communications from the system are received. You will be able to enter additional Contacts on the following pages. Click in the Email field. Email <input data-bbox="440 1134 930 1171" type="text"/>
8.	Enter the desired information into the Email field. Email <input data-bbox="440 1232 930 1270" type="text"/>
9.	Press [Tab] .
10.	Enter the desired information into the First Name field. First Name <input data-bbox="496 1379 883 1417" type="text"/>
11.	Press [Tab] .
12.	Enter the desired information into the Last Name field. Last Name <input data-bbox="496 1526 883 1564" type="text"/>
13.	Press [Tab] .
14.	Enter the desired information into the Phone Area Code field. Phone Area Code <input data-bbox="570 1673 745 1711" type="text"/>
15.	Press [Tab] .
16.	Enter the desired information into the Phone Number field. Phone Number <input data-bbox="542 1820 979 1858" type="text"/>

Step	Action
17.	Click the Continue button. 
18.	In the Address Book section, click the Create button. 
19.	Click in the Address Name field. Address Name 
20.	Enter a label for the address into the Address Name field (such as “Headquarters”). Address Name 
21.	Click in the Address Line 1 field. Address Line 1 
22.	Enter the desired information into the Address Line 1 field. Address Line 1 
23.	Click in the City/Town/Locality field. City/Town/Locality 
24.	Enter the desired information into the City/Town/Locality field. City/Town/Locality 
25.	Click in the State/Region field. State/Region 
26.	Enter the desired information into the State/Region field. State/Region 
27.	Click in the Postal Code field. Postal Code 
28.	Enter the desired information into the Postal Code field. Postal Code 
29.	Click in the Phone Area Code field. Phone Area Code 
30.	Enter the desired information into the Phone Area Code field. Phone Area Code 
31.	Click in the Phone Number field. Phone Number 
32.	Enter the desired information into the Phone Number field. Phone Number 
33.	Click in the Email Address field. Email Address 



Step	Action
34.	Enter the desired information into the Email Address field. This email address will be associated with the site. Email Address <input style="border: 1px solid red;" type="text"/>
35.	Click the Purchasing Address option. This indicates that the address should be used on Purchase Orders and that this is the email address where Purchase Orders should be emailed. <input style="border: 1px solid red;" type="checkbox"/> Purchasing Address
36.	Click the Payment Address option. This indicates that the address should be used for Payment information and that this is the email address where remit advice should be emailed. <input style="border: 1px solid red;" type="checkbox"/> Payment Address
37.	Click the Apply button. <input style="border: 1px solid red;" type="button" value="Apply"/>
38.	In the Contact Directory section, click the Create button. You can create additional contacts associated with the firm here. To give the contact access to manage the Supplier record in iSupplier, click the checkbox for Create User Account For The Contact . <input style="border: 1px solid red;" type="button" value="Create"/>
39.	Click the Apply button. <input style="border: 1px solid red;" type="button" value="Apply"/>

Step	Action
40.	In the Products and Services section, click the Create button. Products and Services are NIGP commodity codes. You can associate relevant products and services with your account so that Prince William County users know which solicitations you are interested in.
41.	Click the Search for Specific Code and Product radio button. Housing Services
42.	Enter a search term in the Description box. Use % as a wildcard if necessary.
43.	Select the relevant categories by selecting the check box on the right.
44.	When you are finished, click the Apply button. 
45.	In the Banking Details section, click the Create button. 
46.	Click the Country list. Country <input data-bbox="558 804 764 842" type="text"/>
47.	Click the United States list item. 
48.	Click the Existing Bank option. <input data-bbox="440 999 472 1037" type="radio"/> Existing Bank
49.	Click the Search for Bank Name button. 
50.	Click in the Search By field. Search By Bank Name <input data-bbox="797 1192 837 1230" type="text"/> <input data-bbox="850 1192 1182 1230" type="text"/>
51.	Enter your bank name into the Search By field. Search By Bank Name <input data-bbox="797 1293 837 1331" type="text"/> <input data-bbox="850 1293 1182 1331" type="text"/>
52.	Click Go .
53.	Click the Quick Select button next to the desired bank. 
54.	Click the Existing Branch option. <input data-bbox="440 1545 472 1583" type="radio"/> Existing Branch
55.	Click the Search for Branch Name button. 
56.	Leave the Search field blank.
57.	Click the Go button. 

Step	Action
58.	Click the Quick Select button next to your Routing Number. 
59.	Click in the Account Number field. Account Number <input data-bbox="558 394 837 432" type="text"/>
60.	Enter the bank account number into the Account Number field. Account Number <input data-bbox="558 485 837 522" type="text"/>
61.	Press [Tab] .
62.	Enter the desired information into the Account Name field (such as, “Checking”). Account Name <input data-bbox="537 625 816 663" type="text"/>
63.	Press [Tab] .
64.	Select the correct currency in the Currency field. Currency <input data-bbox="477 772 643 810" type="text"/>
65.	Click the Apply button. 
66.	Click the Submit button. 
67.	This topic covered the following 1) Prospective supplier Registration 2) Creation of Contacts 3) Creation of Addresses 4) Selection of Business Classification 5) Selection of Products and Services 6) Selection of Banking Details End of Procedure.



COUNTY OF PRINCE WILLIAM
ACCOUNTS PAYABLE OFFICE – ACH Payments
1 COUNTY COMPLEX COURT MC440
WOODBIDGE, VA 22192-9201
Fax (703) 792-7795 (703) 792-4623
<http://www.pwcgov.org>

FINANCE DEPARTMENT
 Accounting Division
 Internal Use Only:

Vendor # _____

Entered by (initials) _____

Date _____

Please return this completed form to the above address for processing.

Thank you for your interest in the Prince William County (PWC) ACH payment program. ACH payments are electronically deposited directly into your bank account, saving you the time and cost of waiting for the mail and depositing checks. This program is free, fast, secure and easy. It is available to all registered Prince William County vendors and employees. If you have any questions regarding your electronic payment, please call (703) 792-4623. Please FAX your information to 703 792-7795 or e-mail to mkimberly@pwcgov.org.

Vendor Agreement – Automated Clearing House (ACH) Credits

Vendor Name _____

SSN/ EIN _____ Remit Address 1 _____

Address 2 _____ City _____ State _____ Zip _____

I (Vendor) hereby authorize Prince William County Government, hereinafter called PWC, to initiate credit entries to my Checking Account Savings Account (select one) at the depository financial institution named below, hereinafter called Depository, and to credit the same to such account.

Nine-digit ABA routing number _____ These numbers are the first nine numbers in the bottom left-hand corner of your checks or savings deposit slip. Note: Some savings deposit slips may have a different ABA number than bank checks.

Account number _____ These numbers are the next group of numbers on the bottom of your check.

PLEASE ATTACH A VOIDED CHECK OR A COPY OF A CHECK. *Savings deposit slips ABA routing number should be verified before attaching.

A statement from your bank, on bank letterhead, with account information will substitute for a voided check.

***Check or statement is not needed for employees if deposited in Payroll Direct Deposit account.**

If PWC funds to which I (Vendor) am not entitled are deposited in my account, I (Vendor) authorize PWC to direct the Depository to return those funds. I (Vendor) acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law and the rules set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until PWC has received a notice of termination from me, or a vendor representative, in such time and in such manner as to afford PWC a reasonable opportunity to act on it. I (Vendor) further acknowledge that any remittance information associated with payments that I (Vendor) receive will be made available to me through a Notification of Payment sent by PWC to the email address designated by me (Vendor).

Does your company receive any remittance that may be considered confidential, such as patient information protected under HIPPA? Please check: Yes No

Date _____ Signature _____ Title _____

Print Name _____ Eprocurement User Name (optional) _____

Permanent Email address for Notification of Payment _____

(This email address should be a company specific email, such as accountsreceivable@company.com unless PWC employee, then employeename@pwcgov.org.)

Contact Name _____ Telephone _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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 for a tenancy under the voucher program.