JOHNSON COUNTY
HOUSING AUTHORITY

HOUSING CHOICE
VOUCHER PROGRAM
Helpful Information for Prospective Landlord

JOHNSON COUNTY
Human Services

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Prospective Landlord

The Section 8 Housing Choice Voucher (HCV) Program is a federally funded program designed to provide subsidies to very low and extremely low income families, allowing them to locate decent, safe housing while maintaining their rental payments at an affordable level. The program also offers an incentive to private property owners to rent to low income families by offering timely, consistent subsidy payment, yearly inspections and mediation.

At or before the approval of the tenancy, the PHA must inform the owner that it is the owner's responsibility to screen the family's behavior or suitability for tenancy.

The owner has the following responsibilities:

1. Tenant selection and leasing:
   - The owner is responsible for screening and selection based on a family's tenancy history.
   - Owner may consider a family's background regarding factors such as:
     - Payment of rent and utility bills
     - Caring for a unit/premises
     - Respecting the rights of other residents to the peaceful enjoyment of their housing.
     - Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others.
     - Compliance with other essential conditions of tenancy.

2. Compliance with the Housing Assistance Payments (HAP) Contract.

3. Normal landlord functions during the lease term (e.g., maintenance, rent collection)

4. Compliance with assisted lease

5. Compliance with equal opportunity requirements

6. Collection of amounts due from family under the lease (tenant rent, security deposit, other tenant charges for damage to the unit)

7. Enforcement of the lease

8. Payment for owner-supplied utilities and services

9. Modifications to units as reasonable accommodations

If you are interested in listing a unit with the Housing Authority, please provide flyers/brochures on 8 1/2" X 11" paper to the front desk receptionist. All copies must be provided by the landlord/homeowner. The following information must be included:

- Complete address of unit
- Number of bedrooms and bathrooms
- Rental amount/when available
- Type of unit: apartments, house, duplex or townhome
- Contact name and phone number
- List of utilities and the party responsible
- Amenities provided: stove, refrigerator, air conditioning, etc.
HOUSING CHOICE VOUCHER (HCV) PROGRAM
(also referred to as Section 8)
Program Overview for Landlords

The initial requirements for a landlord to participation on the Housing Choice Voucher Program are:

- Be willing to participate in the program and comply with program regulations
- Be willing to provide a federal tax identification number
- Be current on taxes for all properties contracted under or proposed to be contracted on under the Johnson County Housing Authority’s Housing Choice Voucher Program.
- Be willing to have your unit inspected to meet minimum Housing Quality Standards

Landlords with criminal histories involving illegal drugs or violent criminal behavior may be denied participation on the Housing Choice Voucher Program. This decision is made at the discretion of the Johnson County Housing Authority.

Participation on the part of landlord is purely voluntary. The unit must be located within the Johnson County Housing Authority jurisdiction (which is all Cities within Johnson County, excluding the City of Olathe Housing Authority)

The first step in participating is for the landlord to select a prospective tenant who has been issued a Voucher from the Johnson County Housing Authority. As stated in the previous topic “Prospective Landlord”, it is essential that landlords screen the prospective tenant before selecting them (the Housing Authority does not perform landlord screenings). The screening criteria you use must not violate the rights of the individual and must not discriminate against constitutionally protected categories (race, color, religion, national origin, age, sex, disability, and familial status).

Once a landlord has found a prospective tenant that they want to rent to, that prospective tenant will have available a “Request for Tenancy Approval” (RFTA) form. This form must be completed in its entirety by the landlord and returned to prospective tenant (this form belongs to the tenant, and should not be taken away from the tenant for the convenience of the landlord). Once the form has been completed and given back to the prospective tenant, the tenant will (must) return it to our office for review by Housing Authority staff

The completion of this RFTA form by the landlord does not create any legal obligations of the part of the tenant, the housing authority or the landlord. The completing of this form is not grounds to allow the tenant to move in nor grounds for the landlord to collect a security deposit. DO NOT ALLOW THE TENANT TO EVER MOVE INTO YOUR UNIT UNTIL THE HOUSING AUTHORITY AUTHORIZES YOU TO DO SO.

The Request for Tenancy Approval must be returned to the Housing Authority office by the voucher holder. Once the form has been received by the Housing Authority, the occupancy specialist will review the form and the requested rent amount. If the requested rent is reasonable in comparison to the rents
charged for similar units on the non subsidized rental market, the form will be accepted for further processing.

The next step will be to have our inspection staff conduct an inspection of the unit. The inspection staff will contact the landlord to arrange a mutually agreeable inspection date and time (usually within 2 weeks of the date that the RTA was received). The inspection staff will conduct the inspection and either pass the unit or fail it. If it fails, we will provide a list of needed repairs with the expectation that these repairs will be made within 30 days (no re-inspection can be done after a 30 day period has lapsed). It is the expectation that the listed repairs will be quickly completed.

Once the unit has passed the inspection, the occupancy specialist will contact the landlord and the tenant to determine a mutually agreeable move in date. DO NOT ALLOW THE TENANT TO MOVE IN WITHOUT OBTAINING THE CONSENT OF THE HOUSING AUTHORITY. The occupancy specialist will also direct the landlord to execute a lease with the tenant and provide a copy of this same lease to the housing authority. No payment can be made to the landlord by the housing authority until a copy of the lease is provided. The lease must be for twelve months initially and cannot commence prior to the date the unit passed inspection nor prior to the date the tenant takes possession of the unit.

The housing authority will prepare a Housing Assistance Payment Contract (HAP)(sample copy contained in this owner’s packet) that allows the landlord to be paid. No payment can be rendered without a signed HAP contract. All initial payments will be delayed until the first of the month following the move in date. That initial payment will contain two payments. All subsequent payments will be made no later than the first (1st) week of each month.

In approximately 9 months, the landlord will be notified of the need to determine if the lease will be renewed and if so, an annual inspection will be scheduled. This process will occur annually as long as you have a tenant who is a participant under the HCV program.
The Do’s and Don’ts of Renting to a Housing Choice Voucher Holder

Do’s

- Do screen your prospective tenants prior to accepting them as tenants and filling out a request for tenancy

- Do collect the entire security deposit after the housing authority approves the unit and passes the housing quality standard inspection

- Do treat the housing choice voucher tenant the same as other tenants who are renting without help from the housing authority

- Do enforce your lease

- Do provide the housing authority with copies of any correspondence to tenants which relate to their continued tenancy

- Do make sure all utilities, landlord and tenant paid, are turned on at all times

Don’ts

- Do not allow prospective tenants to move in or execute a lease until the housing authority advises you so

- Do not allow individuals to live in a voucher holder’s unit without the approval of the housing authority

- Do not charge the tenant more than the housing authority tells you to charge the tenant as their portion of the rent

  Side payments are illegal

- Do not rely on the housing authority to enforce the lease

- Do not violate the terms and conditions of the housing assistance payment contract
ESTABLISHING RENTS ON UNITS
(RENT REASONABLES)

The Johnson County Housing Authority is committed to establishing reasonable rents on units that are proposed to us for participation on the Housing Choice Voucher (HCV) Program. The Department of Housing and Urban Development (HUD), in its guidelines for the HCV Program, requires that the rents allowed be consistent with rents paid to landlords on the non-subsidized rental market. As such, the Inspection Department compiles rents on non-subsidized units within the jurisdiction of the Johnson County Housing Authority. This jurisdiction lies within the boundaries of Johnson County, Kansas excluding the City of Olathe, Kansas. The City of Olathe operates its own Housing Authority.

Final rent amounts are subject to the inspection of the unit by our inspection staff. The overall condition of the unit cannot be verified without “seeing” the unit. If an inspector determines that the amount requested on the Request for Lease Approval form is not merited, then the rent amount must be negotiated based on the inspection findings.

The following items will be reviewed when determining rent reasonableness:
1. Size
2. Location
3. Quality
4. Amenities
5. Housing Services
6. Age of Unit
7. Unit Type
8. Maintenance
9. Utilities

HUD’s goal (and our goal) is to keep rents paid on our subsidized units consistent with rents paid on the area’s non-subsidized (open) market.

It should also be noted that your requested rent amounts should be a reflection of what you need to operate your “business” while earning a “reasonable” profit. It is not appropriate to ask us what we are paying, because what we pay depends on many variables.

The Johnson County Housing Authority operates on a limited budget and cannot afford to pay all rents paid on the “open” market. Rather, HUD’s intentions are to provide housing that at least meets the minimum standards for occupancy. If our partnership can provide more than that, we will do so but within the budgetary constraints of our program.

Finally, the incomes of the participants on the HCV Program may cause some reasonable rents to be beyond the budget of the family. We are charged with not allowing the participants to spend more than 40% of their monthly income for rent and utilities.
### Annual Recertification/Inspection

#### Re-Certification

The Housing Authority (HA) obtains updated information from each family participating in the Housing Choice Voucher Program to determine if they remain eligible to receive rental assistance.

After the updated information has been verified, the HA will mail out rent change letters to the owner and family notifying them of the new Housing Assistance payment and family rent to owner.

If the family fails to participate with the HA in this process, the HA will start the process of terminating the family’s assistance. If the rental assistance is terminated, the family and owner will be notified thirty days prior to the cancellation date. If the family remains in the unit after the cancellation date, they will be responsible for the full rent amount to owner.

#### HQS Inspections

In accordance with HUD regulations (24CFR 982 405 a) the HA conducts an inspection of the unit annually to ensure that the unit continues to meet Housing Quality Standards (HQS). An inspection may occur more frequently if needed.

If the unit fails an HQS Inspection, the owner must take corrective action within the specified period of time, unless the HA approves an extension. If an HQS violation is life threatening, the owner must correct the defect within 24 hours. If the corrective action is not taken, HA will abate (stop) the HAP until the repairs are made. The owner will not recover the monies for the time for which the unit has been under abatement for non compliance with HQS.

The family is still responsible for **THEIR PORTION OF THE RENT, ONLY.** The owner may not collect the HA’s portion from the resident. If the owner still fails to correct all the deficiencies cited prior to end of the abatement period, the HAP Contract will be terminated and the family will be issued a voucher to move.

#### Rent Adjustments

The owner may not increase the rent during the first twelve months of the contract. Thereafter the owners may request an increase by submitting a written Contract Rent Increase Request to the HA and family 60days in advance notice. The adjustment to the contract rent **MUST** meet rent reasonableness and be approved by the HA. If approved, the HA will provide a written notice to both the owner and the family informing them of any adjustments in the HAP or the family’s portion of rent.

If disapproved the owner **may not** collect a higher rent from the resident.
Part A of the HAP Contract: Contract Information
(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract
   This HAP contract has three parts:
   Part A: Contract Information
   Part B: Body of Contract
   Part C: Tenancy Addednum

2. Tenant
   VOID

3. Contract Unit
   VOID

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

   VOID

5. Initial Lease Term
   The initial lease term begins on (mm/dd/yyyy):
   The initial lease term ends on (mm/dd/yyyy):
   VOID

6. Initial Rent to Owner
   The initial rent to owner is: $0.00.
   During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment
   The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $0.00 per month.
   The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.
8. Utilities and Appliances

The tenant shall pay for the utilities and appliances indicated below by an "X". The tenant shall provide for all utilities not indicated below.

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<thead>
<tr>
<th>Item</th>
<th>Specified Name and Type of Appliance</th>
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<tr>
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<tr>
<td>Other</td>
<td>□ Natural Gas □ Electric □ Bottle Gas</td>
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<td>□ Other</td>
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Provided By: ____________________________
Paid By: ____________________________
VOID

SECTION 8 LANDLORD CERTIFICATION

OWNERSHIP OF ASSISTED UNIT
I certify that I am the legal owner or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

APPROVED RESIDENTS OF ASSISTED UNIT
I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

HOUSING QUALITY STANDARDS
I understand my obligation in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

SECURITY DEPOSITS AND TENANT RENT PAYMENTS
I understand that the amount of security deposit charged to Section 8 Participants is not greater than the Security Deposit charged to non Section 8 Participants. The tenant's portion of the contract rent is determined by the Housing Authority, and that it is illegal to charge any additional amounts for rent which have not been specifically approved by the Housing Authority.

REPORTING VACANCIES TO THE HOUSING AUTHORITY
I understand that should the assisted unit become vacant, I am responsible to notify the Housing Authority immediately in writing.

ADMINISTRATIVE AND CRIMINAL ACTIONS FOR INTENTIONAL VIOLATIONS
I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments contract is grounds for termination of participation in the Section 8 Program. I understand that knowingly falsifying material facts is a violation of State and Federal Criminal Law.

VOID

Signature of Landlord/Agent ________________________________________________________________________________________________

VOID Date _______________________________________________________________________________________________________

WARNING: Title 18 US Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any Department or Agency of the United States. State law may also provide penalties for false or fraudulent statements.
Part B of HAP Contract: Body of Contract

1. Purpose
   a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
   b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
   c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
   d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit
   a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
   b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
   c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
   d. The owner certifies that:
      (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
      (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other assisted tenants in the premises.
      (3) The lease is consistent with State and local law.
   e. The owner is responsible for screening the family’s behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family’s behavior or the family’s conduct in tenancy.

3. Maintenance, Utilities, and Other Services
   a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
   b. The owner must provide all utilities needed to comply with the HQS.
   c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
   d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
   e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
   f. The PHA must notify the owner of any HQS defects shown by the inspection.
   g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract
   a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
   b. When HAP contract terminates.
      (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
      (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
      (3) If the family moves from the contract unit, the HAP contract terminates automatically.
      (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
      (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
      (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
      (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
      (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance
payments on behalf of family members who remain in the contract unit.

(9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HAP, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances
a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent
a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
   (1) The location, quality, size, unit type, and age of the contract unit; and
   (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
c. The PHA may redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

c. Amount of PHA payment to owner
(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. Application of payment. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.
(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. Overpayment to owner. If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

7. PHA Payment to Owner
a. When paid
(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
(2) The PHA must pay housing assistance payments promptly when due to the owner.
(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

8. Owner Certification
During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HAP. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

b. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
d. Except for the rent to owner, the owner has not received
and will not receive any payments or other consideration
(from the family, the PHA, HUD, or any other public or
private source) for rental of the contract unit during the
HAP contract term.

e. The family does not own or have any interest in the
contract unit.

f. To the best of the owner’s knowledge, the members of
the family reside in the contract unit, and the unit is the
family’s only residence.

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

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

a. 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 HAP
contract.

b. The owner must cooperate with the PHA and HUD in
conducting equal opportunity compliance reviews and
complaint investigations in connection with the HAP
contract.

10. Owner’s Breach of HAP Contract

a. Any of the following actions by the owner (including a
principal or other interested party) is a breach of the HAP
contract by the owner:
(1) If the owner has violated any obligation under the
HAP contract, including the owner’s obligation to
maintain the unit in accordance with the HQS.
(2) If the owner has violated any obligation under any
other housing assistance payments contract under
Section 8.
(3) If the owner has committed fraud, bribery or any
other corrupt or criminal act in connection with any
Federal housing assistance program.
(4) For projects with mortgages insured by HUD or
loans made by HUD, if the owner has failed to
comply with the regulations for the applicable
mortgage insurance or loan program, with the
mortgage or mortgage note, or with the regulatory
agreement; or if the owner has committed fraud,
bribery or any other corrupt or criminal act in
connection with the mortgage or loan.
(5) If the owner has engaged in any drug-related
criminal activity or any violent criminal activity.

b. If the owner determines that a breach has occurred, the
PHA may exercise any of its rights and remedies under
the HAP contract, or any other available rights and
remedies for such breach. The PHA shall notify the
owner of such determination, including a brief statement of
the reasons for the determination. The notice by the
PHA to the owner may require the owner to take
corrective action, as verified or determined by the PHA,
by a deadline prescribed in the notice.

c. The PHA’s rights and remedies for owner breach of the
HAP contract include recovery of overpayments,
suspension of housing assistance payments, abatement or
other reduction of housing assistance payments,
termination of housing assistance payments, and
termination of the HAP contract.

d. The PHA may seek and obtain additional relief by
judicial order or action, including specific performance,
other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit,
the PHA may exercise any rights and remedies for owner
breach of the HAP contract.

f. The PHA’s exercise of non-exercise of any right or
remedy for owner breach of the HAP contract is not a
waiver of the right to exercise that or any other right or
remedy at any time.

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

a. The owner must provide any information pertinent to the
PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the
United States shall have full and free access to the
contract unit and the premises, and to all accounts and
other records of the tenant that are relevant to the HAP
contract, including the right to examine or audit the
records and to make copies.

c. The owner must grant such access to computerized or
other electronic records, and to any computers,
equipment or facilities containing such records, and must
provide any information or assistance needed to access
the records.

12. Exclusion of Third Party Rights

a. The family is not a party to or third party beneficiary of
Part B of the HAP contract. The family may not enforce
any provision of Part B, and may not exercise any right
or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy
addendum (Part C of the HAP contract) against the
owner, and may exercise any right or remedy against
the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury
to, or any liability to, any person injured as a result of the
owner’s action or failure to act in connection with
management of the contract unit or the premises or with
implementation of the HAP contract, or in any other
action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP
contract does not create or affect any relationship
between the PHA and any lender to the owner or any
suppliers, employees, contractors or subcontractors used
by the owner in connection with management of the
contract unit or the premises or with implementation of
the HAP contract.

13. Conflict of Interest

a. “Covered individual” means a person or entity who is a
member of any of the following classes:
(1) Any present or former member or officer of the
PHA (except a PHA commissioner who is a
participant in the program);
(2) Any employee of the PHA, or any contractor,
subcontractor or agent of the PHA, who formulates

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policy or who influences decisions with respect to the program;
(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual for one year thereafter.

c. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. This provision will sunset on December 31, 2012 unless extended by law.

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

17. Entire Agreement: Interpretation

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

b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.
Part C of HAP Contract: Tenancy Addendum

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

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

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

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

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

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

7. Maintenance, Utilities, and Other Services
   a. Maintenance
      (1) The owner must maintain the unit and premises in accordance with the HQS.
      (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
   b. Utilities and appliances
      (1) The owner must provide all utilities needed to comply with the HQS.
      (2) The owner is not responsible for a breach of the HQS caused by the tenant’s failure to:
(a) Pay for any utilities that are to be paid by the tenant.
(b) Provide and maintain any appliances that are to be provided by the tenant.
c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner
   a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
   b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
      (1) Serious or repeated violation of the lease;
      (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
      (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
      (4) Other good cause (as provided in paragraph d).
   c. Criminal activity or alcohol abuse.
      (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident’s control commits any of the following types of criminal activity:
         (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
         (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
         (c) Any violent criminal activity on or near the premises; or
         (d) Any drug-related criminal activity on or near the premises.
      (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
         (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
         (b) Violating a condition of probation or parole under Federal or State law.
   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 includes:
         (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 includes:
      (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).
   (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
   (6) 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 new owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. 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 an 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.
TOP INSPECTION REQUIREMENTS

All doors accessible from the outside and all windows must be lockable. (Also, no cracked glass or holes in screens.) (Screens required).

Any chipping, peeling, and loose paint must be removed from all interior and exterior surfaces with affected areas cleaned up appropriately, (regardless of the age of the unit or the tenant’s age). For lead safe work practices see www.hud.gov/offices/lead

Each bedroom must have an openable window.

A working smoke detector is required on each level of the unit.

All utilities must be turned on with all related items functioning properly and safely.

Bathrooms must have a working exhaust vent or openable window.

A handrail is required along four (4) or more steps.

Unit must have working stove with oven (all knobs present) and refrigerator. All built-in appliances must work properly.

All floors must be clean and free from hazardous defects (tripping hazards, etc.).

Electrical system must be free of any defects (no cracked or broken coverplates, globes or covers on light fixtures, no frayed or bare wires, etc.).

Unit freshly painted and cleaned to move in condition.

Unit free of mildew/mold including common areas.

No plumbing leaks or dripping faucets.

Furnaces over 10 years old will require a certified furnace statement.

Hot water tank must have a pressure relief value and a discharge line 6 to 8 inches from the floor.

No roof leaks or water stains on ceiling.

Unit and yard must be free from trash and other debris.

All receptacles within 6” of a water source must be GFCI protected

Although there are many Housing Quality Requirements, these are some of the most obvious deficiencies.

**Please be advised that if the inspector determines there are excessive repairs needed the inspection will not be completed.**
HUD POLICY FOR ADDRESSING LEAD PAINT

Owner Responsibility: Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit. (Interior or exterior)

Target Unit: if a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated appropriately, with all safe work practice requirements. If the unit is certified to be lead free by a qualified lead-based paint inspector, the Housing Authority may exempt such paint treatment.

Exterior Surfaces: All exterior surfaces (including walls, stairs, decks, porches, railing, windows and doors, etc.) will be checked for peeling paint.

Acceptable methods of treatment are: Removal by wet scraping, wet sanding, chemical stripping on or off site, replace painted components, scraping with infrared or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained Hydro blasting or high pressure wash with HEPA vacuum and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

Prohibited methods of removal are: Open flame burning or torching; machine sanding or grinding without HEPA exhaust; un-contained hydro blasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) Or totaling no more than twenty square feet on exterior surfaces. These are considered de minimis level repairs.

During exterior treatment: soil and playground equipment must be protected from contamination.

All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution. Clearance testing will be required after treatment procedures and cleanup is completed (except for de minimis level repairs).

Waste and debris must be disposed of in accordance with all applicable Federal, state and local laws.

Tenant Protection: The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

Additional information can be found at www.kshealthyyhomes.org

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