

Gastonia Housing Authority

EXECUTIVE DIRECTOR: WILLIAM GARY FOSTER



CENTRAL OFFICE - 704/864-6771 - P.O. BOX 2398 - 340 W. LONG AVENUE - GASTONIA, NORTH CAROLINA 28053-2398
MAINTENANCE - 704/864-9948 - COMMUNITY SERVICES - 704/864-5212 - FAX - 704/861-8545

I, _____, do hereby certify that I have received a copy of the Gastonia Housing Authority Section 8 Housing Choice Voucher Program Owner Information Packet. This information is not necessarily all-inclusive and is subject to change as required by federal, stated local law, or Gastonia Housing Authority Policy.

In addition to other program information, the following HUD Documents are contained within this packet:

- Form HUD 52641 – Section 8 Housing Assistance Payment Contract
- Form HUD 52641-A – Tenancy Addendum
- Form HUD 52517 – Request For Tenancy Approval

Thank you for your interest in participating in the Section 8 Housing Choice Voucher Program. Should you have questions regarding our program please contact Kay Little, Section 8 Supervisor at t.k.little@ghanc.org or 704-864-6771 Extension 215.

Signature _____

Date _____

GASTONIA HOUSING AUTHORITY

Section 8
Housing Choice Voucher Program

OWNER INFORMATION PACKET

THE GASTONIA HOUSING AUTHORITY'S COMMITMENT

As a public service agency, it is the housing authority's goal to provide excellent service to the families of Gaston County. The housing authority will make every effort to inform Section 8 Participants as well as owners of the program rules, and to advise you of how these rules affect you. Since Federal rules are not always easy to understand, it is very important to ask questions if you are not sure of something. This package may not be all inclusive and is subject to change.

In accordance with HUD requirements and upon written request, the PHA will furnish owners with family's current address and the name and address of the family's current landlord.

The PHA will make exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will furnish prospective owners with information about the family's:

- Rental history
- History of drug trafficking

The PHA will provide the following information based on documentation in its possession:

- Eviction history
- Damage to rental units
- Drug trafficking

The PHA will inform owners that it is the responsibility to determine the suitability of prospective tenants. The PHA will encourage owners to screen applicants for rent payment history, utility payment history, respecting the rights of other residents, damage to units, drug-related criminal activity, other criminal activity that is a threat to the health and safety or property of others, and compliance with other essential conditions of tenancy.

SECTION 8 STAFF CONTACT LIST

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The Gastonia Housing Authority recommends that you correspond with staff via e-mail to improve communications and efficiency.

The following statement explains our e-mail policy

E-Mail messages are the property of the Gastonia Housing Authority and are public information regardless of the source or nature of the e-mail message. Company policy prohibits the receipt or redistribution of any non-business or inappropriate e-mail. Company policy further prohibits the receipt and distribution of mass e-mail unless they are directly related to the business of the agency.

BECOMING A SECTION 8 LANDLORD GASTONIA HOUSING AUTHORITY (GHA)

1. Find a Tenant

- ❖ Advertise your property
- ❖ List your property on www.socialserve.com
- ❖ Prospective tenants may approach you.
- ❖ The tenants must have a valid Housing Choice Voucher.

2. Approve the Tenant

- ❖ You are responsible for screening the tenant according to the same standards used for other tenants.
- ❖ GHA recommends screening for credit, criminal, and rental history.
- ❖ Owner sets the amount of the security deposit and is responsible for its collection (Not to exceed one month's contract rent)

3. Submit Your Request For Tenancy Approval (RFTA)

- ❖ Unit must be ready for inspection prior to submission of Request for Tenancy Approval (RFTA). The property must meet federal Housing Quality Standards (HQS) and GHA Acceptability Criteria Variations (ACV). Copies are available at the Section 8 office at 340 W Long Ave or on the GHA website, www.ghanc.org.
- ❖ Set the amount of proposed rent (rent **CANNOT** exceed what the unit would be rented for on the open market).
- ❖ Owners who have not participated in the program before must complete a W-9 form and submit with a copy of their social security card or written verification of their taxpayer identification number.
- ❖ Owner must submit written proof of their legal ownership of the property, such as a copy of the deed or tax bill. If an agent manages the property, a copy of the management agreement must be provided.
- ❖ Owner's must provide the GHA with a void check and sign an Authorization Agreement for Automatic Deposits for Housing Assistance Payments.
- ❖ Owner must provide a blank copy of the lease he/she proposes to use (Leases must be for the term of one year and must indicate who will pay for the utilities and appliances).
- ❖ Owner or owner's representative must be present at time of inspection

4. GHA Will Approve the Lease and Contract Rent

- ❖ GHA staff will review your proposed contract rent against GHA's approved rent reasonableness methodology.
- ❖ If the rent exceeds the rent reasonableness amount, or GHA payment standard, you may negotiate with GHA staff in an attempt to determine an acceptable rent.
- ❖ Once the contract rent is approved, GHA staff will review your lease.
- ❖ Once the contract rent and the review of the lease have been approved, the RFTA will be accepted.
- ❖ If either the contract rent or the lease is not approvable, the unit would be disapproved for participation in the program.
- ❖ ALL utility service must be on before the unit can be scheduled for inspection. You may certify that the utilities are on in their name, but no HAP contract can be initiated until the tenant provides receipts showing their name, address, and account number (unless you supply the utilities and they are included in the contract rent.)
- ❖ All appliances must be in place before the unit can pass HQS inspection.

5. Housing Quality Standards (HQS) Inspections

- ❖ Before final approval of the unit and the lease, the unit must pass HQS inspection.
- ❖ Inspections will typically be performed within fifteen days of submission of the RFTA.
- ❖ If the unit is occupied, the tenant must have an adult family member present. GHA WILL NOT enter an occupied property without the tenant present unless you have submitted a properly executed Consent to Inspect and Indemnification Agreement form.
- ❖ Should the unit fail the initial inspection, you will have 30 days to correct the deficiencies and submit written verification upon which time the unit would be re-inspected.
- ❖ No more than **three** inspections will be performed on a property; after which it will be disapproved.
- ❖ You, the tenant, and the caseworker will be notified when the unit passes HQS.

6. Execution of the Lease and Housing Assistance Payment (HAP) Contract

- ❖ Once your unit passes HQS, the caseworker will re-verify income, calculate the rent, and contact you to schedule an appointment for the HAP contract signing (you will bring the lease signed by the tenant to this appointment).
- ❖ The HAP contract signings are conducted based on the order the units pass inspection and whether additional information needs to be obtained from the tenant. Once a unit has passed inspection, the HAP signing will typically take place within 5 – 10 days. Units that pass inspection the last ten days of the month are not guaranteed to have the HAP contract signed in time to begin payment the following month.
- ❖ Once HAP contract is executed, actual payments will begin the first of the following month.

7. Ongoing Housing Assistance

- ❖ Monthly HAP payments will continue as long as the family and the unit continue to qualify under the program rules.
- ❖ GHA must conduct re-inspections of units annually and upon request from the owner, tenant, or third party for as long as the tenant remains in the unit.
- ❖ If the unit fails an inspection, the owner must correct repairs during the proper time frame (within thirty days of inspection) and notify the inspections department in writing that the repairs have been completed. Failure to do so will result in the abatement of the owner's payments.

Find out more about the Section 8 program by visiting HUD's website at
http://www.hud.gov/offices/pih/programs/hcv/about/fact_sheet.cfm

Section 8 Landlord Frequently Asked Questions

How do I know if a tenant has a valid Housing Choice Voucher?

Ask the tenant to bring their voucher when you show the unit.

When can the tenant move into the unit?

The landlord decides when a tenant can move into a property (GHA recommends that they not move in until after the unit passes inspection). Remember, GHA will not begin making any housing assistance payments (HAP) until AFTER (1) the property passes inspection, (2) the tenant has utility services connected and provided receipts to GHA, and (3) the tenant has possession of the unit. Always notify GHA when a tenant moves into the unit.

How is the tenant's portion of the rent calculated?

A tenant will pay approximately thirty percent of their monthly income toward rent.

How is the tenant's portion of the rent collected?

The owner is responsible for the collection of the tenant's portion of the rent. If the tenant's rent is not paid, the owner must pursue legal remedies allowable under NC law.

How much will the Housing Authority pay for each property?

There is no set price for units based on bedroom size. Owners cannot charge more for a unit under the Section 8 program than they would for the unit on the open market. Owners should request the rent they believe the unit warrants, and GHA will determine whether or not it is approvable.

GHA will determine a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the neighborhood where your property is located. The payment standard is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent you may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

What if the tenant's voucher is for a smaller size than the unit?

Tenants can rent a larger size unit than determined by GHA. However, GHA will base the payment standard on the voucher size.

If my payment is abated because repairs are not completed in a timely manner, can I collect GHA's portion of the rent from the tenant?

NO. The tenant cannot be held responsible for GHA's portion of the rent.

What do I do if the tenant is violating the lease?

Owners are responsible for enforcing their own lease. In addition, if there is any correspondence to the tenant (including eviction proceedings,, a copy should be provided to the Housing Authority.

What if the unit fails inspection because of damage done by the tenant?

Owners have the right to pursue collective action against tenants for any damages that exceed normal wear and tear. GHA encourages owners to provide the tenant with a list of charges they can expect to incur in the event they damage the unit.

Socialserve.com

A Non-profit Internet and Technology Service

PO Box 35305 - Charlotte, NC 28235 - Ph: (704)334-8722 - Fax (704)334-0779

Email: info@socialserve.com – webmaster@socialserve.com

LANDLORD UNIT LISTING INFORMATION SHEET

The Gastonia Housing Authority relies on Socialserve.com, an on-line housing information resource, as the major tool for Section 8 assisted families to locate housing. We encourage our participating and potential property owners to utilize this service to list and maintain available Section 8 properties.

To list and maintain the status of your unit(s):

1. Sign onto the internet and to www.socialserve.com
2. Click the Databases tab to go to the housing database.
3. To set up a free property management account click on Get a username and password.
4. Fill-in the requested information. A socialserve.com representative will contact you to finish setting up your account and assign your username and password.
5. Once you have a username and password, click the option to sign on with your username and password.

This will take you to the property management screen. From here you can add new unit, or update information on the units you have already listed with socialserve.com.

Reminder You can click the Back button (top left-hand corner of your screen) at any time to return to the previous page.

GASTONIA HOUSING AUTHORITY
SECTION 8 HOUSING QUALITY STANDARDS
TEN MOST COMMON FAIL ITEMS

1. Missing Light Globes
2. Cracked/missing switch plate and receptacle covers
3. Windows painted shut
4. Smoke detectors, missing batteries
5. Chipping/peeling paint on siding, window sills, trim, porches, etc.
6. Open ground receptacles
7. Replace/rescreen foundations vents
8. Water temps too high, must be between 100 and 120 degrees Fahrenheit (at tap)
9. Refrigerator temps too high, must be no higher than 38 degrees
10. Handrails required for four (4) or more risers

The above fail items are prioritized by the highest percentage rate of failure on first time out inspections.

**GASTONIA HOUSING AUTHORITY
HOUSING QUALITY STANDARDS
ACCEPTABILITY CRITERIA VARIATIONS**

GENERAL

- All repairs and alteration made to any dwelling or dwelling unit must be installed in the manner in which it was intended to be installed; and, all work must exhibit quality workmanship.
- All dwellings, dwelling units and rooming houses must display house numbers as assigned and required by the local jurisdiction. They must be of sufficient size and location to be readily visible from the street.
- No utility service is provided to any dwelling that is in violation of the minimum housing standards for the locality.

PLUMBING

- All plumbing (under house and inside walls) must be in a state of good repair and in working order.
- Water temperature of not more than 120 degrees and not less than 100 degrees
- Refrigerators temperatures must be between 34-38 degrees Fahrenheit.

VENTILATION

- Every habitable room shall have a window facing directly to the outdoors, (habitable room shall include: bedroom, living-room and kitchen)
- Minimum window area shall be 8% of floor area. Windows within 5 feet of a wall or partition is not considered facing directly outdoors and not counted as required window openings.
- Every habitable room must have at least one window, which can be easily opened.
- Every bathroom and water closet shall comply with light and ventilation requirements of a habitable room or be equipped with approved mechanical ventilation.

ELECTRICAL

- Every habitable room must contain at least two floor or wall type convenience receptacles. (If a switch controlled receptacle, it must in addition to the required number of receptacles.)

- All receptacles must be properly grounded. The following shall apply (ASSUMING FULL COMPLIANCE WITH ALL APPLICABLE CODES):
 1. Two-wire ungrounded systems with two-prong receptacles are acceptable;
 2. Two-wire ungrounded systems with three-prong receptacles are non-complying and unacceptable. Any three-prong receptacle on a two-wire ungrounded system must be properly supplied through a GFCI.
- Every bathroom must have a convenience wall type GFCI receptacle properly installed.
- In every bathroom, water-closet room, laundry room and furnace room at least one supplied ceiling or wall type electric light fixture.
- Every kitchen shall have one convenient receptacle located along a countertop or table and if within 24" of water source it must be GFCI protected
- Every public hallway or stairway in multiple dwelling must be lighted at all times.
- One approved and listed smoke detector is required (120 V AC operated smoke detector is highly recommended):
 1. On each floor and habitable basements. Must be installed in accordance with manufacturers recommendations and listing and maintained in good working condition.
 2. In the hallway adjacent to sleeping quarters (If this is a split bedroom design one goes outside of each bedroom, if common hallway only one in the hallway will suffice.)
 3. Inside of each bedroom (may be battery operated but AC operated is highly recommended to increase effectiveness of system);
 4. On each habitable floor,
 5. If new circuit is required by the code enforcement official each detector must be hardwired with battery back up and on a looped circuit,
 6. If no new circuit required a minimum of battery powered detector to be placed in each area required above (hardwired detectors are strongly recommended).
- All fixtures, equipment, receptacles and wiring shall be maintained in a state of good repair, safe and capable of being used and installed properly.
- The minimum capacity of any service supply and the main disconnect switch shall be capable of supporting the load and in no case shall the service be less than 100 AMPS per dwelling unit.

SAFE AND SANITARY MAINTENANCE

- Exterior surfaces resistant to deterioration and shall be treated with a protective coating or covering and maintained in good repair to prevent deterioration.
- Every foundation wall, exterior wall and exterior roof shall be substantially weather tight, watertight and rodent-proof; capable of affording privacy.
- Every dwelling unit shall have a minimum of R-19 insulation in the ceiling (R-30 is strongly recommended).
- A minimum clear opening of 14" X 24" inches of access into the attic area. If any mechanical equipment is located in attic area attic access must be 22" X 36".
- Every interior floor, wall and ceiling shall be watertight, weather-tight and rodent-proof, shall be kept in sound condition and good repair, capable of supporting normal load.
- Every tub or shower shall have a wall surface constructed and maintained so as to be substantially impervious to water and shall be maintained in a clean and sanitary condition.
- All windows, exterior doors basements and hatchways must be substantially watertight, weather-tight and rodent-proof and kept in good working condition and in good repair.
- Doors shall be provided leading to all bedrooms, toilet rooms and bathrooms and all rooms adjoining a public space.
- All exterior doors must have an apparatus for opening and closing the door on both sides, a locking mechanism, and shall be kept in sound working condition and in good repair.
- Bathroom floors surface, kitchen floor surface and water closet compartment floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary manner.
- Every supplied facility, piece of equipment or utility which is required must be installed and constructed that it will function safely and effectively and shall be maintained in sound working condition.
- Every interior and exterior stairway, porch and any appurtenance must be safe to use and capable of supporting the load that normal use may cause.
- Every yard shall be properly graded so as to obtain thorough drainage as to prevent the accumulation of stagnant water and to allow positive drainage around the foundation of the dwelling unit.

- Every dwelling shall have acceptable means of egress.
- Every yard and exterior property area shall be kept free of noxious weeds or plant growth. (Grass must be maintained under 12 inches)
-
- All construction debris must be placed in container and removed prior to final approval of the dwelling unit.

INSECTS, RODENTS AND INFESTATION

- Screens shall be installed on all windows and openable areas that which open to the outdoors, with the exception of dwellings that have an operating central air conditioning system.
- All screens must be framed and installed properly. (Cannot be stapled or permanently affixed to the sash, exterior siding etc.)
- Every basement or cellar window used or intended to be used for ventilation or any other opening to the basement shall be supplied with screens or other approved devices to prevent rodents from entering.
- To prevent rodent infestation the property owner is require to exterminate prior to a new occupant occupying the home. If infestation occurs after this extermination it is the responsibility of the tenant to provide extermination (except in cases where two or more dwelling units are attached and it remains the responsibility of the owner)
- Every dwelling unit shall be supplied with adequate rubbish storage facilities.
- Every dwelling unit shall have adequate garbage disposal facilities or storage containers have a capacity of not more than 30 gallons per each container.

STRUCTURAL

- Wall partitions or supporting members, sills, joist, rafters or other structural members shall not lean, list or buckle, and shall not be rotted, deteriorated or damaged and shall not have holes or cracks which might admit rodents.
- Floors or roofs shall have adequate supporting members and strength to be reasonable safe for the purpose used.
- Roof coverings shall be maintained in good sound condition.
- No more than two (2) roof coverings, if more than two at current time of inspection the roof covering will not have to be removed unless it is deteriorated, then it must be stripped down to sheathing.

- Foundations, foundation walls (load bearing or non-load bearing), piers or other foundation supports shall not be deteriorated or damaged.
- Foundation and crawl space must be free of trash and debris.
- The roof, flashing, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather-tight, watertight and rodent proof.
- There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or location as to constitute a fire hazard.
- There shall be no use of ground for floors or wood floors on ground.
- All fuel storage tanks if used for heating purposes must be maintained in a safe condition and shall not be rusted, deteriorated or in danger of falling over. If the tank is not used for heating purposes it must be removed from the premises.
- Steps, stairs, landings, porches, or other parts and appurtenances shall be maintained in a condition that will not fail or collapse, or pose a danger to the occupants or the public. These appurtenances must be constructed of treated lumber with galvanized fasteners.
- Handrails and guardrails must be installed in a secure, approved and acceptable manner. Handrails must be 30 to 34 inches high. Guardrails must be 36 inches high.
- Interior floor, walls and ceiling must be kept in sound condition and good repair, shall be safe to support the load that is required and shall be finished with suitable material which by use of reasonable household methods promote cleanliness and sanitation and shall be maintained in such a manner to enable the occupants to maintain privacy between various spaces.

CLEANLINESS

- Every owner of a multiple dwelling unit or complex shall be responsible for maintaining in a clean and sanitary condition the shared or public area of the premises.
- Every occupant of a dwelling unit shall be responsible for cleanliness of the occupied areas and facilities in which they occupy. (includes: floors, walls, ceilings, windows, plumbing fixtures, cook stove, refrigerator, cabinets and other furnishing)
- No occupant shall obstruct in any manner any means of egress/ingress to or from any portion of the premises.

The Gastonia Housing Authority inspector will report any suspected code violations to the appropriate Authority Having Jurisdiction, i.e., City of Gastonia Code Enforcement Division.

Minimum Standards & Regulations for Existing Houses

Footnotes:

- (1) The GHA Section 8 Inspector is not trained in compliance with the NC State Building Code, Volume VII, CABO One & Two Family Dwellings Code and all other applicable codes. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (2) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (3) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code and National Electric Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (4) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (5) The GHA Section 8 Inspector is not trained in compliance with the National Electric Code. The Inspector will only test the receptacle with commonly used testing equipment for proper operation. Failure of this test will require that repairs be made.

He/she will not determine that the receptacle has been wired in accordance with the National Electric Code. The Inspector will make note of visual or test observations that, in his/her opinion, may constitute a wiring discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (6) The GHA Section 8 Inspector will limit his/her inspection to the following: the smoke detectors are in good working order; the smoke detectors are provided in the areas required by these Minimum Standards & Regulations for Existing Homes and the smoke detectors are mounted on the wall an acceptable distance from the ceiling as required by NFPA 73.

He/she will not determine that the smoke detector has been wired in accordance with the National Electric Code. The Inspector will make note of visual or test observations that, in his/her opinion, may constitute a wiring discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (7) The GHA Section 8 Inspector will only determine that all fixtures, equipment, receptacles and wiring are in a state of good repair, are safe and capable of being used.

The GHA Section 8 Inspector is not trained in compliance with the National Electric Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute an installation discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (8) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (9) Where heating apparatus has been installed or re-installed between just prior to the lease of the current prospective tenant, the landlord must provide the Section 8 Inspector with a copy of the licensed mechanical contractor's inspection and results.
- (10) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code, NC Mechanical Code or NEC. The Inspector will inspect appliances for general operation only.

The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (11) The GHA Section 8 Inspector will only make a visual inspection of the fireplace from the general area in which it is located. The Inspector will not make an attempt to determine the condition of any component that cannot be viewed from the general living area. Therefore, the Inspector will not be responsible for inspecting from the attic, crawlspace, etc.

The Inspector may determine from a visual inspection that hidden discrepancies are present. In this case, he/she will refer such observations to the City of Gastonia Code Enforcement Division.

- (12) The GHA Section 8 Inspector will not determine compliance with this requirement.
- (13) The GHA Section 8 Inspector will only determine that one path of egress is available.
- (14) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will determine that handrails and guardrails are present; are sufficiently attached the structure and/or stairs; and is installed to the proper height. The Inspector only make note of visual observations that, in his/her opinion, may constitute non-compliance with the NC Residential Building Code and refer such observations to the City of Gastonia Code Enforcement Division.

HQS – DETERIORATED LEAD-BASED PAINT

If your property was built prior to 1978 and has deteriorated paint greater than de-minimis levels defined as LESS THAN:

1. Total of 20 square feet on the exterior surfaces (cumulative)
2. Total of 2 square feet on interior surfaces (cumulative)
3. 10 percent or more of a small component-window sills, door frames, etc.

**UNLESS THE PROPERTY HAS BEEN INSPECTED AND HAS WRITTEN
DOCUMENTATION CERTIFYING THE PROPERTY HAS BEEN INSPECTED
AND FOUND TO BE LEAD FREE BY A NORTH CAROLINA CERTIFIED
LEAD-BASED PAINT INSPECTOR OR RISK ASSESSOR THEN:**

All work with lead-based paint above de minimis levels, whether interim controls or abatement, requires:

1. Occupant Protection
2. Lead-safe work practices
3. Clearance

The Gastonia Housing Authority inspector will report any suspected code violations to the appropriate authority having jurisdiction, i.e., City of Gastonia Code Enforcement Division.

LEAD-BASED PAINT

EXAMPLES OF

HQS INSPECTION REPORTING BY

GASTONIA HOUSING AUTHORITY

AND

COMPLIANCE BY OWNER

GENERAL LEAD-BASED PAINT INSPECTION CRITERIA

The Gastonia Housing Authority will continue to inspect housing units at initial occupancy and re-examination as in the past. The only difference will be in the identification and requirements for lead-based paint hazard reduction, clearance testing and notification that will take effect August 10, 2001.

Three conditions may exist where you must take action:

1. Chipped, peeling or cracked surfaces below de minimus levels

You must stabilize painted surfaces before approval of tenancy (unoccupied) or within 30-days of notification (occupied). Stabilization involves removal of loose paint; repair of substrate; and an application of new coat of paint. Safe work practices are not required. Ongoing maintenance is required. Option – test paint.

2. Chipped, peeling or cracked surfaces above de minimus levels

You must stabilize painted surfaces ¹ before approval of tenancy (unoccupied) or within 30-days of notification (occupied). Stabilization, using safe work practices, involves removal of loose paint; repair of substrate; and an application of new coat of paint. Workers who, at a minimum, have OHSA Lead Hazard Communication Training must perform the work. A certified "Lead-Based Paint Abatement Supervisor" must supervise the work. You must perform a clearance test and notify the resident of clearance test results. Ongoing maintenance required. Option – test paint.

3. Child under the age of six with Environmental Intervention Blood Lead Level (EIBLL)

Gastonia Housing Authority must conduct a risk assessment within 15 days of notification and notify you of the results. You must perform paint stabilization ¹ (interim controls or abatement) using safe work practices within 30 days of receiving the risk assessment report. This involves removal of loose paint; repair of the substrate; and an application of a new coat of paint. Workers who, at a minimum, have OSHA Lead Hazard Communication Training must perform the work. A certified "Lead-Based Paint Abatement Supervisor" must supervise the work. You must obtain a clearance examination and notify residents of the hazard reduction activities and clearance examination results. You must take the above action even if the child moves from your housing unit. Ongoing maintenance required. Option – test paint.

The following pages provide examples of how lead based paint failed items will be notated on the form HUD-52580, Inspection Checklist, Section 8 Tenant-Based Assistance, Rental Certificate Program, Rental Voucher Program.

**EXAMPLE 2 – CHILD UNDER THE AGE OF 6 WITH ELEVATED
INTERVENTION BLOOD LEAD LEVEL AND LEAD-BASED PAINT ABOVE
THE DE MINIMUS LEVEL**

On Page 4 of 6, Item No. 6.6, there is a notation for "1 CHILD UNDER AGE 6 HAS EIBLL; PNT PEEL – WINDOW TRIM (>10%); PNT PEEL-EXT. SURFC. (>20 SF)

In this case, the Gastonia Housing Authority has been notified by an agency (most likely the Gaston County Health Department) that a child has been identified with an Elevated Intervention Blood Lead Level (EIBLL). In response, the Gastonia Housing Authority has conducted an inspection and found lead-based paint on more than 10% of the exterior window trim and more than 20 SF on the exterior walls (above the de minimus level).

When these two conditions are found to exist (child with EIBLL and lead-based paint above the de minimus level), the Gastonia Housing Authority will cause a formal Risk Assessment to be performed (at our expense) to determine the condition of the lead-based paint and the course of action required by the owner of the property. We must do this within 15 days of being notified that a child with an EIBLL is living in the housing unit.

You, as the owner of the housing unit, must perform the hazard reduction actions outlined in the Risk Assessment within 30 days of receiving the Risk Assessment report.

After receipt of the Risk Assessment, you will follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

EXAMPLE 1 - ITEMS 1 AND 2

Item 1 - Chipped, peeling or cracked surfaces below de minimus levels

On Page 1 of 6, Item No. 1.9, there is a notation for "PNT PEEL – WINDOW SILL (<10%); PNT PEEL-WALLS (< 2 SF)

This means that lead-based paint was found on less than 10% of the living room window sill and less than 2 SF on the walls.

In this case, because both surfaces contain less than the de minimus amount of lead-based paint, you would follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES BELOW DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is the same procedure that has been used prior to August 10, 2001).

If deteriorated lead-based paint greater than 10% had been found on living room window sill or greater than 2 SF had been found on the interior walls, the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" would be used. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

Item 2 - Chipped, peeling or cracked surfaces above de minimus levels

On Page 4 of 6, Item No. 6.6, there is a notation for "PNT PEEL – WINDOW TRIM (>10%); PNT PEEL- EXT WALLS (> 20 SF)"

In this case, lead-based paint was found on more than 10% of the exterior window trim and more than 20 SF on the exterior walls.

Either one of these findings would require you to follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

[Code of Federal Regulations]
[Title 24, Volume 4]
[Revised as of April 1, 2002]
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[Page 580-583]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER IX--OFFICE OF ASSISTANT SECRETARY FOR PUBLIC AND INDIAN HOUSING,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 982--SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE VOUCHER
PROGRAM--Table of Contents

Subpart I--Dwelling Unit: Housing Quality Standards, Subsidy Standards,
Inspection and Maintenance

Sec. 982.401 Housing quality standards (HQS).

Source: 60 FR 34695, July 3, 1995, unless otherwise noted.

(a) Performance and acceptability requirements. (1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2) (i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4) (i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities--(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria. (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal--(1) Performance requirement. (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) Acceptability criteria. (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security--(1) Performance requirement. The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria. (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination

windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment--(1) Performance requirement. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria. (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity--(1) Performance requirement. 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. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria. (i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) Structure and materials--(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria. (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weathertight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) Interior air quality--(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria. (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) Water supply--(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood--(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition--(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement--(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

[60 FR 34695, July 3, 1995, as amended at 61 FR 27163, May 30, 1996; 63 FR 23861, Apr. 30, 1998; 64 FR 26646, May 14, 1999; 64 FR 49658, Sept. 14, 1999; 64 FR 50230, Sept. 15, 1999]

**Guidelines for Manufactured Housing in the Section 8 Program
Gastonia Housing Authority**

1. GHA must provide assistance for families residing in manufactured housing.
2. Lead-based paint requirements apply to manufactured housing.
3. Manufactured housing must have been constructed no earlier than 1978 (to meet standards of 24 CFR 3280 – Manufactured Home Construction and Safety Standards).
4. Manufactured housing shall comply with the North Carolina State Building Code, as amended, and with all standards of fitness for human habitation and the requirements of these Guidelines and the GHA Manufactured Home Acceptable Criteria Variations. The GHA Section 8 Department may request the assistance of a qualified building inspector if it is suspected that any requirements of the North Carolina State Building Code are not met.
5. Manufactured housing shall comply with all regulations promulgated by the NC State Building Code Council. The GHA Section 8 Department may request the assistance of a qualified building inspector if it is suspected that any regulation is not met.
6. Manufactured housing shall comply with the Uniform Standards Code for Mobile Homes as enacted and published by the North Carolina department of insurance and the North Carolina Building Code Council.
7. Housing must comply with 24 CFR 982.401 Housing Quality Standards.
8. 24 CFR 982.620, Manufactured home: Applicability of requirements applies. GHA will not provide subsidy for lease of the space by an owner of a manufactured home - see 24 CFR 982.620(a)(3).
9. The manufactured home must meet all HQS performance requirements and the GHA Manufactured Home Acceptable Criteria Variations. 24 CFR 982.621, Manufactured home: Housing quality standards apply.
10. 24 CFR 3280 – Manufactured Home Construction and Safety Standards covers all equipment and installations in the design, construction, transportation, fire safety, plumbing, heat-producing and electrical systems of manufactured homes which are designed to be used as dwelling units. The GHA Section 8 Department may request the assistance of a qualified building inspector if deficiencies beyond those covered in the GHA Manufactured Home Acceptable Criteria Variations or code violations are suspected.

11. 24 CFR 982.622, Manufactured home space rental: Rent to Owner does not seem to apply. GHA will not provide assistance for leasing of space only.
12. 24 CFR 982.623, Manufactured home space rental: Housing assistance payment does not appear to apply.
13. 24 CFR 982.623, Manufactured home space rental: Utility allowance schedule does not appear to apply.
14. If the manufactured home is in a manufactured home park, the owner is required to submit information on rents charged to non-assisted families to assist GHA in determining a reasonable rent.
15. If the manufactured home is not in a manufactured home park, GHA must conduct a rent reasonableness study to determine a reasonable rent.
16. If the manufactured home is in a manufactured home park, the park must meet the requirements of Manufactured Home Parks Ordinance, Gaston County, North Carolina, issued on February 25, 1993. Manufactured home parks within the city that do not meet these requirements will be reviewed on a case-by-case basis using this ordinance as a guide for site quality.
17. Grandfather clauses for all requirements are incorporated for houses that have not been substantially rehabilitated after the date of the law or regulations.

GHA Manufactured Home Acceptability Criteria Variations

1. 24 CFR 3280 – Manufactured Home Construction and Safety Standards covers all equipment and installations in the design, construction, transportation, fire safety, plumbing, heat-producing and electrical systems of manufactured homes which are designed to be used as dwelling units. The GHA Section 8 Inspections Department may enlist the assistance of a qualified city or county building inspector if deficiencies beyond those covered in the GHA Manufactured Home Acceptable Criteria Variations or code violations are suspected.
2. The County of Gaston Amendments to the Minimum Housing Ordinance adopted on January 8, 1998 are incorporated. The GHA Section 8 Inspections Department may enlist the assistance of a qualified city or county building inspector if deficiencies beyond those covered in this GHA Manufactured Home Acceptable Criteria Variations or code violations are suspected.
3. Manufactured home located in a manufactured home park – The manufactured home park must comply with the Manufactured Home Parks Ordinance – Gaston County, North Carolina. GHA will have the authority to interpret the requirement of the ordinance for purposes of this ACV.
4. The certification label certifying that the manufactured home is constructed in accordance with the requirements of the Department of Housing and Urban Development and is constructed in conformance with the Federal manufactured home construction and safety standards in effect on the date of manufacture. The label is usually located at the taillight end approximately one foot up from the floor and one foot in from the right side of the manufactured home.
5. All repairs and alteration made to any dwelling or dwelling unit must be installed in the manner in which it was intended to be installed; and, all work must exhibit quality workmanship.
6. All manufactured housing shall be supported by concrete footings and masonry piers designed in accordance with the State of North Carolina Regulations for Manufactured Homes, 2003 Edition. The bottom of all footings shall be a minimum of 6” below finished grade.

The Section 8 Inspector will make a visual inspection to ensure that the footings and piers are installed properly. He/she may contact the appropriate local code officials if proper design or installation is in question.

Every foundation wall must be capable of supporting the load that normal use would cause to be placed thereon.

7. Anchoring systems must be installed in accordance with Section 3.9 of the State of North Carolina Regulations for Manufactured Homes, 2003 Edition. All anchoring equipment within a skirting system shall be painted with a rust

inhibiting paint or zinc coated steel. All anchoring equipment outside of a skirting system shall be zinc coated steel.

Over-the-roof ties for older homes, when utilized, are to be in addition to required diagonal straps which are to be installed in accordance with Table 3.9.6 of the State of North Carolina Regulations for Manufactured Homes, 2003 Edition.

The Section 8 Inspector will make a visual inspection of the anchoring system and contact the local codes officials if he/she has questions on design or construction.

8. Skirting shall be of a material that is acceptable for exterior construction. It shall be continuous brick, cinder block, concrete block, stucco, stone, or other masonry-type underpinning or other non-reflective skirting specifically manufactured for manufactured homes, or pressure treated wood (except plain standard-surface, pressure treated plywood shall not be considered acceptable), unpierced except for required ventilation and an access door. Such underpinning or skirting shall be installed under all elements of the manufactured home.

Masonry curtain walls shall be installed in accordance with the requirements of the State of North Carolina Regulations for Manufactured Homes, 2003 Edition, Section 3.6.

9. Crawl space access shall be provided by an opening that is a minimum of 18 inches high by 24 inches wide or by panels (of the same minimum size) that are removable without the use of tools.
10. Ventilation of crawl space must be provided. A ventilation opening shall be placed within three feet of each corner and the remaining openings oriented around the perimeter so as to provide cross-ventilation of the space. Louver type vents must be fully operable.

6 mil polyethylene vapor retarder or equivalent shall be installed over the complete area under the home, with joints overlapping at least 12 inches.

Ventilation shall be provided having not less than one (1) square foot of net free opening for each fifteen hundred (1500) square feet of crawl space. Table 3.10.3A of the State of North Carolina Regulations for Manufactured Homes, 2003 Edition shall be used.

11. All dwellings, dwelling units and rooming houses must display house numbers as assigned and required by the local jurisdiction. They must be of sufficient size and location to be readily visible from the street.
12. No utility service is provided to any dwelling that is in violation of the minimum housing standards for the locality.
13. All plumbing (under house and inside walls) must be in a state of good repair and in working order.

14. Water temperature of not more than 120 degrees and not less than 100 degrees.
15. Refrigerators temperatures must be between 34-38 degrees Fahrenheit.
16. Each habitable room shall be provided with at least one exterior window and/or door (easily opened) having a total glazed area of not less than 8 percent of the gross floor area. Windows within 5 feet of a wall or partition is not considered facing directly outdoors and not counted as required window openings.
17. Kitchens shall be provided with a mechanical ventilation system capable of exhausting 100 cfm to outside of the home. The exhaust fan shall be located as close as possible to the range or cook top, but in no case farther than 10 feet horizontally from the range or cook top.
18. Each bathroom and separate toilet compartment shall be provided with a mechanical ventilation system capable of exhausting 50 cfm to the outside of the home. A separate toilet compartment may be provided with 1.5 square feet of openable glazed area in place of mechanical ventilation.
19. Manufactured homes must have a minimum of two exterior doors remote from each other and shall not be located in rooms where a lockable interior door must be used in order to exit. In order for the doors to be considered remote, they: must not be in same room; in single wide units they may not be less than 12 feet from each other; in double wide units doors may not be less than 20 feet from each other; and one of the required exit doors must be accessible from the doorway of each bedroom without traveling more than 35 feet.

All exterior doors must have a minimum area of 28 inches by 74 inches and shall have a key-operated lock that has a deadlocking latch or a key-operating dead bolt with passage latch. Locks shall not require the use of a key for operation from the inside.

All exterior doors opening outward shall be provided with a safety door check.

20. Smoke alarm - no door separating living area from bedroom –smoke alarm located in hallway between living area and first bedroom door and between the return air grille and the living area. Smoke alarms must be installed in each room designated for sleeping.
21. Each room designated for sleeping shall have at least one window. The bottom of the window opening shall not be more than 36 inches above the floor and locks, latches, handles, etc. shall not be located in excess of 54 inches from the finished floor.
22. Bathroom and toilet compartments shall be equipped with a privacy lock.
23. Privacy locks on any interior doors equipped shall have an emergency release on the outside to permit entry.

24. The bottom and sides of combustible cabinets over cooking range for a horizontal distance of 6 inches from the outside edge of the cooking range shall be protected with at least 5/16-inch thick gypsum board or equivalent limited combustible material.
25. The cabinet area over the cooking range or cook tops shall be protected by a metal hood with a minimum eyebrow projecting horizontally from the front cabinet face. The hood shall be at least as wide as the cooking range or cook top. The metal hood may be omitted if an oven of equivalent metal protection is installed between the cabinet and range and all exposed cabinet surfaces are protected as required by item 10.
26. Carpeting shall not be used in a space or compartment designed to contain only a furnace and/or water heater.
27. Smoke alarm - door separating living area from bedroom – smoke alarm located in living area and hallway as close to door as practical. Smoke alarms must be installed in each room designated for sleeping.
28. Smoke alarm - sleeping areas separated by any one or combination of common-use areas –smoke alarm located in each bedroom area. Smoke alarms must be installed in each room designated for sleeping.
29. Smoke alarm – in rooms with peaked sloping ceilings, smoke alarms must be mounted on the ceiling within 3 feet, measured horizontally, from the peak of the ceiling; at least 4 inches, measured horizontally, below the peak of the ceiling; and at least 4 inches from any projecting structural element.
30. Smoke alarms shall be labeled as conforming with UL Standard No. 217 and shall be mounted on the ceiling or wall. If mounted on the ceiling, it cannot be within 4 inches of a wall. If mounted on wall, the top of the alarm must be not less than 4 inches nor more than 12 inches below the ceiling or a distance permitted by the listing, below the ceiling.

Smoke alarms shall be attached to an electrical outlet box and the alarm connected by a permanent wiring method into a general electrical circuit. Battery backup must be provided. In lieu of an electrical power source with battery backup, the alarm may be connected to a battery rated for a 10-year life, provided the alarm is listed for use with a 10-year battery.

There shall be no switches in the circuit to the alarm between the over-current protection device protecting the branch circuit and the alarm. Smoke alarms shall be placed on the same branch circuit or any circuit protected by a ground fault circuit interrupter.

A smoke alarm must not be placed in any location that impairs its effectiveness.

Smoke alarms must be interconnected such that the activation of one alarm causes the alarm to be triggered in all required smoke alarms in the home.

All smoke alarms must be clean and functional at all times.

31. All receptacle outlets shall be properly grounded. The following shall apply (ASSUMING FULL COMPLIANCE WITH ALL APPLICABLE CODES):
 - a. Two-wire ungrounded systems with two-prong receptacles are acceptable;
 - b. Two-wire ungrounded systems with three-prong receptacles are non-complying and unacceptable. Any three-prong receptacle on a two-wire ungrounded system must be properly supplied through a GFCI.
32. All outdoor receptacles, receptacles in bathrooms and receptacles in kitchens within 6 feet of a sink shall have ground fault circuit protection.
33. In every bathroom, water-closet room, laundry room and furnace room at least one supplied ceiling or wall type electric light fixture.
34. Every kitchen shall have one convenient receptacle located along a countertop or table and if within 24" of water source it must be GFCI protected.
35. All fixtures, equipment, receptacles and wiring shall be maintained in a state of good repair, safe and capable of being used and installed properly.
36. The minimum capacity of any service supply and the main disconnect switch shall be capable of supporting the load and in no case shall the service be less than 100 AMPS per dwelling unit.
37. Walls, partitions or supporting members, sills, joists, rafters or other structural members shall not list, lean, buckle, and shall not be rotten, deteriorated or damaged and shall not have holes or cracks which might admit rodents.
38. Floors or roofs shall have adequate supporting members and strength to be in a condition that would be structurally sound and safe for the purpose used.
39. Roof coverings shall be maintained in good sound condition.
40. Foundations, foundation walls, piers or other foundation supports shall be in a condition, which would be structurally sound and safe for the purpose used.
41. Every foundation wall, exterior wall and exterior roof shall not be defective, deteriorated or in danger of falling or in such condition or location as to constitute a fire hazard. They shall be substantially weather tight, watertight and rodent-proof; capable of affording privacy.
42. The manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by

the unit to appropriate ground anchors to resist overturning and sliding.

43. Every interior floor, wall and ceiling shall be watertight, weather-tight and rodent-proof; shall be kept in sound condition and good repair, capable of supporting normal load.
44. Steps, stairs, landings, porches, decks, balconies, or other parts or appurtenances shall be maintained in such condition that they will not fail or collapse. Handrails having a minimum and maximum heights of 30 inches and 38 inches, respectively, measured vertically from the nosing of the treads shall be provided on all open sides of stairways of four or more risers (when the elevation of the top of the uppermost riser is more than 30" above floor or grade below) that lead to a door, platform, porch, terrace or entrance landing.

The handgrip portion of handrails shall not be more than 3-1/2 inches in cross-sectional dimension, or the shape shall provide an equivalent gripping surface. The handgrip portion shall have a smooth surface with no sharp corners, splinters, etc. Horizontal spacing between the vertical members in required guardrails shall be a minimum of 4 inches.

Any decks, porches, landings or balconies thirty inches (30") or more above grade shall have a guardrail not less than 36 inches in height. Horizontal spacing between the vertical members in required guardrails shall be a minimum of 4 inches.

Materials for stairs, decks and landings constructed of wood shall be No.2 or better treated Southern Pine or equivalent. The minimum thickness shall be:

Support spacing	Tread or Decking
12" o.c.	1 S4S
16" o.c.	1" T&G
24" o.c.	1-1/4 S4S
32" o.c.	2" S4S

All support posts for exterior steps, stairs, landings, porches, decks and balconies shall rest on a minimum 8" x 16" x 4" thick concrete masonry or 8" x 16" x 6" thick poured in place concrete footing. The bottom of such footings shall be 6" below finished grade. Stairs or landing structures designed specifically to be set directly on the ground are exempted.

Stairways without handrails shall have a minimum clear width of 36". The minimum width at and below the handrail height shall not be less than 32 inches where a handrail is provided on one side and 28" where handrails are provided on both sides.

The maximum riser height shall be 8-1/4 inches and the minimum tread depth shall be 9 inches.

45. Ramps shall be at least 3 feet wide with a slope of one unit vertical in eight units horizontal. Handrails shall be provided on at least one side of all ramps exceeding a slope of one unit vertical in 12 units horizontal. A minimum 3 ft. x 3 ft. landing shall be provided: 1) at the top and bottom of ramps, 2) where doors open onto ramps, and 3) where ramps change direction.
46. A minimum 3' x 3' landing shall be required at the top of all exterior stairs where an egress door (not screen or storm door) swings outward over the stairs.
47. Interior walls and ceilings of all rooms, closets, hallways, shall be finished of suitable materials, which will, by use of reasonable household methods, promote sanitation and cleanliness, and shall be maintained in such a manner so as to enable occupants to maintain reasonable privacy between various spaces.
48. The roof, flashing, exterior walls, floors, doors and windows exposed to the weather shall be constructed and maintained so as to be weather tight and watertight.
49. Each dwelling unit shall be connected, by an approved method, to a potable water supply and to a public sewer or other approved sewage disposal system.
50. Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and adequate supply of both cold water and hot water. Water heaters shall be capable of heating water to 120 degrees Fahrenheit. All water shall be supplied through an approved pipe distribution system connected to a potable water supply.
51. All existing plumbing fixtures and water lines shall be maintained in a state of good repair and in good working order, adequately protected from freezing.
52. All existing required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.
53. Central Heating Systems. Every central heating system shall be of sufficient capacity to heat all habitable rooms, bathrooms, and water closet compartments in every dwelling unit to which it is connected with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured at a point three (3) feet above the floor during ordinary winter conditions.
54. Other Heating Facilities. Where a central heating system is not provided, each dwelling unit shall be provided, as a minimum, operable heating facilities as were originally installed for the dwelling unit. Each dwelling unit shall heat at least one habitable room-with a minimum temperature of sixty-eight (68) degrees Fahrenheit measured (3) feet above the floor during ordinary winter conditions. Portable heaters are not permitted as a primary source of heating.
55. No unvented fossil fuel burning appliances shall be allowed in sleeping areas.

56. Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles, located on separate walls, and also switched at each outside entrance, connected in such manner as determined by the National Electrical Code. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least (1) supplied ceiling or wall type electric light fixture, with a switch.
57. All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe and capable of being used.
58. Ceiling fans shall be installed with the trailing edges of the blades at least 6 feet 4 inches above the floor.
59. Every habitable room shall have a least one window or skylight which can be easily opened, or such other device, such as air-conditioning, as will adequately ventilate the room.
60. Every bathroom and water closet room shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system.
61. Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound and good repair; shall be capable of supporting the load which normal use would cause to be placed thereon.
62. Every floor, interior wall and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting load which normal use would cause to be placed thereon.
63. Every window and exterior door shall be substantially weather tight, watertight, rodent proof and shall be kept in sound working condition and good repair.
64. All exterior doors must have an apparatus for opening and closing the door on both sides, a locking mechanism, which can be opened from both sides of the door, and shall be kept in sound repair.
65. Every outside and inside stair, porch, and any appurtenance thereto, shall be safe to use and capable of supporting the load that normal use would cause to be placed thereon, and shall be kept in sound condition and good repair.
66. Every bathroom floor surface, water closet compartment floor surface, every tub and shower wall surface and kitchen floor surface shall be constructed and maintained so that they will be substantially impervious to water and will permit such surface to be easily kept in a clean and sanitary condition.

67. Every supplied facility, piece of equipment or utility which is required must be installed and constructed that it will function safely and effectively and shall be maintained in sound working condition.
68. Every interior and exterior stairway, porch and any appurtenance must be safe to use and capable of supporting the load that normal use may cause.
69. The area under and within a minimum of 3 feet of the perimeter of every manufactured home shall be graded such that no water will collect and stand in these areas and such that surface runoff is diverted away from the home. Such drainage may be accomplished as follows or by other acceptable practices:
 - (a) The grade outside the home shall be sloped at a minimum of $\frac{1}{2}$ " per foot for a minimum of 3 feet on each side of the home.
 - (b) If the ground level under the home is below outside finished grade, adequate precautionary measures shall be taken to assure positive drainage at all times.
 - (c) There shall be no standing water under or around the foundation. The entire yard shall be properly graded such that no standing water exists or safety hazards such as holes, etc. exists.

In all cases, the area under the home shall have all pockets filled and shall be reasonably smooth, and all excavations for footings shall be backfilled up to grade level to prevent entrapment of water.

70. Every yard and exterior property area shall be kept free of noxious weeds or plant growth. (Grass must be maintained less than 12 inches).
71. All construction debris must be placed in container and removed prior to final approval of the dwelling unit.
72. In every dwelling unit, for protection against mosquitoes, flies, and other insects; every door opening and window or other device open to the outdoor space, used or intended for ventilation, shall be equipped with screens. All screens must be framed and installed properly. (Cannot be stapled or permanently affixed to the sash, exterior siding etc.)
73. Every basement or cellar window used or intended to be used for ventilation or any other opening to the basement shall be supplied with screens or other approved devices to prevent rodents from entering.
74. To prevent rodent infestation the property owner is required to exterminate prior to a new occupant occupying the home. If infestation occurs after this extermination it is the responsibility of the tenant to provide extermination. (except in cases where two or more dwelling units are attached and it remains the responsibility of the owner).
75. Every dwelling unit shall be supplied with adequate rubbish storage facilities.

76. Every dwelling unit shall have adequate garbage disposal facilities or storage containers, which have a capacity of not more than 30 gallons per each container.
77. Every dwelling unit that does not have a central air conditioning system shall have screens on every window opening intended to be used for ventilation.
78. There shall be no use of ground for floors or wood floors on ground.
79. All fuel storage tanks if used for heating purposes must be maintained in a safe condition and shall not be rusted, deteriorated or in danger of falling over. If the tank is not used for heating purposes it must be removed from the premises.
80. Steps, stairs, landings, porches, or other parts and appurtenances shall be maintained in a condition that will not fail or collapse, or pose a danger to the occupants or the public. These appurtenances must be constructed of treated lumber with galvanized fasteners.
81. Any stairs or steps having four (4) or more risers shall have a handrail. Any decks, porches, landings or balconies thirty inches (30") or more above grade shall have a guardrail.
82. Handrails and guardrails must be installed in a secure, approved and acceptable manner. Handrails must be 30 to 34 inches high. Guardrails must be 36 inches high.
83. Interior floor, walls and ceiling must be kept in sound condition and good repair, shall be safe to support the load that is required and shall be finished with suitable material which by use of reasonable household methods promote cleanliness and sanitation and shall be maintained in such a manner to enable the occupants to maintain privacy between various spaces.
84. Every owner of a multiple dwelling unit or complex shall be responsible for maintaining in a clean and sanitary condition the shared or public area of the premises.
85. Every occupant of a dwelling unit shall be responsible for cleanliness of the occupied areas and facilities in which they occupy. (includes: floors, walls, ceilings, windows, plumbing fixtures, cook stove, refrigerator, cabinets and other furnishing)
86. No occupant shall obstruct in any manner any means of egress/ingress to or from any portion of the premises.

The Gastonia Housing Authority Section 8 Inspector will report any suspected code violations to the appropriate Authority Having Jurisdiction, i.e., City of Gastonia Code Enforcement Division.

**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 No. 2577-0169
(exp. 07/31/2007)

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.

**Housing Assistance Payments Contract
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Section 8 Tenant-Based Assistance
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U.S. Department of Housing
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Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 07/31/2007)

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 Addendum

2. Tenant

3. Contract Unit

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.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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 \$ _____ 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 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 or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:
Public Housing Agency**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

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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 unassisted 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 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.
- (7) 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.
- (8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, 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 must 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.

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 in accordance with generally accepted practices and law, as applicable in the local housing market, governing

penalties for late payment by a tenant. 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).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- 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).

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 HQS.

- b. 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.
- c. 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 PHA 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 or 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 HAP contract that 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 owner 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 as a result of 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, sub-contractor or agent of the PHA, who formulates 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 or during 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.
- g. 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. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

16. 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 HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

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and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 07/31/2007)

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.

(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 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).

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.

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
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1. **Section 8 Voucher Program**
 - a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
 - b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.
2. **Lease**
 - a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
 - b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.
3. **Use of Contract Unit**
 - a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
 - b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
 - c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
 - d. The tenant may not sublease or let the unit.
 - e. The tenant may not assign the lease or transfer the unit.
4. **Rent to Owner**
 - a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
 - b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
 - c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.
5. **Family Payment to Owner**
 - a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
 - b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
 - c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
 - d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
 - e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
 - f. The owner must immediately return any excess rent payment to the tenant.
6. **Other Fees and Charges**
 - a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
 - b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
 - c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including

property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause 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;

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- (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.

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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.
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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.
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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.

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 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
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- 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.

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

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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

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. 07/31/2007)

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.

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)