



Housing Choice Voucher New Admission Packet

Fort Plain Housing Agency
168 Canal Street
Fort Plain, NY 13339
(518) 993-3949

Getting Started

Congratulations! You have been selected to participate in the Housing Choice Voucher Program. That means that when you find housing that qualifies for our program, possibly including the housing you currently occupy, we can help you pay your rent if your eligibility status has not changed.

Sound like a good deal? It is!

Included with this New Admission Packet are a letter, associated paperwork, and a return envelope. It is important that you complete and sign this paperwork, make copies of requested documents, and send it all to our office by the due date stated in the letter.

If we do not receive your paperwork by the due date it will be assumed that you are no longer interested in obtaining rental assistance and the opening reserved for you will be assigned to someone else. Your name will be removed from the waiting list and your request for rental assistance will be given no further consideration.

Next Steps

Once we get your paperwork, we can begin the process of certifying that you are eligible for the Housing Choice Voucher Program.

If you are determined to be eligible, we will call you to provide a telephone briefing explaining the program, our responsibilities and your responsibilities.

Before the telephone briefing, this New Admission Packet will help you understand the Housing Choice Voucher program so you can qualify for the funding we have reserved for your family.

Please take the time to read and understand everything in this document, including the sample forms.

If you do not understand something, or have any questions, you can review them with your program manager during the telephone briefing.

A Voucher is Your Ticket

Once we complete the certification and determine you are eligible, we will mail you a Voucher, guaranteeing that we have reserved funding for your family. That Voucher is your ticket to the Housing Choice Voucher Program.

Although subject to change if the information you have provided to date changes, we are anticipating issuing a Voucher for a dwelling unit that fits your family composition.

Term of the Voucher

When your Voucher is issued, you will have 60 days to find housing that meets our standards. If you want to start a preliminary search now or evaluate the dwelling you currently occupy, that's not a bad idea so please talk to your program manager first.

If you need an extension on the term of your Voucher, we will grant an extension of 60 additional days, as long as you are serious about finding housing and you call us to request that extension. If your family has a disabled member your Voucher will be automatically extended for 60 days.

If you have not found suitable housing at the expiration of your 60-day extension, we will terminate your Voucher and the funding reserved for your family will be used to assist another family.

Where to Look for Housing

You can live anywhere in the community we serve as long as the housing you choose meets program standards.

Below is the list of the communities we cover:

Villages

Fort Plain
Fonda
Fultonville
Fort Johnson
Mayfield
Palatine Bridge
Tribes Hill

Towns

Amsterdam (Outside of city limits)
Charleston
Glen
Mayfield
Minden
Mohawk
Palatine

What Size Unit Can You Rent?

After reviewing the composition of your family we will make a preliminary determination for the unit size you qualify for. If the information you have provided on your family's composition changes, the size of the unit you qualify for may also change.

This is important, because it also determines the maximum we can pay toward rent and utilities known as the Payment Standard. We make our determination using the following guidelines:

- Adults not in a relationship are not placed in the same bedroom.
- Minors of different sex are not placed in the same bedroom.
- Two minors of same sex are placed in same bedroom.
- Persons securing documented legal physical custody of a minor or minors are provided with additional bedrooms to house the minor or minors.

- Bedrooms are provided for required care persons.
- Elderly or non-elderly couples with medical documentation are allowed to occupy two-bedroom units.
- Single persons who are neither age 62 or older, nor disabled are always assigned one-bedroom or smaller units.

In determining a family's dwelling unit size we do make exceptions if justified by the age, sex, health, disability, or relationship of family members or other personal circumstances, except for a single person who is not disabled or elderly.

If you think you qualify for an exception, discuss it with your program manager.

How Much Rent Can You Pay?

There are some limits on how much you can pay toward rent and how much we can pay in the Housing Choice Voucher Program.

Included is a sample of the Voucher you will be receiving when it is determined you are eligible for assistance. Please refer to Part 1, B to get an idea of how the payments may be calculated.

In addition to that calculation, you cannot pay more than 40% of your monthly adjusted income toward rent. Your program manager will review that with you on your phone briefing.

Finding a Dwelling Unit

In order for you to receive assistance, the unit you chose has to pass Housing Quality Standards. The unit must be safe, sanitary, and decent in order for us to enter into a contact with the landlord.

Below is a list of common problems you should avoid to help you evaluate the unit you select, even if it is the one you currently occupy.

- Missing or non-working smoke detectors on each occupied floor, including basement and in each bedroom.
- Broken, cracked, or missing windows.
- Broken or missing outlet and switch-plate covers.
- Non-working stoves or refrigerators.
- Missing locks on windows on the first floor and entry doors.
- Non-operative autos, discarded tires, or appliances on premises.
- Window or vent fan not present in bathroom.
- Leaking or inadequate plumbing.
- Floor or ceiling tiles broken or missing.
- Handrails missing or broken on stairs or decks.
- Discharge line missing on hot water heater pressure relief valve.
- Interior or exterior chipped, flaking, or peeling paint in unit built before 1978 occupied by child under age 6.
- Removal of paint chips after painting.
- Mold and/or mildew on refrigerator and freezer door gaskets, windows and bathtub.

If your family has children under the age of six and your dwelling unit was built before 1978, we will forward the booklet *Protect Your Family From Lead In Your Home* and the *Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*

form with your lease-up documents. Please read these documents carefully, as it is important for the health of your children.

Are You a Victim of Housing Discrimination?

If you believe you are a victim of housing discrimination, please contact your program manager for a copy of HUD Form 903.1 Are you a victim of Housing Discrimination?

Negotiating a Lease

When you find a dwelling unit you will have to get the owner to agree to a lease and the Tenancy Addendum required by the Housing Choice Voucher Program. As the tenant, this is your job.

Samples of the Request for Tenancy Approval and the Tenancy Addendum are included later in this document.

The Request for Tenancy Approval is important because it tells us what the proposed rent will be and who will be responsible for paying for utilities. It will also tell us other things that we must know such as the year the dwelling was constructed, number of bedrooms, and information on lead-based paint.

Owners may use their own lease or one that we provide. In either case, the Tenancy Addendum must be attached to the lease.

If owners call to ask us what kind of tenant you will be, we won't tell them because we don't know what kind of a tenant you will be. We will tell owners your current and prior address, and the name and address of your current and prior owners, if we have that information on file. It is the responsibility of owners to contact your previous owners to determine what kind of tenant you will be.

If you need help locating owners who are willing to lease to Housing Choice Voucher families, or if your family includes a person who is disabled and you need information on the availability of accessible dwellings, call your program manager for assistance.

Your Family's Obligations

There is no such thing as a free lunch. If you accept the Housing Choice Voucher program you and the members of your family are obligated to be good tenants and to cooperate with our office in supplying information that is accurate, truthful, and current. If you are not good tenants or fail to cooperate with our office, we can terminate your assistance and bar you from the program in the future.

Family obligations are listed on the Voucher. There is a sample included with this document and you will receive your official Voucher from us. Read the entire document carefully and be prepared to meet your family's obligations. If you don't, it could be the end of your rental assistance.

Fraud

If you sign a form knowing that you provided false or misleading information, or have withheld information, you are committing fraud. If you commit fraud you could be: terminated from the program; evicted from your apartment; required to make repayments; fined up to \$10,000; imprisoned for up to five years; prohibited from receiving future assistance; subject to State and local government penalties; and listed with online computerized database registries. If you are aware of anyone who has committed fraud, please contact your program manager.

Informal Hearings

If you think we made a mistake in determining your income, unit size, utility allowance, or in terminating your assistance, call your program manager immediately and ask about an informal hearing. Your program manager will tell you how to request an informal hearing and establish a date and time for the hearing.

Sample Forms

The following pages contain a sample Voucher, Request for Tenancy Approval, and the Tenancy Addendum for your review.

Voucher

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No.
(exp)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

- B. The voucher does not give the family an obligation to participate in the PHA's housing choice voucher program. The family becomes a participant in the housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of the lease, the PHA may require the family to report and pay for leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where they wish to participate in the program, the family must give the PHA the request for tenancy approval form supplied by the PHA, signed by the owner, the family, and a copy of the lease, including the prescribed tenancy addendum. **Note: Both the request and the lease must be given to the PHA no later than the date stated in item 3 or 4 on top of page 1 of the voucher.**
- B. The family must submit these documents in the manner required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and signed by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

Previous editions are obsolete

Page 1 of 2

form HUD-526
ref. Hand

After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.

If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must execute the lease.
2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
3. The PHA will execute the HAP contract and return an executed copy to the owner.

If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

1. The proposed unit or lease is disapproved for specified reasons, and
2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

ations of the Family

When the family’s unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

The family must:

1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
7. Use the assisted unit for residence by the family. The unit must be the family’s only residence.
8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
9. Request PHA written approval to add any other family member as an occupant of the unit.

10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
 11. Give the PHA a copy of any owner eviction notice.
 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a 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. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family’s request for one or more extensions of the initial term.

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. :
(exp. 9/

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may n 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. H 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 pr statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lei confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease		4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for
9. Type of House/Apartment						
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator /						
10. If this unit is subsidized, indicate type of subsidy:						
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(B)(IR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Devel						
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit						
<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy)						

11. Utilities and Appliances
The owner shall provide or pay for the utilities and appliances indicated below by an 'O'. The tenant shall provide or pay for the utilities and appliances indicated below by a 'T'. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type					Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other		
Other Electric							
Water							
Sewer							
Trash Collection							
Air Conditioning							
Refrigerator							
Range/Microwave							
Other (specify)							

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. 2577-01
(exp.9/30/2010)

owner's Certifications.
The program regulation requires the PHA to certify that the rent charged for the choice voucher tenant is not more than the rent charged for an unassisted comparable unit. **Owners of projects with more than 4 units must complete the following section for most recently leased unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount

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

Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
		Signature (Household Head)	
Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Phone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

1. Section 8 Voucher Program

- 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).
- 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

- 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.
- 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

- During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- 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.
- 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.
- The tenant may not sublease or let the unit.
- The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- 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.

- During the term of the lease (including the term of the lease and any extension term), the rent to owner may not exceed:
 - The reasonable rent for the unit as recently determined or redetermined by PHA in accordance with HUD requirements, or
 - Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- The family is responsible for paying the portion of any portion of the rent to owner that is covered by the PHA housing assistance payment.
- 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.
- The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- 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 failure to pay the housing assistance payment by the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- 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.
- The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- Rent to owner does not include cost of any major or supportive services or furniture which may be provided by the owner.
- The owner may not require the tenant or family members to pay charges for any meals, supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- 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.

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.

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 of threatened violence or 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.

Lease: Relation to HAP Contract

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

0. PHA Termination of Assistance

he 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.

1. Family Move Out

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

2. 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.

3. 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

