

LAKEWOOD HOUSING AUTHORITY

GUIDE TO THE

HOUSING CHOICE VOUCHER PROGRAM (HCV)

Rev. 7/2021

A GENERAL GUIDE TO THE HOUSING CHOICE VOUCHER PROGRAM

Welcome to the Housing Choice Voucher Program! As a participant in the program, your local public housing agency pays a portion of your rent directly to your landlord and you pay the remainder to your landlord. You may choose to stay where you are living now or you may decide to move. This guide explains how the Housing Choice Voucher Program works. If you have any questions after reading this guide, contact the Section 8 Coordinator at the Lakewood Housing Authority.

Section 1

BASIC FACTS ABOUT THE HOUSING CHOICE VOUCHER PROGRAM

HOW TENANT PAYMENT IS CALCULATED:

A family renting a unit below the Payment Standard shall pay the highest of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent.

A family renting a unit above the Payment Standard shall pay the highest of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent, plus any rent above the payment standard.

When a family first receives Section 8 assistance for a particular unit, the family may not pay more than 40% of adjusted income for rent.

Section 2

A STEP BY STEP GUIDE TO HOUSING CHOICE VOUCHER

- Step 1: The Briefing
- Step 2: Selecting a Unit
 - a) Deciding whether to stay or move
 - b) Looking for a unit
 - c) Responding to an advertisement
 - d) The appointment
- Step 3: Housing conditions
- Step 4: Financial conditions
- Step 5: Request for Lease Approval

Step 1: The Briefing

When a Housing Choice Voucher is available for you, the Lakewood Housing Authority will ask you to attend a briefing session. They will ask you some questions about the place that you live now. At the briefing session, you will learn how the Housing Choice Voucher Program works and what you must do to qualify for assistance. You will also complete a Criminal/Credit History Form. The results of this information will determine whether or not you may participate in the HCV Program. In the event you are denied participation based on this report, you will be given the opportunity to have an Informal Review.

Step 2: Selecting a Unit

a) Deciding whether to move or stay

Once you receive your Housing Choice Voucher you will have sixty (90) days to find housing. You may decide to stay where you are now living, or you may choose to move to a new house or apartment. If you decide to stay in your current place, you must arrange with your landlord to participate in the program. Your unit must pass the Housing Quality Standard inspection certifying that it is in good condition (see inspection booklet).

If you decide to move you should carefully consider where you'll want to live. You should consider how easy it will be to get to shopping areas, to work, school, or church. Is there public transportation? If you have children, will they have to change schools? You may decide to move to another apartment or house in Lakewood.

b) Looking for a Unit

The Lakewood Housing Authority maintains a list of vacant units or of landlords who participate in the Housing Choice Voucher Program. There are many ways to find housing. You can check the local newspaper advertisements. You can walk or drive through the neighborhood where you want to live and see if there are any “for rent” signs on apartment buildings or houses. You can also check notices posted in churches, local businesses, or community bulletin boards. Often friends, relatives or local business people can provide leads on housing. Be careful if you go to local realtors or housing referral agencies. Some of these agencies do not charge fees; however, other may charge expensive fees. You may be able to find better housing through your own efforts.

c) Responding to an Advertisement

When you think that you have found a good housing prospect, call the owner or the owner’s representative and ask if the unit is still available. If you found the unit on an agency referral list, explain this to the owner. If you found the unit on your own, do not try to explain the Housing Choice Voucher Program over the telephone. You will get better results by explaining the program in person. During your call, be sure to get the following information:

- the correct address of the house or apartment
- the number of bedrooms
- the amount of rent
- which utilities are included in the rent
- if a stove and/or refrigerator are provided
- if a security deposit is required

If the house seems right, then set up an appointment to meet the landlord and to see the apartment.

d) The Appointment

First impressions make a big difference!

- Be prompt for your appointment. If you cannot meet at the scheduled time, be sure to call back well ahead of time to re-schedule

- It is best to go to your appointment by yourself or with your partner. If possible, leave children at home or with a sitter
- Dress neatly and be patient with the landlord
- Be prepared to explain the Housing Choice Voucher Program to the landlord. If the landlord has questions that you cannot answer, refer him or her to the Lakewood Housing Authority.

Before deciding to lease a unit you may want to ask the landlord more questions about the apartment or house:

- What are rules and regulations in the building?
- Whom should you contact when you need maintenance repairs?
- Name address and phone number of the manager.
- What are the security arrangements in the building?
- Are pets allowed?
- If you have small children, ask if the building was ever tested for lead paint. If it was tested, what were the results
- If the tenant is responsible for paying for some or all of the utilities, ask the landlord to estimate the average monthly cost of each utility.

Before deciding to lease a unit you may also want to check the neighborhood.

- Is the neighborhood safe? Is the street lighted?
- Are stores and schools nearby?
- Where are the laundry facilities?
- Is there heavy traffic in the area?
- If you have a car, where can you park your car?
- Is public transportation accessible?
- Are there yards, tot lots, or playgrounds nearby?

Step 3: Housing Condition

Is the unit in good condition? There is an inspection booklet at the end of this guide. Take it with you when you want to go look at a unit or use it to go check your own unit. The inspection booklet will help you to determine if the place in which you want to live meets basic standards. If you decide that you want to lease the unit, a public housing agency representative will inspect the unit to make sure that it is in decent, safe and sanitary condition.

Step 4: Financial Consideration

You must decide whether you are willing and able to pay your share of the rent and utilities in the apartment that you select. To figure out your monthly costs you need to know:

- The rent per month.
- The utilities you must pay each month.
- The amount of assistance that you will receive from the Lakewood Housing Authority. (this figure is the payment standard according to your voucher size)

After you have this information, you can figure out your approximate monthly costs. Your caseworker will recalculate your monthly costs and the exact amount of the agency's subsidy. If a security deposit is required, your caseworker will also figure out how much the landlord will be permitted to charge for your security deposit.

To figure out your approximate monthly costs:

Add: monthly rent + estimated monthly utility costs = total costs

_____ + _____ = _____

Subtract: total costs – housing subsidy = your monthly costs

_____ - _____ = _____

- Can you pay your monthly costs without much trouble?
- When you move in, will you also be able to pay your security deposit if one is required?

If you answered yes to these questions, then go to Step 5.

Step 5: Request for Lease Approval

You have decided that the unit is right for your family. You can afford it. The landlord agrees to rent to you and to participate in the Housing Choice Voucher Program. Now, you should read the lease. A lease is a written agreement that states the tenant's responsibilities and also the landlord's responsibilities. Read the lease or ask the landlord to explain it to you. Make sure you understand the terms of the agreement. Do not sign the lease at this time. You should sign the lease only after the housing agency has approved the unit.

Next, both you and the landlord must complete and sign a Request for Lease Approval. Bring this form along with a copy of the lease to the LHA.

After you submit the document the Housing Quality Standards (HQS) Inspector will inspect the unit at a time convenient for you and the landlord. The inspector will fill out an inspection form, documenting the housing conditions.

If the lease and unit are approved, you and the landlord will sign the lease, and the LHA will sign a contract with your landlord. Then you may move in and begin receiving assistance. If the lease and/or unit are not approved, the LHA will give the landlord a list of problems that must be corrected within a set period of time. If the landlord corrects the problems, the agency will reinspect the unit and you can then move in. If the landlord will not correct the problems, then you will have to find another place to live.

Fighting discrimination in housing:

Discrimination is against the law. Discrimination means that you are treated differently because of your race, color, religion, sex, or national origin. In housing, discrimination generally means:

- a denial of your right to choose the housing that you want
- being forced to accept housing conditions which other people would not have to accept if they rent the same unit (i.e.; paying higher rents or paying a security deposit)

If you feel that you have been discriminated against in your search for housing under this program, please contact the Section 8 Coordinator for assistance at 732-364-1300 ext. 104 or at the Lakewood Housing Authority Administrative Office at 317 Sampson Avenue, Lakewood, NJ. If there is a Fair Housing Commission in your area, you should also contact the commission. You may also want to complete and submit a “Housing Discrimination Complaint Form” to the U.S. Department of HUD, or you can call this toll- free number: 1-800-424-8590. Additional telephone numbers are provided in this booklet.

Section 3

QUESTIONS ABOUT RENTING A UNIT

- 1) What if I cannot find a suitable unit within the 90-day time limit?
The Maximum time limit on the voucher is 120 days, except when a reasonable accommodation is granted for persons with disability or to find new housing when an assisted household has to be divided as a result of the violence of abuse covered by VAWA where a 30-day extension will be granted.
- 2) What if I cannot afford to pay my security deposit?
In some cases, landlords will permit tenants to pay security deposits over several months. Check with your landlord to see if he or she is willing to work a payment schedule. The LHA does not pay security deposits but STEPS has a program that may pay the security deposit for our participants. Please ask your caseworker for more information.
- 3) Must I get a unit with the same number of bedrooms as written on my Housing Choice Voucher?
No, you may rent a larger or smaller unit. The payment standard will be applied to the lesser of the Unit size or Voucher size. However, a smaller unit cannot cause overcrowded conditions. i.e. if your family is too large to rent a small unit, the unit will not be approved.
- 4) May I transfer my voucher to a different county or state?
You may transfer your voucher to any place that administers a Section 8 Program only after one years' participation on the program. In addition, in the event there are funding restraints you may not be able to port out to a higher cost area. (Higher payment standards).
- 5) My mother is in a nursing home. May she use a Housing Voucher to help pay for her room?
No, rooms in nursing homes are prohibited from the program. Also, you may not use a voucher for single rooms in medical, psychiatric or rehabilitation centers.
- 6) My mother lives in congregate housing. May she use a Housing Choice Voucher to help pay for her unit?
Congregate Housing and Independent Group Residences may be acceptable.
- 7) What if I disagree with the LHA about my eligibility or my subsidy level?
If you disagree with a decision of the LHA, go back to your caseworker and have him/her explain the decision. Perhaps there was a mistake or

perhaps you misunderstood. If you are still dissatisfied, you may request an Informal Review.

8) What happens if the landlord wants to raise the rent?

Once a year the landlord will renew the lease. However, the LHA will also have to determine if the raise is reasonable and there are comparable units. No side payments to landlords are allowed. You must decide if you are willing and able to pay the difference in your portion. If you cannot or will not pay the difference, you will have to look for a new unit. If you move, you will continue to receive assistance in the new unit, provided the new unit qualifies and passes inspection.

9) What happens if my family size changes?

You should report any changes in your family size to the LHA within 15 calendar days. A change in your family size may change the amount of subsidy that you receive at recertification. The LHA will also want to be sure that your unit is large enough for your family size. If it is not large enough, you will then receive a new voucher to move to a larger unit.

10) What if there are maintenance problems after I move in and the landlord will not fix them?

Call the LHA HQS Inspector and ask for a special inspection. The agency will notify the landlord if he or she is not maintaining the unit properly.

Section 4

YOUR RESPONSIBILITY AS A PARTICIPANT IN THE HOUSING CHOICE VOUCHER PROGRAM

- 1) You must comply with your lease.
It is your responsibility to live up to the lease that you signed. This responsibility includes paying your share of the rent when it is due. You must obey the rules and regulations of your building as well as all of the rules written in your lease. You should be careful not to damage the unit; if you need repairs, notify the landlord right away. If you violate your lease, you can be evicted and the LHA may stop making its subsidy payments.
- 2) You must pay your security deposit and make utility payments.
When you move into your unit, you must pay your security deposit. If you are paying any utilities, make sure you pay your bills each month. Your utility responsibilities are listed on your Request for Tenancy Approval.
- 3) Report changes in income or family size.
Changes in income or family size can affect the amount of subsidy that you receive at recertification. Be sure to report changes so that the LHA can make any necessary adjustments.
- 4) Allow annual inspections and recertifications.
At least biennially, the LHA HQS Inspector will inspect your unit. Make sure that someone is there to let the Inspector into the unit. Once a year the LHA must review your income and family composition in order to determine your subsidy level and eligibility in the program. Your caseworker will contact you to obtain the necessary information.
- 5) Notify the LHA if the landlord does not live up to his or her obligations.
- 6) Notify your landlord and the LHA if you decide to move.
If you choose to move when your lease expires, you must notify the landlord and the LHA in writing at least 60 days.
- 7) You must be able to provide proof of rent payments to your landlord.
Your case worker will request copies of checks or money orders.

LAKEWOOD HOUSING AUTHORITY ADMINISTRATIVE PRACTICES

1) TENANT PAYMENT:

A family renting a unit below the Payment Standard shall pay the higher of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent.

A family renting a unit above the Payment Standard shall pay the higher of: 30% of monthly adjusted income, 10% of gross monthly income, or the minimum rent, plus any rent above the payment standard.

When a family first receives Section 8 assistance for a particular unit, the family may not pay more than 40% of adjusted income for rent.

2) ISSUING VOUCHERS

The initial voucher term is 90 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 90 day period. If the family does not submit a Request for Tenancy Approval by the 75-day mark, a letter, a phone call and email (if available) will be sent to the family to remind them of the upcoming 90 day deadline. The letter will be sent long with a voucher extension request form which can be completed by the client and sent back to the LHA to request maximum HUD allowable voucher term of 120 days.

VOUCHER EXTENSIONS

The maximum time limit on the voucher term is 120 days, except when a reasonable accommodation is granted for persons with disabilities or to find new housing when an assisted household has to be divided as a result of the violence or abuse covered by VAWA, where one 30 day extension will be granted.

If the family must move due to the unit not meeting Housing Quality Standards for item(s) that are the responsibility of the owner, the LHA will provide the family with a voucher for no less than 120 days.

3) REQUIREMENT TO SIGN CONSENT FORM

The LHA must deny or terminate assistance if any member of your family, 18 years or older, fails to sign and submit consent forms for obtaining information.

4) ENCOURAGING OWNER PARTICIPATION

The LHA encourages participation of owners of suitable units located outside areas of poverty or minority concentration and encourages you to relocate to these areas.

5) PROVISION OF FAMILY INFORMATION TO OWNERS

The LHA shall give an owner the following information:

- (1) The family's current address (as shown in the LHA records); and
- (2) The name and address (if known to the LHA) of the landlord at the family's current and prior address.
- (3) Owners shall be advised that tenant screening is the responsibility of the owner.

6) SUBSIDY STANDARDS / UNIT SIZE

LHA does not determine who shares a bedroom sleeping rooms. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual size rented.

The standards are listed below are consistent with HUD requirements and serve as general guidelines when LHA determines the unit size on the family's voucher:

Voucher size	Minim Person in HH	Max person in HH
0 bd	1	1
1 bd	1	2
2 bd	2	4
3 bd	5	6
4 bd	7	8
5 bd	9	10

LHA generally assigns one bedroom to two people. All requests for exceptions to the occupancy standards must be submitted in writing. An exception may be granted to allocate separate bedroom to a family member, if a larger bedroom size is needed form medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of a disability and need for the medical equipment may be required by LHA prior to allocation of the separate room. The HQS inspector will conduct an inspection and if the medical equipment is such that a separate bedroom is warranted and considered.

Exception to subsidy standards – a participating family may request a subsidy exception at any time; however, if the family is in the first term of the lease, or in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied based upon the family's ineligibility to move at the time of the request.

Unit size selected by family – the family may select a different unit than that listed on the voucher; however, the unit must meet housing quality standards, have a reasonable rent, and the rent must be less than 40% of the family's adjusted income at initial leasing. when calculating the Housing Assistance Payment (HAP), LHA will apply the payment standard and utility allowance for the lower of:

- The unit size shown on the voucher, or
- The size if the actual unit selected by the family.

8) FAMILY ABSENCE FROM DWELLING UNIT

The family must promptly notify the LHA of any absence from the unit of all family members for periods of over thirty days (30) days. Families are required to give LHA and the landlord at least 30 days written notice before moving out of a unit. If written notice is not given to the LHA, the family will be in violation of their obligations and will be terminated from the program. Absent means that no family member is residing in the unit.

In the case of imprisonment that is expected to last more than 180 days, and cause the absence of all family members, assistance shall be terminated thirty (30) days after incarceration.

Nursing home or hospitalization stays shall be subject to the 30-day maximum. However, they will be reviewed on a case by case basis to

determine if the absence from the home may be extended. Only under those circumstances where it appears there is a reasonable expectation that the tenant will be returning to the unit and will an extension be granted. The tenant and the LHA shall promptly notify the landlord of all action in this regard.

9) FAMILY BREAK-UPS

If a participant family breaks up into two otherwise eligible families only one of the new families will retain occupancy of the unit. If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, the LHA will abide by the court's determination.

In the absence of a judicial decision or agreement among the original family members, the LHA will determine which family will retain their placement on the waiting list or continue occupancy. In making its determination, the LHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating, violence, sexual assault, or stalking and provides documentation in accordance with the Administrative Plan
- Any possible risks to family members as a result of criminal activity
- The recommendation of social service professionals

10) INFORMAL REVIEW/HEARING POLICY

LHA provides a copy of the informal Review and Hearing procedures in the family's briefing packet. When possible and allowed by regulation/law. LHA may conduct administrative reviews of informal hearing/ review requests and provide alternate resolution at it's discretion before proceeding in the family's request for a review/hearing.

Please refer to the Informal Review and Hearing policy attached

11) TERMINATION OF ASSISTANCE

Please refer to Grounds for Termination Policy attached

12) REEXAMINATION OF INCOME

The LHA must examine your family income and verify income at the time of admission and at least once annually thereafter. The reexamination will correspond with the anniversary date of the HAP contract, or 12 months from the date of the initial verification or in some instances the lease renewal date.

12) SECURITY DEPOSITS

Security deposits may be collected by the landlord up to an amount not to exceed private market practice and State law.

13) RESTRICTIONS ON NUMBER OF MOVES

Participants are restricted to one move every 12 months while on the program. The LHA may waive this requirement if the landlord agrees to release the tenant from the lease. After the initial one year period you may move if you properly notify the landlord and this agency. You must give a written 60 day notice to the landlord and this agency of your intent to move. All income paperwork must be submitted and a complete update performed. All paperwork must be in 30 days prior to the intended move date. The unit must pass HQS inspection 10 days before the intended move date. All moves will be processed for the 1st of the month only.

The landlord must provide his own lease and a copy must be furnished to this Agency.

14) ONE STRIKE AND YOU'RE OUT POLICY

The LHA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available.

This Agency may deny assistance to an applicant or terminate assistance to a participant family, if any member of the family commits:

- (1) Drug related criminal activity; or
- (2) Violent criminal activity

The LHA shall not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

- (1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such impairment; and
- (2) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances.

The LHA shall require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny or terminate assistance based on drug related criminal activity or violent criminal activity, the Authority shall deny or terminate assistance if the preponderance of the evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

The LHA shall permanently deny assistance to individuals convicted of manufacturing or producing methamphetamine (“speed”)

The LHA shall immediately and permanently terminate assistance for participants convicted of manufacturing or producing methamphetamine (“speed”).

15) MINIMUM RENT AND HARDSHIP EXEMPTIONS

Participants in the housing choice voucher program are eligible for the hardship exception to minimum rent if they meet at least one of the following criteria:

- The family has lost eligibility for or is awaiting eligibility determination for a federal, state or local assistance program.

A hardship will be considered to exist only if the loss of eligibility has an impact on the family’s ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:

- 1) Implementation of assistance, if approved
- 2) The decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

To make a claim under this hardship exemption, the family must provide LHA with proof of application for assistance, or termination of assistance. The proof would be provided by the agency responsible for granting assistance or terminating assistance.

The LHA has a minimum rent of \$50.00

16) PORTABILITY:

If the applicant did not live in LHA's jurisdiction at the time that the family's application for assistance was submitted, the family must lease a unit within the LHA's jurisdiction for at least 12 months before requesting portability (with the exception of FUP, FUPY and Mainstream applicants). The LHA will consider exceptions to this policy for purposed of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, stalking.

Families must notify the LHA when they want to move out of the LHA's jurisdiction using the portability feature. Families that are new admissions to the HVC program must meet the income eligibility requirements both for LHA and also in the jurisdiction where the family intends to move to ("The Receiving LHA"). Applicant families must also meet the income eligibility requirements in the area to which the family plans to move only (they will not be required to re-verify income eligibility with LHA)

17) AVAILABLE UNITS

If you are having difficulty in finding a suitable unit you may ask this agency for assistance. At times, the Lakewood Housing Authority is notified by landlords of available units to rent.

18)ADDRESS / TELEPHONE NUMBERS FOR YOUR REFERENCE

HUD Office of Fair Housing and Equal Opportunity
1 Newark Center
Newark, NJ 07102
(973) 622-7900

Legal Services
855-291-2943

NJ Division of Civil Rights
(609) 292-1789

After reading this guide, if you should have any further questions or need any additional information, please contact the Lakewood Housing Authority at (732 364-1300).

ATTACHMENTS

- 1) Income limits / Payment Standards
- 2) Voucher
- 3) Emergency Contact
- 4) Applicant/Tenant Certification
- 5) Tenant Responsibility
- 6) Change in Income
- 7) Fraud Affidavit
- 8) Consent Form
- 9) Watch Out for Lead Paint
- 10) Income Verification Check List
- 11) Expense/Adjusted Income Verification Checklist
- 12) Foreclosure Notice
- 13) Family Summary
- 14) Citizenship Declaration
- 15) Tax Return Certification
- 16) Certification of Non-Employment
- 17) Employer's Report
- 18) Child/Dependent Care Verification
- 19) Request for Tenancy Approval
- 20) Lakewood Housing Utility Allowances
- 21) Agency Determination
- 22) Inspection Booklet
- 23) Owner's Responsibility
- 24) W-9
- 25) No Relative
- 26) Signatory
- 27) Liability Acknowledgement Letter
- 28) Addendums
- 29) Change in Income Form
- 30) Family Portability Information Form
- 31) NJ Housing Authority Agencies
- 32) Violence Against Women Act
- 33) Housing Discrimination
- 34) Informal Reviews/Hearing Policy
- 35) Grounds for Termination

ENCLOSED BOOKLETS

- 1) Land Lord Information Section 8 Housing
- 2) Applicant/Resident Information Section 8 Housing
- 3) Housing Quality Standards (HQS)
- 4) Protect Your Family From Lead In Your Home
- 5) Truth in Renting
- 6) Fair Housing
- 7) A Good Place To Live

Voucher

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development

OMB No. 2577-0169
(exp. 04/30/2026)

Office of Public and Indian Housing

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.05 hours, 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 collection of information is required for participation in the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.302. The information is used to authorize a family to look 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. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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) must be at least 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 (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

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 determine 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 approval 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 any right to participate in the PHA's housing choice voucher program. The family becomes participant in the PHA's 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 this voucher, the PHA may require the family to report progress in 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 the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (of the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is 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 supplied 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 provision of the HUD tenancy addendum shall control.
- D. 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.
- E. 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.
- F. If the PHA determined 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.

4. Obligations of the Family

- A. 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.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determined to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly schedule 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, adopting, 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. Give the PHA a copy of any owner eviction notice.
 11. 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 (including sexual orientation and gender identity), 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 the 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.

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, in accordance with part 8 of this title, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.

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. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA) LAKEWOOD HOUSING AUTHORITY			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type ☐ Single Family Detached (one family under one roof) ☐ Semi-Detached (duplex, attached on one side) ☐ Rowhouse/Townhouse (attached on two sides) ☐ Low-rise apartment building (4 stories or fewer) ☐ High-rise apartment building (5+ stories) ☐ Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: ☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Tax Credit ☐ HOME ☐ Section 236 (insured or uninsured) ☐ Section 515 Rural Development ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		Provided by
Range/Microwave		

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 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 if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Scott E. Parsons, PHM
Executive Director



U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 8 HOUSING CHOICE VOUCHER
AGENCY DETERMINATION WITH RESPECT TO REQUEST FOR LEASE APPROVAL
(MUST BE SENT TO OWNER AND FAMILY)

Family and

Owner for the dwelling unit located at:

Address of unit

____ 1. **Approval:** The Agency hereby approves the Request for Tenancy approval rent in the amount of \$ ____.

FINAL APPROVED RENT IS SUBJECT TO THE RESULTS OF OUR HQS INSPECTION AND THE CONDITION OF THE UNIT AS WELL AS THE BEDROOM SIZE.

____ 2. **Disapproval:** The proposed lease and/or the dwelling unit are/is disapproved for the following reasons:

____ 3. **Resubmission** If the conditions in item 2 above are remedied and a Request for Tenancy Approval or a letter is resubmitted by the owner to the LAKEWOOD HOUSING AUTHORITY as soon as possible, the lease will be approved by the LAKEWOOD HOUSING AUTHORITY if it is determined that the conditions have been remedied to its satisfaction. The housing voucher issued to the family is due to expire on ____.

Once the rent has been approved the unit must be inspected by the HQS Inspector and the unit must pass our HQS inspection. Once the unit passes the inspection you must provide and executed lease signed by the tenant and landlord, lease must have effective date and monthly rent mount approved.

After the unit has passed the HQS inspection you will receive two Housing Assistance Payment Contracts completed by the agency for your execution. The Owner shall sign both original contracts and return them to the agency. The agency will execute the contract by the first day of occupancy specified in the Lease and will immediately return an executed copy by the owner.

LAKEWOOD HOUSING AUTHORITY

Norma Berrios

On Behalf of Scott E. Parsons, PHM, Executive Director

Inspection Checklist

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 04/30/2026)

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.50 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. As surances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid contr number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Name of Family	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial ☐ Special ☐ Reinspection ☐	Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate) ☐ Single Family Detached ☐ Duplex or Two Family ☐ Row House or Town House ☐ Low Rise: 3, 4 Stories, Including Garden Apartment ☐ High Rise: 5 or More Stories ☐ Manufactured Home ☐ Congregate ☐ Cooperative ☐ Independent Group Residence ☐ Single Room Occupancy ☐ Shared Housing ☐ Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)

☐ Pass ☐ Fail ☐ Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
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Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls		Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location	☐	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2 Electricity/Illumination						
4.3 Electrical Hazards						
4.4 Security						
4.5 Window Condition						
4.6 Ceiling Condition						
4.7 Wall Condition						
4.8 Floor Condition						
4.9 Lead-Based Paint				☐ Not Applicable		
Are all painted surfaces free of deteriorated paint?						
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10 Smoke Detectors						
4.1 Room Code* and Room Location	☐	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2 Electricity/Illumination						
4.3 Electrical Hazards						
4.4 Security						
4.5 Window Condition						
4.6 Ceiling Condition						
4.7 Wall Condition						
4.8 Floor Condition						
4.9 Lead-Based Paint				☐ Not Applicable		
Are all painted surfaces free of deteriorated paint?						
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10 Smoke Detectors						
4.1 Room Code* and Room Location	☐	(Circle One) Right/Center/Left		(Circle One) Front/Center/Rear	Floor Level	
4.2 Electricity/Illumination						
4.3 Electrical Hazards						
4.4 Security						
4.5 Window Condition						
4.6 Ceiling Condition						
4.7 Wall Condition						
4.8 Floor Condition						
4.9 Lead-Based Paint				☐ Not Applicable		
Are all painted surfaces free of deteriorated paint?						
If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?						
4.10 Smoke Detectors						

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level
4.2	Electricity/Illumination	☐	☐	☐		
4.3	Electrical Hazards	☐	☐	☐		
4.4	Security	☐	☐	☐		
4.5	Window Condition	☐	☐	☐		
4.6	Ceiling Condition	☐	☐	☐		
4.7	Wall Condition	☐	☐	☐		
4.8	Floor Condition	☐	☐	☐		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	☐	☐	☐		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	☐	☐	☐		
4.10	Smoke Detectors	☐	☐	☐		
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level
4.2	Electricity/Illumination	☐	☐	☐		
4.3	Electrical Hazards	☐	☐	☐		
4.4	Security	☐	☐	☐		
4.5	Window Condition	☐	☐	☐		
4.6	Ceiling Condition	☐	☐	☐		
4.7	Wall Condition	☐	☐	☐		
4.8	Floor Condition	☐	☐	☐		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	☐	☐	☐		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	☐	☐	☐		
4.10	Smoke Detectors	☐	☐	☐		
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6	☐	☐	☐		
5.2	Security	☐	☐	☐		
5.3	Electrical Hazards	☐	☐	☐		
5.4	Other Potentially Hazardous Features in these Rooms	☐	☐	☐		

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS Inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Accessibility for Individuals with Disabilities

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ☐
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Type of Inspection	Initial	Special	Reinspection
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Item Number	Reason for "Fail" or "Pass with Comments" Rating
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Continued on additional page

Yes ☐ No ☐



317 Sampson Avenue, Lakewood, New Jersey 08701-3565
(732) 364-1300 • Fax (732) 367-3299
www.lakewoodha.org

Dear

The enclosed paperwork is being sent to you for your completion. Please sign and date where highlighted and return with required documents.

Two (2) Section 8 Housing Choice Vouchers are enclosed for your signature. Please sign both, keep one for your records and send one back with other original signed paperwork.

All documentation can be emailed or faxed. If unable to do so, you may send copies or if that's not possible I will copy and resend you back your originals. Please note that I will not be able to complete your initial lease up without all required documentation.

All paperwork can be dropped off (using drop box installed in front of Admin. Bldg.) mailed by postal service or dropped off at the Administrative Office. Please return all paperwork no later than

If the signed paperwork and documents are not submitted by the deadline stated above, we will assume you are not interested in participating and your name will be removed from the waiting list and your application will be deactivated.

Also included is a landlord packet to be completed by the owner of the unit you wish to rent.

Sincerely,
LAKEWOOD HOUSING AUTHORITY

LAKEWOOD HOUSING AUTHORITY
Required Documents for Eligibility

THESE DOCUMENTS MUST ACCOMPANY YOUR PACKET

The Following documents are required to complete your Certification. Please provide all documents that apply to you and /or any member of your household.

ALL DOCUMENTS MUST BE CURRENT. WE WILL NOT ACCEPT DOCUMENTS OLDER THAN ONE MONTH WITH THE EXCEPTION OF CHECKING ACCOUNT STATEMENTS.

ALL FAMILY MEMBERS WHO ARE/WILL BE 18 YEARS OR OLDER AT THE EFFECTIVE DATE OF YOUR CERTIFICATION, MUST SIGN THE DOCUMENTS. NO EXCEPTIONS.

1. **IDENTIFICATION VERIFICATION** –Birth Certificate and Social Security card for all family members.
2. **TAX RETURN** – Provide a current Federal and State Income Tax Return, signed and completed along with all W-2 and/or 1099 information.
3. **VERIFICATION OF INCOME** – for all members of the household age 18 years and older.
 - a. Employment Verification – Provide the name, address, phone, and fax number of all current employer(s), as well as 2 months of consecutive pay stubs. This includes wages from Door Dash, Instacart, Uber, Shipt, etc.
 - b. Social Security/SSI/SSD– Provide your benefit letter from the government agency indicating monthly income.
 - c. General Assistance/TANF – Provide your benefit letter from the government agency indicating monthly income/assistance.
 - d. Pension – Provide a letter from the agency disbursing the pension; however, if you have a problem getting a letter, a copy of your pension check will be acceptable.
 - e. Child Support – Provide a check stub, print out, or court documents indicating the amount you receive. If this money goes directly to the Board of Social Services, that must be indicated in the letter from Welfare. All others must get a statement from the probation department.
 - f. Unemployment/Temporary Disability/Family Leave/Workman's Comp – Provide a copy of your Unemployment/Disability/Family Leave statement; if you have just applied, you must bring in proof of the application.

- g. Own Business – If you own your own business, you must complete the Own Business Form provided to you by your case worker and submit all supporting documents. **YOU MUST** provide a Profit and Loss Statement from your accountant, **NO EXCEPTIONS**. If you are self-employed as a babysitter, you must complete the Own Business Childcare Provider form provided by your case worker.
- h. Scholarship/Parsonage/Stipend – If any adult household member is receiving scholarship, parsonage, or a stipend, you must provide a letter from the school/organization indicating amount received and frequency.
- i. QTR/Tuition Reimbursement/Childcare Reimbursement – Letter from any employer/agency who is providing the benefit indicating the amount and frequency.
- j. Adoption/Foster Care Assistance Payments – Most recent benefit statement.
- k. Other Assistance – Documentation of any other assistance that you are receiving such as parental/family support, tuition payments for any minors in your household.

******All letters from any individual MUST include their full name, address, and telephone number. ******

- 4. **FULL TIME STUDENTS** - Anyone over the age of eighteen (18) who is enrolled as a full-time student must bring in a letter from the school, on the school's letterhead, stating full-time status.
- 5. **VERIFICATION OF CUSTODY OR GUARDIANSHIP** – If not previously provided, if you have legal custody of grandchildren or other family members under the age of eighteen (18), you must submit a court order which states the same. You must also get a notarized letter from the parent(s) of the children stating whether you are receiving any income or support for the care of the children.
- 6. **VERIFICATION OF ASSETS – FOR ALL FAMILY MEMBERS** – Checking, Savings, Stocks, Bonds, Certificate of Deposit, Real Estate, Money Market, etc. **This includes any online banking accounts. I.e., Chime, Cash App, Direct Express, etc.**
 - a. Checking Accounts – Last six (6) months of statements. **They must be consecutive and complete.**
 - b. Savings Account – You must submit the most current bank statement or passbook from the bank. **ATM transaction slips will not be accepted.**
 - c. Savings Bonds – Copies of the bond must be submitted into the office.
 - d. Money Market/CDs – Provide the actual bank certificates/statements.
 - e. 401k/IRA/Stocks/Mutual Funds/etc. – Please provide the most recent statement.
 - f. Loans – If you have given a loan to someone, both you and the recipient must present a letter stating the amount of the loan and whether any part has been repaid. The letter must include the recipient's name, address, and telephone number.

- g. Property – You must provide the LHA with the following documentation for all properties you own:
 - i. Deed
 - ii. Current property appraisal (see Realtor)
 - iii. Current taxes
 - iv. Current insurance policy
 - v. Your most recent mortgage statement
 - vi. HOA/Condo fees (if applicable)
 - vii. Lease (if the property is rented)
 - h. Life Insurance Policy – Whole Life. Complete policy.
7. **VERIFICATION OF CHILDCARE** – This can only be considered for children aged twelve (12) and younger and if the head of household/spouse or both parents are employed or going to school. This does NOT include tuition payments.
- i. Babysitter – Child/Dependent Care Verification form must be completed. Contact your case worker to obtain the form.
 - j. Day Care Center – A letter provided by the Agency on their letterhead indicating the child in their care and amount paid.
 - k. CHS – A copy of the most recent contract.
8. **SENIOR/DISBALED APPLICANTS ONLY – MEDICAL EXPENSES** – Please bring in any of the following that apply to you:
- l. A letter from any doctor(s) stating the fee(s) for office visits, procedures, tests, or operations anticipated for the coming year.
 - m. A letter from any doctor or medical facility for which you have an outstanding balance owed, stating the amount due and any payment arrangements that have been made. We cannot accept bills.
 - n. If you carry Blue Cross/Blue Shield, AARP, or Major Medical Insurance, and you pay for this coverage, please provide your most recent statement of payment booklet(s). We cannot accept canceled checks.
 - o. Documentation for any out-of-pocket cost for prescriptions, vision care, dental care, or medical mileage.

Scott E. Parsons, PHM
Executive Director



Dear Participant:

To ensure that we have the most updated information, please complete the following and return it with your recertification packet.

Thank you for your cooperation.

Sincerely,
LAKEWOOD HOUSING AUTHORITY

Name: _____

Primary Telephone #: _____

Cell Phone #: _____

Email: _____

The above email will be used for correspondence. Only provide an email address that you have access to and check regularly.

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply)	
☐ Emergency	☐ Assist with Recertification Process
☐ Unable to contact you	☐ Change in lease terms
☐ Termination of rental assistance	☐ Change in house rules
☐ Eviction from unit	☐ Other: _____
☐ Late payment of rent	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

☐ Check this box if you choose not to provide the contact information.

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Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes 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. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



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



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

February 2010

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third-party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: https://www.hud.gov/program_offices/public_indian_housing/programs/eh/eiv

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date



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

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

Paperwork Reduction Notice: Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 10/31/2019.

NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:

Lakewood Housing Authority
317 Sampson Avenue
Lakewood, NJ 08701

**I hereby acknowledge that the PHA provided me with the
*Debts Owed to PHAs & Termination Notice:***

Signature

Date

Printed Name

HOUSEHOLD INFORMATION FORM

PLEASE COMPLETE THIS FORM AND RETURN

PT 1. Name _____
 Address _____

Phone number _____
 Cell _____
 Email _____

Please list all the family members currently residing in your household. Family relationship code are as follows:

H= Head of household

E=Full time student over 18 (dependent)

S=Spouse

L=Live in aide

K=co-head (not married)

F=Foster child

Y=Youth under 18

A=Other Adult

1

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

2

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

3

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

4

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

5

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

6

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

7

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

8

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

9

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

10

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

11

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

12

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

13

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

14

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

15

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

16

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

17

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

18

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

19

Last Name	First Name	MI	Date of Birth	Sex	Relationship	Disabled
Social Security			Race (check one) ☐ White ☐ Black ☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander		Ethnicity (check one) ☐ Hispanic ☐ Non-Hispanic	

Please use back for any additional members

PT 2. INCOME INFORMATION

Did you file a Federal and State Income Tax Return for the current year? ☐ Yes ☐ No

If NO, what was the last year you filed for? _____

IF YES, YOU MUST INCLUDE A COPY OF YOUR FEDERAL AND STATE TAX RETURN INCLUDING ALL W2'S AND 1099'S

Does anyone living outside your household pay any of your bills? ☐ Yes ☐ No

IF YES, YOU MUST PROVIDE SUPPORT LETTER

Must list **GROSS INCOME** (before taxes) for all members over the age of 18 or older for Wages (Job), Worker's Compensation, Own Business, Self Employed, Social Security benefits, SSI, SSD, Disability, Family Leave, Retirement Payments, Child Support, Military Pay, Periodic Gifts, Barter Income, Scholarship, Kolliel, Bonus, Parental Support, QTR, Child Care reimbursement. If you are unsure, please ask, **DO NOT** leave it out.

Family member's Name	Total Gross Income amount	Pay Frequency: Weekly, Bi-weekly, Semi-monthly, Monthly	Total number of months employed annually	Source of income (see list above)

Please use back for any additional income

PT 3. ASSET INFORMATION

Please list all CHECKING, SAVINGS, STOCKS, BOND, CD'S, TRUSTS, REAL ESTATE, CASH, RETIREMENT ACCOUNTS, LIFE INSURANCE POLICIES, for all members, including minors, regardless of their age. If your household does not have asset, please indicate Not Applicable, **N/A**

Family member	Type of account (see list above)	Current balance	Name of Financial Institution (Bank)

Please use back for any additional assets

PT 4. CHILD CARE EXPENSES: IF THE FOLLOWING DOES NOT APPLY TO YOUR FAMILY, PLEASE INDICATE N/A (not applicable). **IF YOUR FAMILY RECEIVES ASSISTANCE THRU CHS, PLEASE PROVIDE ONLY YOUR CO-PAY AMOUNT AND PROVIDE THE CHS CONTRACT ALONG WITH THE CHILD CARE LETTER FROM THE PROVIDER**

Child's Name	Child Care Provider's Name	Address and Telephone Number of Child Care Provider	Total amount of child care Family pays

Unreimbursed Disability Assistance Expense:

If you pay and are not reimbursed for care or equipment for a disabled member of your family, so that a member of your family may work, enter the name of the person who works here.

Disabled Member's Name	Provider's Name	Address	Amount of expense	Any type of equipment need

PT 5. MEDICAL EXPENSE ALLOWANCE:

DISABLED/SENIORS ONLY

Family Member Name	Total Amount of Expense Claimed	Provider	Address

Please use back for any additional medical expenses

PT 6. Head of household must sign this form and certify accuracy of information provided.

I certify that the information on this form is true and complete to the best of my knowledge and belief. I understand that I can be fined up to \$10,000 or imprisoned up to five years if I furnish false or incomplete information.

Signature

Date

TENANT DECLARATION

Tenant: _____

Effective: _____

READ EACH STATEMENT. IF YOU HAVE ANY QUESTIONS, ASK YOUR CASE WORKER.

- **Applicant/Tenant Certification:** I/We certify that the information given to the Lakewood Housing Authority on household composition, income, net family assets, and allowances and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are grounds for termination of housing assistance and termination of tenancy.
- **Responsibility:** I/We understand that my responsibility as a participant in any Lakewood Housing Authority assistance program includes: **A.** I/We must fully disclose my income, assets and the family composition of my household. **B.** I/We must report any interim changes in my household's composition including birth or death in writing within 15 days. **C.** It is unlawful to make any "side" payments to an owner. In cases where this is permissible, I will obtain the Lakewood Housing Authority's written approval first. **D.** If this agency should find any misrepresentation made by me/us, it has the right to terminate my assistance.
- **Changes in Household: Any changes** in the household including but not limited to household composition, income, assets, child care, etc. for any person in the household must be reported to the Lakewood Housing Authority **IN WRITING WITHIN FIFTEEN (15) CALENDAR DAYS**. In addition, you must schedule an appointment with your caseworker to sign the Change in Household Composition/Income Form within that 15-day period. Any delay in reporting and/or supplying the necessary documents could result in a fraud and repayment to the Lakewood Housing Authority. **FAILURE TO REPORT CHANGES MAY RESULT IN THE TERMINATION OF RENTAL ASSISTANCE BENEFITS. FAMILIES MUST PROVIDE WRITTEN 60 DAY NOTICE TO BOTH THE LANDLORD AND LAKEWOOD HOUSING AUTHORITY OF INTENT TO MOVE.**
- **Watch Out for Lead Paint Poisoning:** By signing below, you acknowledge you have received, read and understand the dangers of lead paint poisoning in homes constructed prior to 1978.
- **Required Foreclosure Notice:** On May 20, 2009 a new federal law protecting your rights became law. This law is the Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, 702 (2009). Through this notice, HUD seeks to ensure that individuals or entities that participate in HUD programs or with whom HUD interacts through its programs are aware of obligations imposed on immediate successors of interest in any residential property pursuant to a foreclosure to provide tenants residing in such property, including but not limited to tenants with Section 8 rental assistance, with at least 90 days' advance notice of the need to vacate the property, where the successor desires to have the tenants vacate.
- **Fraud Affidavit:** Under Federal Law, FRAUD is punishable by fines up to \$10,000 AND imprisonment for up to five years. If a resident submits fraudulent information to this agency OR withholds relevant information from this agency, the resident will be charged back rent, face eviction proceedings and will be turned in for prosecution for violating federal law. Tenants will be required to pay market rent-retroactively, if applicable.

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line at 800-424-8590 or South Jersey Legal Services at 800-496-4570. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE LAKEWOOD HOUSING AUTHORITY MAY RESULT IN THE TERMINATION OF RENTAL ASSISTANCE BENEFITS.

By signing below, I/we have read, and understand all of the above, including the warning on the bottom of the Application.

_____ Head of Household	_____ Date	_____ Spouse	_____ Date
_____ Other Adult	_____ Date	_____ Other Adult	_____ Date
_____ Other Adult	_____ Date	_____ Other Adult	_____ Date
_____ Other Adult	_____ Date	_____ Other Adult	_____ Date

INCOME VERIFICATION CHECKLIST

Please review the following list. It contains a list of all items which **MUST** be reported to this Agency at all certifications/recertifications.

**PLEASE REVIEW THIS LIST AND CHECK THE BOX OF EACH ITEM THAT IS APPLICABLE
REGARDING THE INCOME FOR ALL HOUSEHOLD MEMBERS.**

	YES	NO		YES	NO
Wages from all Jobs – <i>includes wages from Door Dash, Instacart, Uber, Lyft, Shipt, etc.</i>	☐	☐	Savings Bonds	☐	☐
Own Business	☐	☐	Money Market and/or Savings Accounts	☐	☐
Pension	☐	☐	Custodial Accounts for all minor children	☐	☐
GA/TANF – <i>Cash Assistance</i>	☐	☐	Trust Accounts	☐	☐
Temporary Disability	☐	☐	Stocks	☐	☐
Unemployment Benefits	☐	☐	Checking Accounts	☐	☐
Workman's Compensation	☐	☐	Business Checking Accounts	☐	☐
Family Leave-Current	☐	☐	Certificate of Deposit (CD)	☐	☐
Parental or Family Support	☐	☐	Online Banking Accounts – <i>Chime, Cash App, Direct Express, Venmo, etc.</i>	☐	☐
SSI for any member	☐	☐	Mutual Funds	☐	☐
Social Security Benefits	☐	☐	401k Retirement Fund	☐	☐
Life Insurance Policies	☐	☐	Childcare Reimbursement	☐	☐
Work Study	☐	☐	Real Estate or Properties	☐	☐
Scholarships	☐	☐	Power Of Attorney	☐	☐
Parsonage	☐	☐	K-1 Schedule – If Applicable	☐	☐
Alimony	☐	☐	Any Assets Disposed Within the Past 2 years? _____	☐	☐
Child Support	☐	☐	Other Please List Below _____	☐	☐
Qualified Tuition Reduction-QTR	☐	☐	_____	☐	☐
Does anyone outside your household pay for your children's tuition?	☐	☐	_____	☐	☐
Explain: _____	☐	☐	Cash or non-cash contributions or gifts given to your family on a regular basis and making up part of your family's annual income (food not included)	☐	☐

**IF YOU CHECKED YES TO ANY OF THE ABOVE, PLEASE PROVIDE
VERIFICATION/DOCUMENTATION**

**ANY OTHER FORMS OF INCOME NOT LISTED ABOVE MUST BE REPORTED. IF YOU ARE
UNAWARE WHETHER IT'S CONSIDERED INCOME, ASK YOUR CASE WORKER.**

EXPENSE/ADJUSTED INCOME VERIFICATION CHECKLIST

Please review the following list. It contains a list of expenses/allowances that may entitle you for a credit.

(Check off all that applies to your household.)

- ☐ **Number of dependents in the household _____.** A dependent is a household member who is under 18 years of age, a full-time student, or a disabled individual. Each dependent is entitled to a \$480.00 credit.
- ☐ **Childcare expenses** – reasonable expenses incurred for the care of children *aged twelve and younger* to enable a family member to work, look for work, or further their education (when no other adult household member is available).
- ☐ **Elderly or Disabled** - a family in which the head or spouse is at least 62 years of age OR disabled. A family is entitled to a \$400.00 credit per household.
- ☐ **Disability Assistance Expenses** – anticipated expenses for care attendants and auxiliary apparatus for disabled family members.
- ☐ **Medical Expenses** – anticipated medical expenses to be incurred during the next 12 months. This deduction is permitted **ONLY** for households in which the HEAD or SPOUSE is at least sixty-two, handicapped or disabled.
- ☐ **None of the Above Apply to My Household**

I have reviewed the above list and do hereby certify that I have disclosed all applicable income/expenses for **ALL HOUSEHOLD MEMBERS.**

Participant

Date

Authorization for the Release of Information/Privacy Act Notice to the U.S. Department of Housing and Urban Development and the Housing Agency/Authority (HA)
 U.S. Department of Housing and Urban Development, Office of Public and Indian Housing

PHA or IHA requesting release of information (full address, name of contact person, and date):

Lakewood Housing Authority 317 Sampson Avenue
 Lakewood, NJ, 08701

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544. This law requires you to sign a consent form authorizing: (1) HUD, and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; and (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service.

Section 104 of the Housing Opportunity and Modernization Act of 2016. The relevant provisions are found at 42 U.S.C. 1437n. This law requires you to sign a consent form authorizing the HA to request verification of any financial record from any financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401)), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.
Private owners may not request or receive information authorized by this form.

Who Must Sign the Consent Form: Each member of your family who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the family or whenever members of the family become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

Public Housing
 Housing Choice Voucher
 Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Revocation of consent: If you revoke consent, the PHA will be unable to verify your information, although the data matches between HUD and other agencies will continue to automatically occur in the Enterprise Income Verification (EIV) System if the family is not terminated from the program.

Sources of Information to be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self-employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages; and (b) financial institutions as defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the HA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits. I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information.

Consent; I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form remains effective until the earliest of (i) the rendering of a final adverse decision for an assistance applicant; (ii) the cessation of a participant's eligibility for assistance from HUD and the PHA; or (iii) The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD or the PHA.

Signatures:

Head of Household	Date		
Social Security Number (if any) of Head of Household		Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Advisory. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). Purpose: This form authorizes HUD and the above-named HA to request income information to verify your household's income in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent: HUD and the HA (or any employee of HUD or the HA) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the HA for the unauthorized disclosure or improper use.

OMB Burden Statement. The public reporting burden for this information collection is estimated to be 0.16 hours for new admissions and .08 hours for household members turning 19, including the time for reviewing, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information income and assets is required for program eligibility determination purposes. The submission of the consent form is necessary (form-HUD 9886) so that PHAs can carry out the requirements of Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. 3544) and Section 104 of HOTMA to ensure that HUD and PHAs can verify eligibility and income information for applicants and participants. This information collection is protected from disclosure by the Privacy Act. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. When providing comments, please refer to OMB Approval No. 2577-0295. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Declaration of Section 214 Status

This Section to be completed by the Applicant

Last Name: _____ First Name: _____ Middle name: _____

Relationship to the head of household: _____ Sex: _____ Date of Birth: _____

Social Security Number: _____ Alien Registration Number: _____

Admission Number: _____ Nationality: _____
(If applicable-from INS Form I-94, Departure record) (Country to which you owe legal allegiance-may or may not be country of birth)

Instructions: Complete the declaration below by reviewing all four boxes and signing the ONE box that applies. A separate declaration form must be signed for each member of the household.

I, _____ hereby declare, under penalty of perjury, that:

1. I am a citizen or national of the United States of America.

Signature _____ Date _____

☐ I am signing on behalf of a child living in my assisted unit for whom I am responsible

If you sign this box, no further action is required.

2. I am a non-citizen with eligible immigration status, as described on the reverse.

Signature _____ Date _____

☐ I am signing on behalf of a child living in my assisted unit for whom I am responsible

If you sign this box, complete the reverse side including the Verification Consent

Request for an Extension

3. I hereby certify that I am a non-citizen with eligible immigration status as noted in #2 above, and as described on the reverse, but the evidence needed to support my claim is temporarily unavailable. Therefore, I am requesting additional time to obtain the necessary evidence. I further certify that diligent and prompt efforts will be taken to obtain this evidence.

Signature _____ Date _____

☐ I am signing on behalf of a child living in my assisted unit for whom I am responsible

If you sign this box, complete the reverse side including the Verification Consent.

4. I am not contending eligible immigration status and I understand that I am not eligible for financial housing assistance.

Signature _____ Date _____

☐ I am signing on behalf of a child living in my assisted unit for whom I am responsible

If you sign this box, no further action is required. You are NOT eligible for housing assistance.

PENALTIES FOR MISUSING THIS CONSENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at **208 (a) (6), (7) and (8). ** Violations of these provisions are cited as violations of 42 U.S.C. Section **408 (a) (6), (7) and (8). **

This Section to be completed by the Applicant

If you checked box 2 on the front side of this page, and are claiming to be a non-citizen with eligible immigration status, one of the following boxes MUST be checked:

- ☐ A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by section 101 (a)(15) of the INA (8 USC 1001 (a)(20) and 1101 (a)(15), respectively). [immigrants] (This category includes a non citizen admitted under section 210 or 210A of the INA (8 USC 1160 or 1161), [special agricultural worker], who has been granted lawful resident status);
- ☐ A non-citizen who entered the U.S. before 1-1-1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 USC 1259);
- ☐ A non-citizen who is lawfully present in the U.S. pursuant to an admission under section 207 of the INA (8 USC 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 USC 1158) [asylum status]; or as a result of being granted conditional entry under section 203 (a)(7) of the INA (8 USC 1153 (a)(7) before 4-1-1980, because of persecution on account of race, religion, or political opinion or because of being uprooted by a catastrophic national calamity;
- ☐ A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212 (d)(5) of the INA (8 USC 1182 (d)(5)) [parole status];
- ☐ A non-citizen who is lawfully in the U.S. as a result of the Attorney General's withholding deportation under section 243 (h) of the INA (8 USC 1253 (h)) [threat to life or freedom]; or
- ☐ A non-citizen lawfully admitted for temporary or permanent residence under section 245 A of the INA (8 USC 1255a) [amnesty granted under INA 245 A]

If you checked one of the above boxes you must submit one of the following documents:

- ☐ Form I-551, Alien Registration Receipt Card (for permanent resident aliens);
- ☐ Form I-94, Arrival-Departure record, with one of the following annotations:
 - a) "Admitted as Refugee Pursuant to Section 207"
 - b) "Section 208" or "Asylum"
 - c) "Section 243(h)" or "Deportation stayed by Attorney General"
 - d) "Paroled pursuant to Section 212(d)(5) of the INA"
- ☐ If Form I-94, Arrival-Departure Record, is not annotated, please provide one of the following documents:
 - a) A final court decision granting asylum (but only if no appeal is taken);
 - b) A letter from an INS asylum officer granting asylum (if application is filed on or after 10-1-1990) or from an INS district director grant asylum (if application filed before 10-1-1990);
 - c) A court decision granting withholding of deportation; or
 - d) A letter from an INS asylum officer granting withholding of deportation (if application filed on or before 10-1-1990)
- ☐ Form I-688, Temporary Resident Card, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 247a.12";
- ☐ Form I-688B, Employment Authorization Card, which must be annotated "Provision of Law 274a.12(11)" or "Provision of Law 247a.12";
- ☐ A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.;
- ☐ Form I-152, Alien Registration Receipt Card.

If you checked box 2 or 3 on the reverse side, please complete this consent form

Verification Consent

I, _____ hereby consent to the following:

1. The use of the attached evidence to verify my eligible immigration status to enable me to receive financial assistance for housing;
2. The release of such evidence of eligible immigration status by the project owner without responsibility for the further use or transmission of the evidence by the entity receiving it, to; (a) HUD, as required by HUD; and (b) The INS for the purposes of verification of the immigration status of the individual. **Notification:** Evidence of eligible immigration status shall be released only to the INS for purposes of establishing eligibility for financial assistance and not for any other purpose. HUD is not responsible for the further use or transmission of the evidence or other information by the INS.

Signature _____ Date _____

Scott E. Parsons, PHM
Executive Director



CERTIFICATION OF NON-EMPLOYMENT STATUS

The following household members, age 18 and older, are currently **not** employed. I/We understand that if employment status changes, I/we must notify the LHA in writing within 15 days of such change.

Print Name	Signature	Date
------------	-----------	------

Print Name	Signature	Date
------------	-----------	------

Print Name	Signature	Date
------------	-----------	------

Print Name	Signature	Date
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Print Name	Signature	Date
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Print Name	Signature	Date
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Scott E. Parsons, PHM
Executive Director



LIABILITY ACKNOWLEDGEMENT LETTER

FOR

TENANT CAUSED LOSSES

To Whom It May Concern:

This is to confirm that I understand and hereby agree to the following Section 8 Program requirements:

- 1) If I neglect my responsibilities as a participant in the Section 8 Housing Choice Voucher Program, and thereby cause losses to either the LHA or my Landlord by way of tenant **damages, vacancy loss, unpaid rent and unpaid utilities** I shall be fully responsible to repay such losses.
- 2) I shall make every effort to repay such verified losses as soon as I become aware of them.
- 3) If I move to a new apartment and such a loss liability against me arising from a previous Section 8 tenancy, I will pay back the loss by the next re-examination date at the latest. If I do not repay this amount by such date, I understand that I may not continue to receive rental assistance under program regulations.

Signature: _____

Print Name: _____

Date: _____

Rev. 10/2020

SELF-EMPLOYMENT VERIFICATION

MUST PRINT CLEARLY AND LEGIBLE

Name of Business _____

Address of Business _____

Type of Business _____

Date Business began _____

ANTICIPATED ANNUAL GROSS INCOME
(for the next 12 months)

\$ _____

EFFECTIVE DATE

ANNUAL EXPENSES (LIST TYPE OF EXPENSE

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total annual expense	\$ _____

Annual Net income (gross income minus expenses) \$ _____

☐ **MUST** provide a copy of my most recent Federal Income Tax Return (with all appropriate Schedules) including profit and Loss Statement and Schedule C

Or

☐ This is a new business. Provide a Profit and Loss Statement/Schedule C

I hereby certify, under penalty of perjury, that the above are true and accurate to the best of my knowledge and any false statements or information are grounds for termination of housing assistance and termination of tenancy.

Signature

Date

Print Name



SELF EMPLOYED CERTIFICATION FOR CHILD CARE PROVIDER

- I, _____, hereby certify that I am self employed as a child care provider. However, at this time I do not have a confirmed list of child care clients for the coming year. I am anticipating to care for _____ children at an annual amount of \$_____ per child. My anticipated annual income is _____.
- I am aware that if my income changes I will notify the Lakewood Housing Authority immediately to process an income change.
- I, _____, hereby certify that I am currently providing childcare services for _____ clients at a total annual income of \$_____ **EFFECTIVE** _____. Below is a list of clients (include: name, phone number, address, annual amount):

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u># of Children</u>	<u>Annual Amount</u>
1)				
2)				
3)				
4)				
5)				

For additional clients, please use back or a separate page

Signature

Date

Caseworker

Date



CHILD/DEPENDENT CARE VERIFICATION

Dear Childcare Provider:

We are required to verify the amounts paid for the care of children/dependents of individuals applying for or receiving a federal rent subsidy. To comply with this requirement, we ask for your cooperation in supplying the information requested below regarding the referenced individual.

Please complete a separate form for each child care provider. Your prompt return of this letter will be appreciated. If you have any questions, please contact your caseworker at 732-364-1300.

I hereby authorize the release of this information.

Head of Household Signature _____ **Date** _____

Name of person or agency providing care _____

Address _____ **Phone #** _____

Name and age of person cared for: _____

Hours per day: _____ **Days per week:** _____ **Rate per hour:** _____

Average amount paid for care: \$ _____ **PER: (Please check one):**

☐ **Weeks: (# of weeks per year)** _____ ☐ **Months: (# of months per year)** _____

(Include full-time summer care of school children if applicable)

Provider's
Signature _____

Print Name _____

Date _____



SECTION 8 HOUSING CHOICE VOUCHER PROGRAM LANDLORD PACKET

Welcome!

Attached is the Lakewood Housing Authority's Landlord Packet which must be completed to verify rental affordability. Upon completion, the attached documents may be faxed. Our fax number is 732-367-3299.

- **Unit Profile** – Basic unit information.
- **Owner Responsibility** – Owner information. If the owner of the unit is LLC, please provide the Certificate of Formation. If the owner is a Trust/Congregation, please include documentation showing list of all Trustees and/or Beneficiaries.
- **W-9** - Must list the owner as listed on the Deed/Tax Bill. If there are multiple owners (i.e., husband & wife, etc.) the W-9 must show only one of the owners. **THIRD PARTY PAYMENTS ARE NO LONGER ACCEPTABLE.** You must also include the IRS Letter for assigned EIN number (for businesses).
- **Request for Tenancy Approval** – Detailed unit information.
- **No Relative Form** – To be completed by Owner or Signatory (if applicable).
- **Signatory Form** - Must list all owners authorizing a designated person to sign papers on their behalf.
- **Proof of Ownership** – Please include a copy of Deed and Mortgage documents. You must also include the IRS Letter for assigned EIN number (for businesses).
- **Lead –Based Disclosure** – To be completed by Owner/Signatory and signed by Owner/Signatory and Tenant.
- **Property Manager Contact Information** – OPTIONAL – If you will be using a Property Manager, complete the form and designate if payment will be sent to the Owner or the Property Manager.
- **Direct Deposit Authorization** – Owner or Property Manager's bank information. Copy of check or deposit slip must accompany form.

Utilities – If there are multiple units and the tenant is responsible for any utilities; the tenant must have their own meters in their own name. No sharing of meters or side payments for utilities is permitted. If there are not separate meters for each unit, the tenant will not be responsible for the utility.

The lease effective date is always the 1st of the month. The unit must pass LHA HQS inspection at least 10 days prior to the lease effective date. Before we can schedule an inspection, the unit must have a Rental Certificate of Occupancy from the township. Please fax a copy of the CO as soon as it is available.

Once the unit has passed the HQS Inspection, the tenant will be permitted to sign a lease, and the contract will be drawn up. You will be asked to sign two copies of the contract and return both copies to our office along with a copy of the lease signed by you and the tenant outlining the lease effective date; contract rent amount and utility responsibilities. A signed copy of the contract will be returned to you for your records.

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. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA) LAKEWOOD HOUSING AUTHORITY			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type ☐ Single Family Detached (one family under one roof) ☐ Semi-Detached (duplex, attached on one side) ☐ Rowhouse/Townhouse (attached on two sides) ☐ Low-rise apartment building (4 stories or fewer) ☐ High-rise apartment building (5+ stories) ☐ Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: ☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Tax Credit ☐ HOME ☐ Section 236 (insured or uninsured) ☐ Section 515 Rural Development ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		Provided by
Range/Microwave		

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 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 if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



UTILITY RESPONSIBILITY

The policy regarding utility responsibility for Section 8 Participants is as follows:

OWNER RESPONSIBILITY:

If a tenant is responsible to pay for any utility in a unit, there **MUST** be a separate meter for that utility if the unit is not a single family dwelling. Sharing of meters between multiple dwellings is not permitted and counters attached to meters are not permitted.

As Owner/Manager/Signatory of the unit located at _____, I am aware this if the tenant is responsible for any of the utilities for the unit, the unit **MUST** have its own meter for each utility.

Signature: _____ Date: _____

TENANT RESPONSIBILITY:

If a tenant is responsible to pay for any utility in a unit, the tenant must have the utility in their own name to show that they are responsible party.

If it is not possible to have the utility in the tenant's name, the tenant must provide a copy of the utility bill and verification of payment of the bill.

In some instances, in Lakewood, the water/sewer utility must remain in the owner's name. If this situation applies and the tenant is responsible for the water/sewer utility, the owner must provide the tenant with the bill and the tenant must pay the water/sewer company directly and provide verification of payment to the Housing Authority.

As Tenant of the unit located at _____, I am aware that if I am responsible for payment of utility, I must provide verification of payment to that utility.

I will also notify the Lakewood Housing Authority of any changes to utility responsibility immediately.

Signature: _____ Date: _____

Rev. 10/2020

F:\userdata\Kotian\red\UTILITY RESPONSIBILITY 2.Doc

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Address of Unit _____

Tenant Name _____

Landlord Name _____

[] Check here if the unit was built after 1978 and skip to Certification of Accuracy – sign and date

LEAD WARNING STATEMENT

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

LESSOR'S DISCLOSURE

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and /or lead-based paint hazards are present in the housing (explain). _____
 - (ii) Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
 - (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

LESSEE'S ACKNOWLEDGMENT (INITIAL)

- (c) _____ Lessee has received copies of all information listed above
- (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

AGENT'S ACKNOWLEDGMENT (INITIAL)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date

Caseworker _____

UNIT PROFILE SHEET

PROPERTY OWNER: PLEASE COMPLETE ALL ITEMS LISTED BELOW. SHOULD YOU REQUIRE ADDITIONAL INFORMATION PLEASE CONTACT THE CASEWORKER.

NAME OF OWNER: _____

ADDRESS OF OWNER: _____

PHONE: _____ Email: _____

UNIT ADDRESS: _____

TYPE OF UNIT: (Please check one) ☐ Single Family Detached ☐ Mobile Home ☐ Duplex or Two Family
☐ Low Rise/Garden Apt. ☐ High Rise ☐ Row House / Town House

DOES THE UNIT HAVE A CURRENT TOWNSHIP RENTER'S CO? ☐ YES ☐ NO IF NO, WHEN: _____

NUMBER OF ROOMS: _____ (Not including kitchen or bathroom) NUMBER OF FULL BATHS: _____ ½ BATHS: _____

SQUARE FOOTAGE: _____ MOST RECENT RENT: _____

YEAR BUILT: _____ DATE OF LAST INCREASE: _____

UTILITIES

	DOES TENANT PAY FOR:	PROVIDED BY	PAID BY
1)	HEATING TYPE: _____ (NAT. GAS, OIL, ELEC.)	_____	_____
2)	COOKING FUEL TYPE: _____ (NAT.GAS, OIL, ELEC)	_____	_____
3)	HOT WATER HEATING TYPE: _____ (NAT.GAS, OIL, ELEC.)	_____	_____
4)	ELECTRIC LIGHTING:	_____	_____
5)	WATER:	_____	_____
6)	SEWER:	_____	_____
7)	TRASH COLLECTION:	_____	_____
8)	APPLIANCES: RANGE/MICROWAVE REFRIGERATOR	_____ _____ _____	_____ _____ _____
9)	CENTRAL A/C: ☐ YES ☐ NO	_____	_____

Signature of Owner _____

Date _____



OWNER RESPONSIBILITY AS A PARTICIPANT IN THE SECTION 8 PROGRAM

1. To adhere to all program requirements as stated in the Housing Assistance Payment Contract.
2. Section 1001 of Title 18 of the U.S. Code made it a criminal offense to make willful false statements or misrepresentation to any Department or Agency of the U.S. as to any matter within its jurisdiction.
3. It is illegal to accept any side payments from the tenants in the program. Such an offense is punishable by law and in addition, an offending Owner can be barred from further participation in the Rental Assistance Program.

I HAVE READ AND UNDERSTAND THE ABOVE AND WILL COMPLY WITH THE REQUIREMENTS.

Owner's Name: _____

Owner's Address: _____

Owner's Telephone Number _____

Social Security Number _____

Federal Tax I.D. # _____

Owner's Signature _____ Date _____

PLEASE ATTACH A COPY OF A DEED AND THE MORTGAGE DOCUMENTS TO SHOW PROOF OF OWNERSHIP. IF YOU ARE A MANAGING AGENT, WE MUST HAVE EITHER A NOTARIZED LETTER, SIGNATORY FORM OR POWER OF ATTORNEY FROM THE ACTUAL OWNER STATING SAME.

THE UNIT MUST HAVE A CERTIFICATE OF OCCUPANCY BEFORE THE LHA CAN SCHEDULE AN INSPECTION DATE.

Rev. 10/2020

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 8.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



I, _____ as authorized signatory for _____
(Signatory if Applicable) or (Owner) (Owner's Name)

owner (s) of record of the unit located at _____
(Unit Address)

do hereby state that **NO** member of the corporation/partnership/company are relatives* of
the tenant (s): _____
(Tenants' Names)

Please indicate if you are related to the tenant other than the list

provided: _____
(Relationship)

***Relatives are as follows:**

- Parent (including stepparent)
- Spouse
- Child (including stepchild)
- Grandparent
- Grandchild
- Sister
- Brother (including a stepsister, stepbrother)
of any covered individual

I understand that this form will be attached to the Housing Assistance Payment Contract entered into with all obligations as described therein.

Signature

Date

Rev 10/2020



SIGNATORY FORM
(MUST BE NOTARIZED)

I/We, _____ owner(s) of record of the unit located
(Owner(s))

at: _____, do hereby authorize
(Address)

_____ to sign all documents on my behalf.

Owner's Name (Please Print)

Owner's Name (Please Print)

Owner's Signature

Owner's Signature

Date

Date

Notary

LIST ALL OWNERS NAMES & SIGNATURES

Scott E. Parsons, PHM
Executive Director



Re: Direct Deposit Conversion

Dear Landlord,

I have included an enrollment form to sign up for Direct Deposit for your monthly HAP payments. All of our landlords are required to enroll and are receiving their HAP payments deposited conveniently into their bank accounts.

To further enhance this program, we have implemented a Landlord Access portal on our website (www.lakewoodha.org) where landlords can view or print their current and past HAP payment details.

IF YOU ARE NOT SIGNED UP FOR DIRECT DEPOSIT YOU WILL HAVE TO COME TO THE LAKEWOOD HOUSING AUTHORITY WITH VALID ID TO PICK UP YOUR PAYMENT. YOUR CHECK WILL BE AVAILABLE FOR PICK UP BETWEEN THE HOURS OF 1:00-3:30 PM MONDAY -FRIDAY.

For your convenience, I have included a Direct Deposit Form for you to complete and return as soon as possible. **Please be sure to include your email address to receive payment notifications.**

If you have any questions, please call 732-364-1300, xt.121.

Regards,

Teresa Acosta

Lakewood Housing Authority

Direct Deposit Authorization

I hereby authorize the Lakewood Housing Authority to directly deposit my Housing Assistance Payment (HAP) in the bank account listed below.

I have attached a voided check or deposit slip for the account specified below.

(Deposit slips are required for savings accounts only)

*****(Check **MUST** accompany this form or it will **NOT** be processed) *****

******NO** starter checks will be accepted. Account holders name **MUST** be on checks****

Mail completed forms to: LHA – 317 Sampson Avenue, Lakewood, NJ 08701 Attention: Teresa Acosta

PLEASE PRINT ALL INFORMATION CLEARLY TO AVOID ANY DELAY IN PROCESSING

This authorization is to remain in force until the company has received written authorization from me of its termination or change.

☐

Initial Authorization

☐

Change in Authorization

OWNER NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE#: _____

SIGNATURE: _____

EMAIL ADDRESS: _____

(Check only one)

☐

Checking

☐

Savings

FINANCIAL INSTITUTION NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: _____

ROUTING #: _____

ACCOUNT #: _____

OFFICE USE ONLY

Case Worker: _____

Accounting Department :

Tenant Name: _____

Processed Date: _____

Action Effective Date: _____

Scott E. Parsons, PHM
Executive Director



PROPERTY MANAGER CONTACT INFORMATION

If you will be using a Property Manager for this property, please complete the following and attach a copy of your agreement with your Property Manager

Owner Name

Property Manager Name / Contact Person

Address 1

Address 2

City, State, Zip Code

Telephone

Fax

Email for payment confirmations - MANDATORY

Payments are to be sent to: ☐ Owner ☐ Property Manager

Please complete the attached Direct Deposit Authorization form. **Banking information must match recipient's name based on checked selection above.**

Owner or Signatory

Date

F:\UserData\Knaufred\WORD FORMS\Property Manager Information.doc

Family Portability Information
Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 4/30/2026)

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.50 hours, 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 collection of information is required to exercise portability within the housing choice voucher program. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR 982.355. Collection of this information, including SSN and annual income, is voluntary. The information is used to standardize the information submitted to the receiving Public Housing Agency (PHA) by the initial PHA. In addition, the information is used for monthly billing by the receiving PHA. Failure to provide any of the information may result in delay or rejection of a family port.

Part I Initial PHA Information and Certification

Instructions: This portion of the form is to be completed by the initial PHA for a family that is moving out of the initial PHA's jurisdiction under the portability procedures.

1. Head of Household Name				2. Head of Household Social Security Number	
3. Voucher Number (if applicable)	4. Bedroom Size	5. Issuance Date (mm/dd/yyyy)	6. Expiration Date (mm/dd/yyyy)	7. Date of Last Income Examination (mm/dd/yyyy)	
8. Annual income if new admission (not currently a voucher participant) \$ _____					
9. Date by which initial billing must be received (90 days following the expiration date of the initial PHA voucher) (mm/dd/yyyy) _____					
10. Initial PHA administrative fee rate \$ _____ (Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)					
11. 80% of initial PHA ongoing administrative fee (line 10 x 0.8) \$ _____					
12. Receiving PHA to which family has been referred: _____					

Attachments:

- A copy of the voucher issued by the initial PHA.
- The most recent form HUD-50058 and copies of all related verification information for the current form HUD-50058. (Note: This is the latest form HUD-50058 completed for either an applicant, a new admission, an annual reexamination, or an interim redetermination. It is not the form HUD-50058 that the initial PHA completes to report the portability move-out.)

Certification Statement:

The family ☐ is a current program participant or ☐ is not a current program participant but is income-eligible in the receiving PHA's jurisdiction (see line 8 above), and the voucher was issued in accordance with the program regulations. Please issue the family a receiving PHA voucher that does not expire before 30 days from the expiration date indicated in Item 6 (the expiration date on the initial PHA's voucher) for the appropriate bedroom size (based on the receiving PHA's policies). I certify that the information contained on Part I of this form and the attached documents provided by my agency are true and correct. My agency will promptly reimburse amounts paid on behalf of the above family within 30 calendar days of receipt of Part II of this form and thereafter ensure that subsequent billing payments are received by your agency no later than the fifth working day of each month. Failure to comply with these payment due dates may result in the transfer of the family's voucher in accordance with program rules and regulations.

Name of Certifying PHA Official _____ Type Full Name and Address of Initial PHA below

Signature _____

Initial PHA Contact Name _____

Phone Number _____ Email _____

Form Submission Date (mm/dd/yyyy) _____

Part II-A Receiving PHA Information and Certification

Instructions: The receiving PHA must always complete Part II-A.

1. Head of Household Name		2. Head of Household Social Security Number
3. Voucher Bedroom Size (per receiving PHA's policies)	4. HAP Contract Number (if applicable)	

5. Receiving PHA administrative fee rate \$ _____
(Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)**Certification Statement:**

I certify that the information contained on Part II of this form and, if applicable, the attached form HUD-50058, is true and correct and that my agency will promptly remit any overpayment to your agency.

Name of Certifying PHA Official _____

Type full Name and Address of Receiving PHA below

Signature _____

Receiving PHA Contact Name _____

Phone Number _____ Email _____

Form Submission Date (mm/dd/yyyy) _____

Part II-B Family Status, Initial HAP Contract Execution and Billing Changes After HAP Contract ExecutionInstructions: for initial billings, Part II-B must be completed by the receiving PHA and received by the initial PHA within 90 days following the expiration date of the initial PHA's voucher. For changes in the family status or the billing amount, Part II-B must be completed and sent within 10 working days from the effective date of the change. **The receiving PHA does not submit the billing form each month unless the monthly amount due changes or both PHAs agree to a different billing schedule that requires a more frequent billing submittal.****Check all statements below that apply:**

- ☐ 1. The above family has failed to submit a request for tenancy approval for an eligible unit within the allotted time period. You may therefore reissue your voucher to another family and, if applicable, modify any records concerning local preference usage and income targeting requirements. **STOP. Do not complete remainder of form.**
- ☐ 2. We have executed a HAP contract on behalf of the family and are absorbing the family into our own program effective _____ (mm/dd/yyyy). You may reissue your voucher to another family. **STOP. Do not complete remainder of form.**
- ☐ 3. We executed a HAP contract on _____ (mm/dd/yyyy) with an effective date of _____ (mm/dd/yyyy) and are billing your agency. The effective date of the family's annual reexamination will be _____ (mm/dd/yyyy). **A copy of the new form HUD-50058 is attached to this form. No other documentation is required.** (Note: Receiving PHAs are required to complete and submit a form HUD-50058 for families moving into their jurisdiction under portability. The receiving PHA may elect to conduct a special recertification of the family to conform the dates of the unit inspection and recertification, but is not required to do so by HUD in order to complete the form HUD-50058 for a portability move-in.) **Complete line 10 below.**
- ☐ 4. The HAP amount has changed effective _____ (mm/dd/yyyy) for the family because of: (Check all applicable items. **Complete line 10 below.**)
- ☐ annual recertification
- ☐ interim/special recertification
- ☐ change in payment standard
- ☐ the family moved to another unit in the receiving PHA jurisdiction.
- ☐ other: (specify) _____

Comments continued on separate page Yes ☐No ☐

☒ 5. The HAP payments have been abated effective _____ (mm/dd/yyyy). Please suspend the HAP to owner portion from your payment effective _____ (mm/dd/yyyy) until further notice. **STOP. Do not complete remainder of form.**

☒ 6. The HAP payments that were abated beginning _____ (mm/dd/yyyy) have resumed effective _____ (mm/dd/yyyy). Please resume payment of HAP effective _____ (mm/dd/yyyy). (Note: do not complete remainder of form unless line 4 above also apply. In such cases, complete line 10 below.)

☒ 7. We will no longer bill your agency because we are terminating the family's participation in the program or the family is voluntarily leaving the program.

Billing arrangement termination effective date: _____ (mm/dd/yyyy).

Reason for termination: (specify)

STOP. Do not complete remainder of form.

☒ 8. We are absorbing the family into our program and terminating the billing arrangement effective: _____ (mm/dd/yyyy). **STOP. Do not complete remainder of form.**

☒ 9. The HAP contract has been terminated effective _____ (mm/dd/yyyy) and no new HAP contract has yet been executed on behalf of the family.

The family:

☒ will not be remaining in our jurisdiction and has been referred to your agency.

☒ intends to remain in our jurisdiction. The family's voucher expires _____ (mm/dd/yyyy). (Note: submit this form again once you know the outcome of the family's search).

STOP. Do not complete remainder of form.

☒ 10. Billing Information

Regular Billing Amount:

a. Monthly HAP amount due
(line 12s or 12af of form HUD-50058)

b. Ongoing admin fee
((1) lesser of: Part I, line 11 or Part II, line 5, or (2) amount otherwise agreed upon)

c. **Total regular monthly billing amount**
(sum of lines a and b)

\$ 0.00

Additional Amount Due, If Applicable:

d. Prorated HAP to owner from _____ to _____

e. Hard-to-house fee, if applicable

f. Other (explain)

g. Total additional amount (sum of lines d, e and f) \$ 0.00

Total Billing Amount:

h. Payment Due This Billing Submission (sum of lines c and g) \$ 0.00
(After this submission, billing amount is amount recorded on line c, unless otherwise notified by the receiving PHA.)

Comments:

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

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2014)**

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Cooking	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Water Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ 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)

**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

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 HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the 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 if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

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

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

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program

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 may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

- (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

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

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program.

HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

16. Notices

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
exp. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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 may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** 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, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity 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. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. 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.

12. Lease: Relation to HAP Contract

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

13. 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.

14. Family Move Out

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

15. 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.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. 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.

18. 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.

19. Notices

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

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act ("VAWA")? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act ("VAWA"). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact

or go to

You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant's spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant's household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

. The VAWA emergency transfer plan

includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT
HUD-5380: Rights for Survivors

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. **BUT** the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

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How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact

. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting

. You can also find additional information on filing VAWA complaints at

<https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- ° For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- ° To talk with a housing advocate, contact

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



Report Housing Discrimination

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- ☐ Because of race
- ☐ Because of color
- ☐ Because of religion
- ☐ Because of national origin (including limited English proficiency)
- ☐ Because of disability
- ☐ Because of sex (this includes, but is not limited to, discrimination because of gender, actual or perceived gender identity or sexual orientation)
- ☐ Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- ☐ Because of, or as a direct result of, you or someone in your household being a survivor of domestic violence, dating violence, sexual assault, or stalking (such as for having a criminal record, eviction history, or bad credit history), or because you believe another housing right under the Violence Against Women Act (VAWA) was violated (for example, your landlord did not provide an emergency transfer, you were penalized for calling 9-1-1 or seeking emergency services). VAWA protections apply regardless of sex, sexual orientation, or gender identity
- ☐ Because of retaliation, intimidation, or interference related to exercising a fair housing right or a VAWA right (such as filing a complaint; testifying in a proceeding), or helping others to do so
- ☐ Other reason (explain below)

- ☐ **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**



QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name)		
Last name		
Relationship to you: (e.g. landlord, lender, real estate agent)		
Address:		
Business name or job title:		
Phone number 1:	Phone number 2:	
Email address:		
Location: (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:

☐ More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location: (for example, name of residential rental or sales property, public entity, business, or bank):		
Street address:		Apt. or unit:
City:	State:	ZIP:



QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

☐ The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status and/or a violation of your VAWA rights. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability related reasonable accommodation? Evicted because of your sexual orientation? Terminated from participating in a housing-assistance program? Denied a right because of or on the basis of being a survivor of domestic violence or sexual assault? Penalized for calling 9-1-1? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

NOTE: Continued on next page

What happened? (continued)

NOTE: If you need more space, attach additional pages



CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name:	Last name:
Phone number:	☐ Cell phone?
Email address(es):	
Preferred contact: ☐ Phone ☐ Email ☐ Other	
Best time to call: ☐ Morning ☐ Afternoon Preferred language(s):	
Street address:	Apt. or unit:
City:	State: ZIP:

Your mailing address

Street Address:	Apt. or unit:
City:	State: Zip:

Second Point of Contact

First name:	Last name:
Phone number:	Email address:

Relationship to you (optional)

- ☐ Family member or friend
- ☐ Attorney
- ☐ Fair housing advocate or representative
- ☐ Other

FORM INSTRUCTIONS

Where to mail, email, or fax your claim form

Submit online at www.hud.gov/fairhousing/fileacomplaint or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT

Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 321
Boston, MA 02222
Email: ComplaintsOffice01@hud.gov
Fax: Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands
Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532 New York, NY 10278
Email: ComplaintsOffice02@hud.gov
Fax: Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV
Mail:
FHEO Region 3 The Wanamaker Building
100 Penn Square East, 12th Floor Philadelphia, PA 19107
Email: ComplaintsOffice03@hud.gov
Fax: Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN
Mail:
FHEO Region 4 Five Points Plaza 40 Marietta NW St.,
16th Floor Atlanta, GA 30303
Email: ComplaintsOffice04@hud.gov
Fax: Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI
Mail:
FHEO Region 5 Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202 Chicago, IL 60604
Email: ComplaintsOffice05@hud.gov
Fax: Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX
Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Email: ComplaintsOffice06@hud.gov
Fax: Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE
Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Email: ComplaintsOffice07@hud.gov
Fax: Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY
Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway Denver, CO 80202
Email: ComplaintsOffice08@hud.gov
Fax: Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV
Mail:
FHEO Region 9 One Sansome St. Suite
1200 San Francisco, CA 94104
Email: ComplaintsOffice09@hud.gov
Fax: Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA
Mail:
FHEO Region 10 Seattle Federal Office Building
900 First Avenue, Room 205 Seattle, WA 98104
Email: ComplaintsOffice10@hud.gov
Fax: Call (206) 220-5170 for assistance



Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529-0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.

