



TOPEKA HOUSING AUTHORITY
2010 SE CALIFORNIA
TOPEKA, KS 66607
(785) 357-8842 FAX (785) 357-2648

QUESTIONS AND ANSWERS FOR PROSPECTIVE SECTION 8 LANDLORDS

Q. How do I become a Section 8 Landlord?

A. Advertise your unit as accepting Section 8. Also, you may have your name and phone number listed on our Landlord Listing. This listing is given to Section 8 tenants when they are looking for a unit. We do not advise putting your name on this list if you have a small number of units because you may be overwhelmed with calls when a briefing (This is when we issued more vouchers) is conducted.

Q. How will I know that the prospective tenant has a Section 8 Housing Choice Voucher?

A. If a person viewing your unit is a Section 8 recipient, they will have a paper entitled "*Request for Tenancy Approval*" (sample in packet). If they desire to live in your unit and you select them for your unit, they will have you complete and return this form to them. They are responsible for returning the form to the Topeka Housing Authority.

Q. Do I have the right to screen prospective Section 8 tenants?

A. Yes, we strongly encourage landlords to screen tenants. We only certify that the tenant is income eligible for Section 8. You may use whatever screening methods you use for any other tenants; however, if you have a screening service who charges you, you may not charge the prospective tenant any more than what it costs you for the service.

Q. How are my rights as a landlord affected if I become a Section 8 landlord?

A. You have the same rights and responsibilities under Section 8 as you have as a landlord under Kansas state law.

Q. May I collect a security deposit? Who pays the security deposit?

A. You may collect a security deposit according to the limits set by Kansas State law. The tenant is responsible for paying the security deposit.

Q. Is the unit inspected?

A. The unit is scheduled for an inspection after we receive the "*Request for Tenancy Approval*" form. The inspection standard used in Housing Quality Standards (HQS).

This is, basically, a safe, sanitary, decent place to live. A booklet entitled "A Good Place to Live" is included in the packet. This booklet explains what is checked at an HQS inspection. Also, included in the packet is a sample of an annual inspection form.

Q. Can I have the unit pre-inspected?

A. No, we do not do pre-inspections.

Q. How often is the unit inspected?

A. The unit has to be inspected at least once a year. Other inspections may take place if the tenant complains that the landlord is not keeping something in repair.

Q. Is a lease required?

A. Yes, a lease is required. An initial one year lease term is required. The landlord is responsible for providing the lease. A copy of the lease is must be sent to THA. Another requirement is that the Lease Addendum (sample in packet) be attached to the lease. The lease is between you and the tenant. THA is not a party to the lease.

Q. What other documents are required?

A. The landlord is required to sign a Housing Assistance Payment (HAP) contract (sample in packet) with THA prior to any payments being made. The tenant is not a party to this agreement. THA will prepare this agreement and forward it to the landlord for signature.

Q. When do I get paid?

A. Once the landlord returns the HAP contract with a copy of the lease, THA will process and mail a check to the landlord. Following the initial payment, checks are mailed no later than the 2nd day of the month depending on how weekends and holidays fall.

Q. Who pays what?

A. THA makes a determination of the amount the tenant pays based on the tenant's income and the payment standard. This determination is made at least annually. This payment split is set out in the HAP contract. The landlord will receive a check from THA for the HAP portion. The landlord will collect the tenant share directly from the tenant.

Q. How much rent may I request for my unit?

A. The rental rate is determined by Rent Reasonableness. The landlord may initially request whatever they feel is reasonable for the unit being offered for rent. A determination will be made if that amount is reasonable by comparing the offered unit to

other similar units. The payment standards for the different bedroom sizes are included in this packet of information.

Q. When can the tenant move in?

A. The tenant may move in after the unit passes inspection; however, if the tenant is a current Section 8 tenant that is changing units, they are only allowed to move at the first of the month.

Q. What are utility allowances?

A. Utility allowances are determined from charts (samples in the packet) according to what the tenant is obligated to pay. The contract rent plus the utility allowance equals gross rent.

If you have additional questions after reviewing this packet of information, please call THA.

Items included in this packet:

"Request for Tenancy Approval"

"Housing Assistance Payments Contract (HAP Contract)"

"Tenancy Addendum"

"Lease Addendum for Drug-Free Housing"

"Protect Your Family From Lead In Your Home"

EPA/HUD Fact Sheet

"A Good Place to Live!"

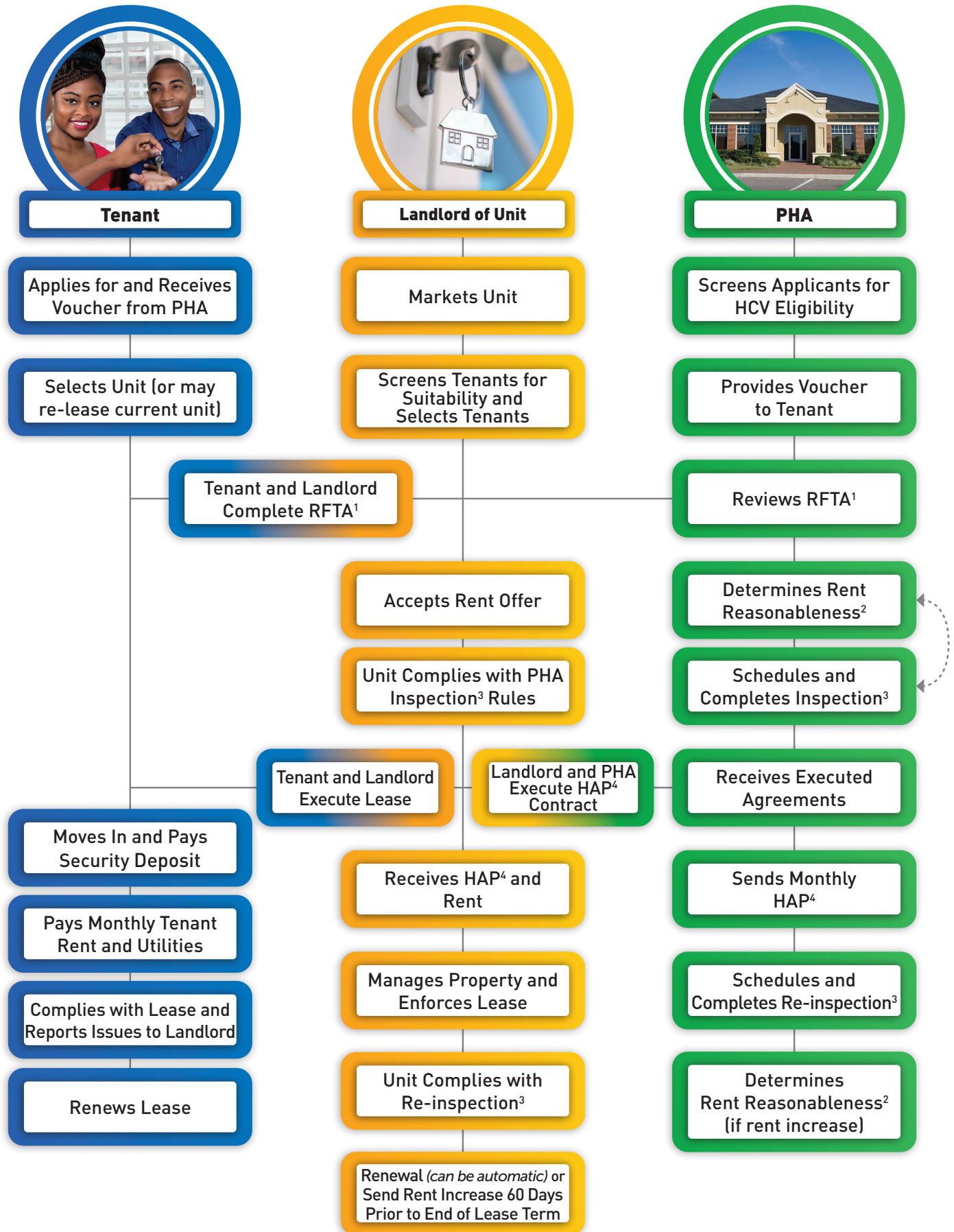
Information page from Housing & Credit Counseling

Payment Standards

Utility Allowances

Housing Choice Voucher Program

General Lease-Up Process for Landlords, Public Housing Authorities (PHAs) and Tenants



Endnotes

- ¹ Request for Tenancy Approval (RTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:
- The unit is eligible;
 - The unit has been inspected by the PHA and meets [Housing Quality Standards \(HQS\)](#);
 - The lease includes the tenancy addendum;
 - The rent charged by owner is reasonable; and
 - For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share ([24 CFR 982.508](#)).
- In addition, the PHA must not approve:
- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under [2 CFR part 2424](#).
 - If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
 - Other reasons as defined in [24 CFR 982.306](#).
- ² Rent Reasonableness: HUD regulation [24 CFR 982.507](#) requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.
- ³ Inspections: PHA must inspect the unit leased to a family prior to the initial of the lease, at least biennially during assisted occupancy (triennially for rural PHAs), and at other times as needed, to determine if the unit meets the HQS.
- Some, but not all, PHAs have additional flexibility to approve tenancy and begin paying HAP on a unit that fails to meet the HQS, provided the deficiencies are not life-threatening and/or to approve assisted tenancy of a unit before the PHA conducts the initial HQS inspection if the property has, in the previous 24 months, passed a qualifying alternative inspection. For more information on these provisions see [PIH Notice 2017-20](#).
- ⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.



THE TOPEKA HOUSING AUTHORITY

2010 SE California Ave. ■ Topeka, KS 66607
Phone: 785-357-8842 ■ Fax: 785-357-2648 ■ www.tha.gov

Important Inspection Guidelines for Electrical Outlets

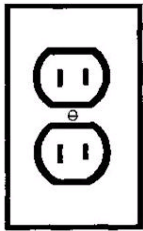
The Topeka Housing Authority is clarifying for owners the criteria for evaluating the proper operating condition of electrical outlets under HUD's Housing Quality Standards (HQS).

Basic Types of Electrical Outlets

There are two basic types of outlets: two-pronged and three-pronged outlets. Three-pronged outlets may also include Ground Fault Circuit Interrupter (GFCI) protection.

Proper Operating Conditions for Outlets under HQS

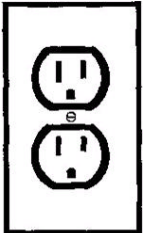
Two-Pronged Outlets



A two-pronged outlet is ungrounded and has a two-wire electrical system that includes only a hot and a neutral wire.

Original two-pronged ungrounded outlets are acceptable under HQS as long as they are in proper operating condition. For two-pronged outlets, the Housing Authority inspector will verify that the outlet is in proper operating condition by ensuring a plugged in appliance or agency-provided outlet tester works.

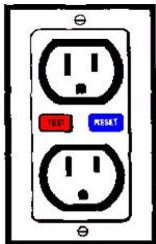
Three-Pronged Outlets



A three-pronged outlet typically has a three wire electrical system that includes a hot, neutral and a ground wire.

Three-pronged outlets, including upgraded outlets (those changed from two-pronged to three-pronged outlets), are acceptable under HQS as long as the outlet is grounded. For three-pronged outlets, the Housing Authority inspector will verify that the outlet is grounded by using an outlet tester.

Three-Pronged Outlets with GFCI (Ground Fault Circuit Interrupter)



An outlet with GFCI senses a difference in current flow between the hot and neutral terminals and in unsafe conditions, shuts off the flow of current to the outlet.

Installing a three-pronged outlet with GFCI is a cost-effective method to upgrade from two-pronged to three-pronged outlets without requiring the expensive installation of a new ground wire.

Three-pronged outlets with GFCI are acceptable under HQS as long as the outlet is grounded **or** has working GFCI protection. For three-pronged outlets with GFCI, the Housing Authority inspector will verify that the outlet is grounded by using an outlet tester. If the outlet is not grounded, the Inspector will trip the GFCI outlet by pressing the test button. If the power shuts off, the outlet is operating safely.

In addition to determining electrical outlets are operating properly, the outlets must be free from electrical hazards (i.e., no missing or loose cover plates, no exposed wires, etc.)

If you have any questions regarding the information in this flyer, please call (785) 357-8842.

Housing Choice Voucher Program

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

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)		
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					
<div> <div>Housing Type (check as appropriate)</div> <div> <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other </div> </div>					

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

Inspection Checklist						
Item No.		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 <input type="checkbox"/>	(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				<input type="checkbox"/> 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 <input type="checkbox"/>	(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				<input type="checkbox"/> 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 <input type="checkbox"/>	(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				<input type="checkbox"/> 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?					

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 ~~XXXXXXXXXX~~ [~~AA~~
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 ~~XXXXXXXXXX~~ [

E. Inspection Summary/Comments (Optional)

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

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy) Address of Inspected Unit	
Type of Inspection	Initial	Special	Reinspection
Item Number	Reason for "Fail" or "Pass with Comments"		Rating

Continued on additional page Yes No

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

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 0.5 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 establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. 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 Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. 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 Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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/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	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**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 pro-rated 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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. 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 HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

- 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.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

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.

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.

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.

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.

**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 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).

(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

- (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.

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.

VOUCHER ADDENDUM FOR DRUG AND VIOLENCE FREE HOUSING

In consideration of receiving this Housing Choice Voucher, the Tenant agrees as follows:

1. The Tenant and/or any member of the Tenant's household shall not engage in criminal activity including drug related and/or violent criminal activity.
2. The Tenant, member of the Tenant's household, guest, or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug related and/or violent criminal activity, in, on, or near the Tenant's dwelling.
3. The Tenant, member of the tenant's household, guest, or other person under the Tenant's control shall not permit the Tenant's dwelling unit or premises to be used for or to facilitate criminal activity, including drug related and/or violent criminal activity.
4. No guest, or other person under the Tenant's control shall engage in criminal activity including drug related and/or violent criminal activity in, on, or near the Tenant's dwelling.
5. The Tenant, member of the Tenant's household, guest, or other person under the tenant's control shall not engage in the manufacture, sale, or distribution of illegal drugs in, on, or near the Tenant's dwelling unit.
6. The Tenant, member of the Tenant's household, guest, or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of a firearm, in, on, or near the Tenant's dwelling.
7. Violation of the above provisions is a material violation of the Voucher, and good cause for termination of the Voucher and subsidy, if any. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material noncompliance with the conditions under which the Voucher is issued. It is understood and agreed that a single violation shall be good cause for termination of the Voucher and termination of Program participation. Unless otherwise provided by law, proof of violation or violations shall not require criminal conviction, but shall be made on the preponderance of available evidence.
8. In the case of conflict between the provisions of this Addendum and any other provisions of the Voucher, the provisions of this Addendum shall govern.
9. This Voucher Addendum is incorporated in the Voucher executed or renewed on this day between THA and the Tenant.

Tenant

Date

Tenant

Date

Topeka Housing Authority Employee

Date

TOPEKA HOUSING AUTHORITY

PAYMENT STANDARDS – 2024

0 bedroom = \$871.00

3 bedroom = \$1,477.00

1 bedroom = \$877.00

4 bedroom = \$1,646.00

2 bedroom = \$1,152.00

5 bedroom = \$1,892.00

Payment Standard – The maximum subsidy payment for a family. This includes the rent the landlord is asking plus the utilities the tenant has to pay for. Amount of utilities is determined by the Topeka Housing Authority's utility allowance schedule.

Gross Rent – The sum of the rent the landlord is asking plus the utilities the tenant has to pay for according to the Topeka Housing Authority's utility allowance schedule.

Utility Allowance – Amount determined by using correct Utility Allowance form. In the column that shows the bedroom size of the voucher, circle the items for which the tenant is responsible for paying.

When looking at a unit, ask the landlord the following questions:

1. How much is the rent?
2. Who pays for the utilities?
3. Are the utilities (heating, stove, water heater) gas or electric?
4. Who provides the stove and refrigerator?
5. Is it air conditioned?

With this information, you can complete the worksheets and determine if the unit you are looking at falls within the HUD guidelines.

How to Calculate Yearly Gross Income

Yearly Income \$ _____

[Any money coming into the home on a regular basis,
such as wages, child support, Social Security, SRS, etc.]

Yearly Deductions - \$ _____

[\$480.00 – per child under 18 years of age]
[\$525.00 – If head of household or spouse is elderly
(over 62 years of age) or disabled]

Yearly Adjusted Income = \$ _____

Divided by 12 = **Monthly Adjusted Income** (\$ _____)

Monthly Adjusted Income x 30% (.30) = **Total Tenant Payment (TTP)** (\$ _____)

PAYMENT STANDARDS

0 bedroom = \$871.00

3 bedroom = \$1,477.00

1 bedroom = \$877.00

4 bedroom = \$1,646.00

2 bedroom = \$1,152.00

5 bedroom = \$1,189.00

Payment Standard – The maximum subsidy payment for a family. This includes utility allowance plus rent.

Gross Rent – The sum of the rent to owner plus any utility allowance.

Utility Allowance – Amount determined by using correct Utility Allowance form. In the column that shows the bedroom size of the voucher, circle the items for which the tenant is responsible for paying.

When looking at a unit, ask the landlord the following questions:

1. How much is the rent?
2. Who pays for the utilities?
3. Are the utilities (Heating, stove, water heater) gas or electric?
4. Who provides the stove and refrigerator?
5. Is the air conditioning central or window unit?

With this information, you can complete the worksheets and determine if the unit you are looking at falls within the HUD guidelines.

Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount		Unit Type				Date (mm/dd/yyyy)	
Topeka		None		Single Family House				12/5/2022	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	Natural Gas	35	41	48	54	60	67	55	62
	Bottled Gas	74	87	101	114	128	142	134	136
	Electric Resistance	42	47	54	60	66	72	59	60
	Electric Heat Pump	15	17	21	25	28	31	31	32
	Fuel Oil	0	0	0	0	0	0	0	0
Cooking	Natural Gas	3	4	5	7	9	10	10	11
	Bottled Gas	7	8	11	15	18	22	22	22
	Electric	3	4	5	7	9	10	11	11
	Other	0	0	0	0	0	0	0	0
Other Electric		3	6	14	23	31	39	39	40
Air Conditioning		3	4	9	15	21	27	27	27
Water Heating	Natural Gas	9	11	16	21	26	30	31	31
	Bottled Gas	20	23	33	44	54	64	65	66
	Electric	10	12	15	18	22	27	27	27
	Fuel Oil	0	0	0	0	0	0	0	0
Water		32	32	48	63	78	94	95	96
Sewer		30	30	43	56	69	82	83	84
Trash Collection		19	19	19	19	19	19	19	19
Range/Microwave*		11	11	11	11	11	11	11	11
Refrigerator*		13	13	13	13	13	13	13	13
Other -	Monthly Gas Fee	18	18	18	18	18	18	18	18
	Monthly Bottled Gas Fee	11	11	11	11	11	11	11	11
	Monthly Electric Fee	15	15	15	15	15	15	15	15

* These are allowances for tenants to lease or purchase their own appliances if the relevant appliance is not included in the unit. The electricity allowance associated with these appliances is included in the "Other Electric" and "Cooking" options.

Actual Family Allowances To be used by the family to compute allowance.

Unit Size:

Utility or Service	Fuel Source	Monthly Allowance	
Space Heating			Name of Family: *
Cooking			
Other Electric			
Air Conditioning			
Water Heating			Unit Address: * *
Water			
Sewer			
Trash Collection			
Range/Microwave			Number of Bedrooms: *
Refrigerator			
Other			
Total		\$0	

Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount		Unit Type				Date (mm/dd/yyyy)	
Topeka		None		Manufactured Homes				12/5/2022	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	Natural Gas	30	35	40	46	51	57	44	50
	Bottled Gas	63	74	86	97	109	120	112	114
	Electric Resistance	43	49	51	53	54	56	41	42
	Electric Heat Pump	12	15	18	21	24	26	27	27
	Fuel Oil	0	0	0	0	0	0	0	0
Cooking	Natural Gas	3	4	5	7	9	10	10	11
	Bottled Gas	7	8	11	15	18	22	22	22
	Electric	3	4	5	7	9	10	11	11
	Other	0	0	0	0	0	0	0	0
Other Electric		3	6	14	23	31	39	39	40
Air Conditioning		4	5	9	13	17	21	21	21
Water Heating	Natural Gas	9	11	16	21	26	30	31	31
	Bottled Gas	20	23	33	44	54	64	65	66
	Electric	10	12	15	18	22	27	27	27
	Fuel Oil	0	0	0	0	0	0	0	0
Water		32	32	48	63	78	94	95	96
Sewer		30	30	43	56	69	82	83	84
Trash Collection		19	19	19	19	19	19	19	19
Range/Microwave*		11	11	11	11	11	11	11	11
Refrigerator*		13	13	13	13	13	13	13	13
Other -	Monthly Gas Fee	18	18	18	18	18	18	18	18
	Monthly Bottled Gas Fee	11	11	11	11	11	11	11	11
	Monthly Electric Fee	15	15	15	15	15	15	15	15

* These are allowances for tenants to lease or purchase their own appliances if the relevant appliance is not included in the unit. The electricity allowance associated with these appliances is included in the "Other Electric" and "Cooking" options.

Actual Family Allowances To be used by the family to compute allowance.

Unit Size:

Utility or Service	Fuel Source	Monthly Allowance	
Space Heating			Name of Family: *
Cooking			
Other Electric			
Air Conditioning			
Water Heating			Unit Address: * *
Water			
Sewer			
Trash Collection			
Range/Microwave			Number of Bedrooms: *
Refrigerator			
Other			
Total		\$0	

Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount		Unit Type			Date (mm/dd/yyyy)		
Topeka		None		Lowrise Apartment (2 - 4 units)			12/5/2022		
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	Natural Gas	41	49	52	56	59	63	48	52
	Bottled Gas	88	103	111	118	126	133	124	125
	Electric Resistance	31	35	41	48	55	62	48	49
	Electric Heat Pump	13	16	19	22	25	28	28	29
	Fuel Oil	0	0	0	0	0	0	0	0
Cooking	Natural Gas	3	4	5	7	9	10	10	11
	Bottled Gas	7	8	11	15	18	22	22	22
	Electric	3	4	5	7	9	10	11	11
	Other	0	0	0	0	0	0	0	0
Other Electric		0	3	9	16	23	30	30	31
Air Conditioning		5	6	8	11	14	16	16	16
Water Heating	Natural Gas	9	11	16	21	26	30	31	31
	Bottled Gas	20	23	33	44	54	64	65	66
	Electric	10	12	15	18	22	26	26	27
	Fuel Oil	0	0	0	0	0	0	0	0
Water		32	32	48	63	78	94	95	96
Sewer		30	30	43	56	69	82	83	84
Trash Collection		19	19	19	19	19	19	19	19
Range/Microwave*		11	11	11	11	11	11	11	11
Refrigerator*		13	13	13	13	13	13	13	13
Other -	Monthly Gas Fee	18	18	18	18	18	18	18	18
	Monthly Bottled Gas Fee	11	11	11	11	11	11	11	11
	Monthly Electric Fee	15	15	15	15	15	15	15	15

* These are allowances for tenants to lease or purchase their own appliances if the relevant appliance is not included in the unit. The electricity allowance associated with these appliances is included in the "Other Electric" and "Cooking" options.

Actual Family Allowances To be used by the family to compute allowance.

Unit Size:

Utility or Service	Fuel Source	Monthly Allowance	
Space Heating			Name of Family: *
Cooking			
Other Electric			
Air Conditioning			
Water Heating			Unit Address: * *
Water			
Sewer			
Trash Collection			
Range/Microwave			Number of Bedrooms: *
Refrigerator			
Other			
Total		\$0	

Allowances for Tenant-Furnished Utilities and Other Services

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

Locality		Green Discount		Unit Type				Date (mm/dd/yyyy)	
Topeka		None		Larger Apartment Bldgs. (5+ units)				12/5/2022	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	Natural Gas	24	29	33	38	42	47	33	38
	Bottled Gas	52	61	70	80	90	99	90	92
	Electric Resistance	26	28	33	38	44	50	36	37
	Electric Heat Pump	10	12	14	16	19	21	22	22
	Fuel Oil	0	0	0	0	0	0	0	0
Cooking	Natural Gas	3	4	5	7	9	10	10	11
	Bottled Gas	7	8	11	15	18	22	22	22
	Electric	3	4	5	7	9	10	11	11
	Other	0	0	0	0	0	0	0	0
Other Electric		0	0	5	11	16	22	22	23
Air Conditioning		4	5	7	9	12	14	14	14
Water Heating	Natural Gas	7	9	13	17	20	24	25	25
	Bottled Gas	16	19	27	35	43	52	52	53
	Electric	8	9	12	15	17	20	20	20
	Fuel Oil	0	0	0	0	0	0	0	0
Water		32	32	48	63	78	94	95	96
Sewer		30	30	43	56	69	82	83	84
Trash Collection		19	19	19	19	19	19	19	19
Range/Microwave*		11	11	11	11	11	11	11	11
Refrigerator*		13	13	13	13	13	13	13	13
Other -	Monthly Gas Fee	18	18	18	18	18	18	18	18
	Monthly Bottled Gas Fee	11	11	11	11	11	11	11	11
	Monthly Electric Fee	15	15	15	15	15	15	15	15

* These are allowances for tenants to lease or purchase their own appliances if the relevant appliance is not included in the unit. The electricity allowance associated with these appliances is included in the "Other Electric" and "Cooking" options.

Actual Family Allowances To be used by the family to compute allowance.

Unit Size:

Utility or Service	Fuel Source	Monthly Allowance	
Space Heating			Name of Family: *
Cooking			
Other Electric			
Air Conditioning			
Water Heating			Unit Address: * *
Water			
Sewer			
Trash Collection			
Range/Microwave			Number of Bedrooms: *
Refrigerator			
Other			
Total		\$0	

Section 8 Voucher Program

How Much Will I Pay for Rent?

A. Rent to Owner:	A. _____
B. Utility Allowance (Use appropriate utility allowance chart)	B. + _____
C. Gross Rent (Line A plus Line B)	C. = _____
D. Payment Standard (See Payment Standard Chart)	D. _____
E. Enter Lesser of (Line C or Line D)	E. _____
F. Total Tenant Payment (TTP)	F. - _____
G. Housing Authority's portion of rent (Line E minus Line F)	G. = _____
H. Rent to Owner (Line A)	H. _____
I. Housing Authority's portion of rent (Line G)	I. - _____
J. (Line H) minus (Line I) = YOUR SHARE OF RENT	J. = _____

Is the rent for this unit within the guidelines?

K. Your share of rent (Line J) (If Line J was a negative amount enter the negative amount)	K. _____
L. Utility Allowance (Line B)	L. + _____
M. Total Family Share (Line K plus Line L)	M. = _____
N. Monthly Adjusted Income x .40	N. _____

Is Line N more than Line M? Yes X No

If yes, congratulations, the rent for this unit is within guidelines.

If no, sorry, the rent for this unit is too high for the rental assistance

How to Calculate Your Total Tenant Payment (TTP) Through the Housing Choice Voucher Program

Example 1:

A young parent is working full time and taking care of two children. Her rate of pay is \$8.00 per hour and she works 40 hours per week. Below is how you calculate her TTP.

$\$8.00 \times 40 \text{ hours} \times 52 \text{ weeks} = \$16,640.00$	Yearly gross income
$2 \text{ children} \times \$480.00 = \$960.00$	Yearly deductions
$\$16,640.00 - \$960.00 = \$15,680.00$	Yearly adjusted income
$\$15,680.00 / 12 \text{ months} = \$1,307.00$	Monthly adjusted income
$\$1,307 \times 30\% (.30) = \392.00	Total Tenant Payment (TTP)

Now that we have figured the client's TTP, let's determine the tenant's rent requirements based on the following information:

Rent to Owner	\$625.00
Payment Standard	\$1,477.00 (client is eligible for three bedroom)
Utility Allowance	\$291.00 (calculated on Utility Allowance form)

See Worksheet A to determine amount of rent tenant will pay.

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development Office of Public and Indian Housing							
Locality Topeka		Green Discount None		Unit Type Single Family House				Date (mm/dd/yyyy) 12/5/2022	
Utility or Service		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	Natural Gas	35	41	48	54	60	67	55	62
	Bottled Gas	74	87	101	114	128	142	134	136
	Electric Resistance	42	47	54	60	66	72	59	60
	Electric Heat Pump	15	17	21	25	28	31	31	32
	Fuel Oil	0	0	0	0	0	0	0	0
Cooking	Natural Gas	3	4	5	7	9	10	10	11
	Bottled Gas	7	8	11	15	18	22	22	22
	Electric	3	4	5	7	9	10	11	11
	Other	0	0	0	0	0	0	0	0
Other Electric		3	6	14	23	31	39	39	40
Air Conditioning		3	4	9	15	21	27	27	27
Water Heating	Natural Gas	9	11	16	21	26	30	31	31
	Bottled Gas	20	23	33	44	54	64	65	66
	Electric	10	12	15	18	22	27	27	27
	Fuel Oil	0	0	0	0	0	0	0	0
Water		32	32	48	63	78	94	95	96
Sewer		30	30	43	56	69	82	83	84
Trash Collection		19	19	19	19	19	19	19	19
Range/Microwave*		11	11	11	11	11	11	11	11
Refrigerator*		13	13	13	13	13	13	13	13
Monthly Gas Fee		18	18	18	18	18	18	18	18
Monthly Electric Fee		15	15	15	15	15	15	15	15
Monthly Bottle Gas Fee		9	9	9	9	9	9	9	9

* These are allowances for tenants to lease or purchase their own appliances if the relevant appliance is not included in the unit. The electricity allowance associated with these appliances is included in the "Other Electric" and "Cooking" options.

Actual Family Allowances To be used by the family to compute allowance.

Unit Size:

Utility or Service Source	Fuel	Monthly Allowance	
Space Heating		54	Name of Family: *
Cooking		7	
Other Electric		23	
Air Conditioning		15	
Water Heating		21	Unit Address: *
Water		63	
Sewer		56	
Trash Collection		19	
Range/Microwav			Number of Bedrooms: *
Refrigerator			
Other		18	
		15	
Total		\$291	

WORKSHEET A

How Much Will I Pay for Rent?

A. Rent to Owner:	A. 625.00
B. Utility Allowance (Use appropriate utility allowance chart)	B. + <u>291.00</u>
C. Gross Rent (Line A plus Line B)	C. = <u>916.00</u>
D. Payment Standard (See Payment Standard Chart)	D. <u>1,477.00</u>
E. Enter Lesser of (Line C or Line D)	E. 916.00
F. Total Tenant Payment (TTP)	F. - <u>392.00</u>
G. Housing Authority's portion of rent (Line E minus Line F)	G. = <u>524.00</u>
H. Rent to Owner (Line A)	H. 625.00
I. Housing Authority's portion of rent (Line G)	I. - <u>524.00</u>
J. (Line H) minus (Line I) = YOUR SHARE OF RENT	J. = <u>101.00</u>

Is the rent for this unit within the guidelines?

K. Your share of rent (Line J) (If Line J was a negative amount enter the negative amount)	K. 101.00
L. Utility Allowance (Line B)	L. + <u>291.00</u>
M. Total Family Share (Line K plus Line L)	M. = <u>392.00</u>
N. Monthly Adjusted Income x .40	N. <u>523.00</u>

Is Line N more than Line M? X Yes No 131.00

If yes, congratulations, the rent for this unit is within guidelines.

If no, sorry, the rent for this unit is too high for the rental assistance



FACT SHEET

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

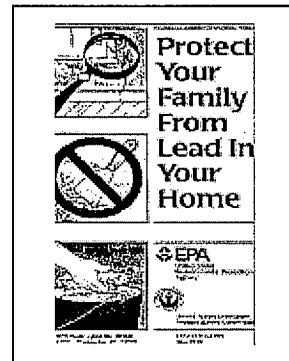
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm

WWW: <http://www.epa.gov/opptintr/lead/index.html>
<http://www.hud.gov>

Dial up: (919) 558-0335

FTP: <ftp.epa.gov> (To login, type "anonymous." Your password is your Internet E-mail address.)



Lead-Based Paint Document Checklist: TBRA

About this Tool

The following checklist provides grantees, owners, local public and private agencies with an overview of documents that are commonly used to verify compliance with HUD's Lead Safe Housing Rule (LSHR) when providing Tenant-based Rental Assistance (TBRA) with special provisions for units occupied by households with members under the age of six (6).

Document	√
A. For ALL units (regardless of age of occupants), disclosure and review for exemptions:	
1. Copy of Disclosure Form with Acknowledgement of receipt of pamphlet " Protect Your Family from Lead in Your Home "	<input type="checkbox"/>
2. Documentation of quarterly correspondence with Public Health Department sharing addresses of units receiving assistance and asking if they have identified EBLR residents under 6 at those addresses. Note: This is the responsibility of the administering entity for the TBRA program.	<input type="checkbox"/>
3. If property qualifies for an exemption, acceptable documentation is required (see table below)	<input type="checkbox"/>
If property qualifies for exemption, STOP HERE. No further records are required.	
B. For any unit that is not exempted:	
1. Documentation of any child under the age of 6 who will reside or resides in the household and log showing unit and date of birth <i>NOTE: All records noted below are required for all units occupied or expected to be occupied by children under 6 years old.</i>	<input type="checkbox"/>
2. Initial Visual Assessment Findings and Resolution Record prior to move-in and entry in Visual Assessment Tracking Log	<input type="checkbox"/>
C. For any unit that requires Paint Stabilization	
1. Documents pertaining to disturbance of paint and Lead Hazard Reduction:	
a. Copy Pre-renovation Form with acknowledgment of receipt of EPA pamphlet " Renovate Right "	<input type="checkbox"/>
b. Documentation of the paint stabilization work performed on property such as a scope of work or work write up	<input type="checkbox"/>
c. Documentation that the work was performed by a trained and certified (EPA or State) Renovator using safe work practices	<input type="checkbox"/>

Document	√
d. Documentation that the work incorporated occupant protection and, if warranted, temporary relocation (if occupied)	<input type="checkbox"/>
e. Documentation indicating relocation is not required (<i>Temporary Relocation not required if work meets one of the conditions in the table below.</i>)	<input type="checkbox"/>
2. Third party Clearance Report	<input type="checkbox"/>
D. For any unit that houses a TBRA-assisted household for more than one year:	
1. Documents pertaining to Ongoing Maintenance:	
a. Records that show an annual visual assessment, such as a unit inspection report. See toolkit forms: Visual Assessment Findings and Resolution Record	<input type="checkbox"/>
b. Records that show deteriorated paint was repaired and notices provided per "Section C," above using safe work practices and occupant protection, and including a Notice of Evaluation and Clearance report as relevant	<input type="checkbox"/>
c. Clearance report	<input type="checkbox"/>
d. Notice of Lead Hazard Reduction	<input type="checkbox"/>
e. Notice by the owner to the tenant asking occupants to report deteriorated paint	<input type="checkbox"/>
E. For any unit found to have a child with an Elevated Blood Lead Level (EBLL):	
1. Documents pertaining to EBLL requirements:	
a. Documentation demonstrating verification of the EBLL (from health department or physician) and notification to HUD within 5 days	<input type="checkbox"/>
b. Environmental Investigation and Risk Assessment Report within 15 days of a.	<input type="checkbox"/>
c. Work Write-up of lead hazard reduction work (interim control or hazard abatement)	<input type="checkbox"/>
d. Evidence that contractor is an EPA or State certified Renovator Firm and all workers are trained and certified renovators OR abatement workers if hazard abatement is conducted	<input type="checkbox"/>
e. Lead hazard control work is completed 30 days from the EI/Risk Assessment Report	<input type="checkbox"/>
f. Clearance Report immediately following lead hazard control work	<input type="checkbox"/>
g. Notice of hazard evaluation and reduction to all building residents	<input type="checkbox"/>
h. Copies of emails or letters notifying HUD within 10 days of the deadlines for b - g above	<input type="checkbox"/>
i. Evidence of risk assessment and hazard control and clearance in all other child-occupied, assisted units and common areas	<input type="checkbox"/>
j. Documentation showing quarterly data sharing (TBRA assisted unit addresses with children <6) with the state or local health department (match addresses with EBLL database)	<input type="checkbox"/>

Document	√
<p>2. Documents (or link to such) pertaining to “Other Covered Units” where hazards are found in the Index Unit and there are other assisted units with children under 6 in the property</p> <ul style="list-style-type: none"> a. Log of “Covered” Units for the property b. Notice to tenants prior to Risk Assessments c. All relevant documents per Section C. above, for each unit 	<div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div>

Suggested Documentation to Support Exemptions to the Lead-Safe Housing Rule

Use the [LSHR Screening on Exemption or Limited Exemption](#) to help determine whether an exemption applies. Use the chart below to determine what supporting documentation should be obtained and kept in the file.

Property Exemptions [24 CFR 35.115]	Supporting Documentation¹
Residential structures built after January 1, 1978.	Program documents demonstrating that structure was built after January 1, 1978, such as tax records or an appraisal.
Areas where state and local governments banned lead-based paint prior to January 1, 1978.	Official documents from the jurisdiction specifying the ban, including citation of relevant legislation AND official HUD waiver of Subparts B, C, D, F – M, and R.
Emergency action activities. Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage due to natural disaster, fire, or structural collapse. This exemption applies only to repairs necessary to respond to the emergency.	Program documents, such as an inspection report that documents the condition of the property and the nature of the emergency that caused the damage.
Properties found not to have lead-based paint by a LBP Inspection per the most current HUD Guidelines.	Full Lead-Based Paint Inspection Report
Properties where all lead-based paint has been identified, removed, and clearance (does not apply to enclosure or encapsulation abatement methods).	LBP Inspection, Risk Assessment Reports, abatement scope of work, clearance report indicating no lead-based paint in the property.
Zero-bedroom dwelling units like dormitories, single-room occupancy properties, and efficiencies.	Program or property documents, including photos, that classify units as studio or SRO.
Elderly and disabled housing. This housing is reserved exclusively for the elderly or persons with disabilities. However, this exemption explicitly does not apply if a child of less than 6 years of age resides or is expected to reside in the unit.	Program documents that classify housing as being reserved exclusively for the elderly or persons with disabilities and demonstrate no children are permitted or actually live in (any of) the unit(s).
Rehabilitation that does not disturb paint.	Program documents, such as a work write-up, showing that no paint will be disturbed, including before/after photos.
Unoccupied units that will be demolished.	Program documents that indicate the unit is unoccupied until demolition.
Property not used for human residential habitation.	Program documents that indicate the property's purpose and showing that it is not meant for human habitation.

¹ Acceptable program documentation is not specified by the LSHR, but responsible entities are encouraged to use official and verifiable documents to support a property's exempt status)

Suggested Documentation for Demonstrating that Relocation is NOT Required

Use the [LSHR Guidance on Relocation](#), in conjunction with the supporting documentation listed, to help document situations in which relocation is not necessary.

Circumstances When Occupant Relocation Is Not Required [24 CFR 35.1345]	Supporting Documentation²
Treatment will not disturb lead-based paint, dust lead hazards, or soil lead hazards.	Program documents, such as a work write-up, risk assessment, or inspection report, and photos
Treatment of the interior will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.	Program documents, such as a work write-up, bid specifications, contractor bid documents, photos
Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is provided.	Program documents, such as a work write-up, bid specifications, contractor bid documents, photos
Treatment of the interior will be completed within five calendar days; the work area is contained; at the end of each day, the area within 10 feet of the containment area is cleared of debris and thoroughly cleaned; at the end of each work day, occupants have safe access to sleeping areas, bathroom, and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.	Program documents, such as a work write-up, bid specifications, contractor bid documents, photos
HUD has advised that the relocation of elderly occupants is not typically required, so long as complete disclosure of the nature of the work is provided and informed consent of the elderly occupant(s) is obtained before commencement of the work. (See Item J24 in "Interpretive Guidance—The HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally Owned Housing Being Sold," 6/21/04 edition.)	Signed informed consent from the elderly occupants

² Acceptable program documentation is not specified by the LSHR, but responsible entities are encouraged to use official and verifiable documents to support the claim that relocation is not required.



Lead Safe Housing Rule Toolkit



Tenant-Based Rental Assistance (TBRA) Requirements and Responsible Party

LSHR TBRA Owners Requirements	Owner	PJ/City
Landlords sign the Lead Based Paint Disclosure Form for target housing when a request for Lease Approval is submitted for a unit regardless of age of tenants at occupancy.	X	
Protect Your Family From Lead Information Pamphlet is provided and explained to tenants at their briefing by the Housing Office		X
Perform a visual assessment of painted surfaces on all exterior, interior, and common areas of pre-1978 units <i>in which children under the age of 6 will be or are living</i> . The PJ/City presumes all of the defective painted surfaces contain lead-based paint. Surfaces subject to assessment include the interior and exterior surfaces of the unit, common areas connecting to the unit or used by one or more children under age six including on-site play areas and childcare facilities.		X
At their own expense, landlords have the option to test the deteriorated paint to confirm the presence or absence of lead-based paint. If the test results show no lead-based paint is present, a certified renovator using lead safe work practices and third party clearance is not required..	X	
Before the tenant moves in or before an annual contract is renewed, all defective surfaces must be corrected by trained, certified (RRP) Renovators or workers supervised by a certified Lead-Based Paint Abatement Supervisor. All work must be done using lead-safe work practices.	X	
After the work is complete, a third-party Lead-Based Paint Risk Assessor, Inspector or Clearance Technician performs clearance on the unit. Clearance includes a visual assessment of the completed work and dust-wipe sampling. The results are provided in a Clearance Report. If the owner does not complete hazard reduction and pass clearance, it is in violation of the Housing Quality Standards (HQS).	X	
Lead-Based Paint Risk Assessor, Inspector or Clearance Technician	X	
The City/PJ may negotiate on who pays for first and/or subsequent clearance examinations; however, the Rule identifies the owner as the responsible party.	X	X
Landlords must notify tenants of the hazard reduction work and clearance test results.		X
The Housing Assistance Payment or similar leasing/rental contracts will not be effective until a unit passes HQS inspection, which will now include the lead-based paint clearance test, and leases are executed by both landlord and tenant.	X	X
Response to a child with an elevated blood lead level (EBLL)	Owner	PHA/Grantee
Initial notification of confirmed case to HUD	X	*
Verification, when necessary	*	X
Initial notification of confirmed case to public health dept.	X	*
Environmental investigation		X
Lead hazard control	X	
Risk assessment on other covered units	X	
Lead hazard control on other covered units	X	
Clearance after work completed	X	
Notification to residents	X	
Ongoing maintenance	X	
Monitoring of owner compliance with LSHR and HQS		X

* The PJ/City/PHA may wish to collaborate with the owner on implementing this process, as described above.



Lead Safe Housing Rule Toolkit



Tenant-Based Rental Assistance (TBRA) Requirements and Responsible Party

LSHR TBRA Owners Requirements	Owner	PJ/City
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Before the tenant moves in or before an annual contract is renewed, all defective surfaces must be corrected by trained, certified (RRP) Renovators or workers supervised by a certified Lead-Based Paint Abatement Supervisor. All work must be done using lead-safe work practices.		
After the work is complete, a third-party Lead-Based Paint Risk Assessor, Inspector or Clearance Technician performs clearance on the unit. Clearance includes a visual assessment of the completed work and dust-wipe sampling. The results are provided in a Clearance Report. If the owner does not complete hazard reduction and pass clearance, it is in violation of the Housing Quality Standards (HQS).		
Lead-Based Paint Risk Assessor, Inspector or Clearance Technician		
The City/PJ may negotiate on who pays for first and/or subsequent clearance examinations; however, the Rule identifies the owner as the responsible party.		
Landlords must notify tenants of the hazard reduction work and clearance test results.		
The Housing Assistance Payment or similar leasing/rental contracts will not be effective until a unit passes HQS inspection, which will now include the lead-based paint clearance test, and leases are executed by both landlord and tenant.		
Response to a child with an elevated blood lead level (EBLL)	Owner	PHA/Grantee
Initial notification of confirmed case to HUD		
Verification, when necessary		
Initial notification of confirmed case to public health dept.		
Environmental investigation		
Lead hazard control		
Risk assessment on other covered units		
Lead hazard control on other covered units		
Clearance after work completed		
Notification to residents		
Ongoing maintenance		
Monitoring of owner compliance with LSHR and HQS		

* The PJ/City/PHA may wish to collaborate with the owner on implementing this process, as described above.