

GARFIELD COUNTY HOUSING AUTHORITY

1430 RAILROAD AVENUE, UNIT F

RIFLE, CO 81650

(970) 625-3589 or (888) 627-3589

Fax (970) 625-0859 * TTY (800) 659-2656

www.garfieldhousing.com

Request for Tenancy Approval Packet for Landlord

Please complete and return the following forms to the Garfield County Housing Authority. These must be completed every time you assist a new family.

- ✓ Landlord Guide to Housing Voucher program.
- ✓ Request For Tenancy Forms, signed by you and the tenant.
(Please provide a copy of a completed unsigned lease)
- ✓ Disclosure of Lead-based Paint, signed by you and the tenant.
- ✓ Request for Taxpayer Information (W-9)
- ✓ Authorization for Automatic Deposits, GCHA requires rent payments to be made by direct deposit. (You must provide a copy of a voided check or letter of verification from your financial institution)
- ✓ Acknowledgement of Landlord Responsibilities per Housing Assistance Contract (please retain a copy for your records)

No action can be taken until the Request for Tenancy Packet and signed lease are received by the Housing Authority.

Additional Information:

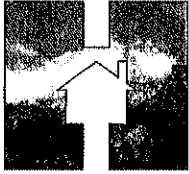
- ✓ Part C of HAP Contract: Tenancy Addendum (this document must be attached to your lease)
- ✓ Information concerning the right of victims of domestic violence VAWA
- ✓ Colorado House Bill 20-1332 Guidance for Landlords concerning denial of HUD participants
- ✓ Go Section 8, free resources for landlords.

Additional information is available on our website: www.garfieldhousing.com
Under Housing Voucher program, Landlord Information.



Warning: Section 1001 of Title 18 of the United States Code, states that a person who knowingly and willingly makes false or fraudulent statements to any department or agency of the United States is guilty of a felony. This institution is an equal opportunity provider and employer.





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Landlord Guide to Housing Choice Voucher Program

This guide is designed to provide property owners and managers with information about participation in the Housing Choice Voucher Program.

Overview

The Housing Choice Voucher Program is designed to help low to moderate income families rent housing that is in a decent safe and sanitary condition. The Program provides for direct monthly payments to the property owner on behalf of the qualified family to cover a portion of the rent.

Herein, the owner and manager will be referred to as "Landlord" and the Garfield County Housing Authority will be referred to as "HA". The landlord will sign a Housing Assistance Payment (HAP) Contract with the HA, in addition to a lease agreement with the tenant. The family may stay where they are now living or move elsewhere in Garfield County, as long as the housing they choose meets certain rental and housing quality requirements of the program.

The family's contribution will be based on household income and family size. Families will pay approximately 30% of their monthly adjusted gross income.

How the Program Works

A family applies to the HA to participate in the program. "Family" also includes elderly, disabled or handicapped persons who live alone, pregnant women, and single individuals. They are placed on a waiting list, and when there are openings, they are notified to set up an interview. The family will attend an interview to determine eligibility, and to discuss the program, the tenant's rights and responsibilities as a renter.

Upon the family's eligibility, they may find a unit to lease and discuss the program with the landlord, submit the Request for Tenancy Approval, W-9, and Disclosure of Lead-Based Paint, to the landlord to complete and return to the HA. The HA determines the approval of the unit, schedules and conducts the inspection. After the unit has passed the inspection, the HA will inform the landlord, and the documents will be executed. Assistance will begin on the effective date stated on the lease and HAP Contract.

Tenant Selection and Screening

THE HA, BY PROVIDING HOUSING ASSISTANCE IN NO WAY WARRANTS A FAMILY'S SUITABILITY AS A TENANT. As in the private market, it is the responsibility of the landlord to screen and approve a prospective tenant.

Security Deposits

Landlords may collect a security deposit that is not in excess of amounts collected for unassisted units. The HA is not able to help tenants with this.

Inspection for Housing Quality Standards (HQS)

All assisted units will be inspected prior to occupancy and at annual intervals to determine that they meet safe, decent and sanitary conditions as established by HUD. The following is a partial list of HQS requirement:

Living Room:	An operable window, two electrical outlets, or one outlet and one permanent light fixture.
Kitchen:	Hot and cold running water, stove and refrigerator in operating condition, adequate food preparation and storage space, two electrical outlets, or one outlet and a permanent light fixture.
Bathrooms:	Window or operating vent, toilet, wash basin and tub or shower, hot and cold running water.
Bedrooms:	Operable window, two electrical outlets, or one outlet and one permanent light fixture.
Heating/Plumbing:	Proper ventilation for heating and cooling pressure relief valve and discharge line on water heater, adequate plumbing and sewer connections.

General:

All exterior doors and windows must lock and be free from breaks, stairs and halls free from hazards, no peeling cracking lead based paint, and no infestation. Must have working smoke detectors for each floor.

Lease Agreement and HAP Contract

The initial term of the lease must be for at least one (1) year. The HAP Contract is a legal agreement between the landlord and HA. It outlines the landlord's rights and responsibilities as a participant in the Housing Choice Voucher Program. The initial term of the HAP Contract is for the same term as the lease.

Landlords or tenants who wish to terminate tenancy prior to lease expiration may do so by mutual consent and by following procedures in accordance with Colorado law.

Tenant-Landlord Disputes

Despite the best of intentions, at times problems arise between landlords and tenants. As a landlord you are entirely responsible for the management of your property. The HA can be of help only if we are kept informed. If a tenant violates the lease, the landlord should follow the same procedures as with other residents. Landlord who wish to evict should inform the HA and follow the eviction process as outlined in the HAP Contract, and then proceed with eviction in accordance with Colorado Law.

Maintenance of Unit & Collection of Tenant's Share of Rent

As property manager, the landlord is responsible to make regular inspections of rental units to insure the upkeep and maintenance of the premises. The HA will not be responsible for the cost of damages, or unpaid rent.

The Tenant is solely responsible for payment of the tenant portion of rent. The HA will not assume the obligation for the tenant's portion of the rent.

Final Paperwork

The following paperwork will be mailed to you, and **needs to be returned with a copy of the lease.** All paperwork must be executed prior to payment.

1. Housing Assistance Payment Contract-A
2. Housing Assistance Payment Contract-B

Housing Assistance Payments

After the HAP Contract and lease are signed, the HA makes the initial HAP payment and continues to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the housing unit qualified under the program.

The HA will send the landlord and tenant a letter to verify the amount we will pay the landlord and the amount the tenant will pay monthly. If there are any changes, the landlord will continue to be updated by a letter

Landlord Responsibilities

1. Screen and select tenants according to owner's preferences.
GCHA **DOES NOT** screen tenants.
2. Normal landlord functions during the lease term, including maintenance, rent collection
3. Comply with the Equal Opportunity Requirements & Fair Housing Laws.
4. Collect amounts due from tenants, under the lease (rent, security deposits, and other tenant charges, etc).
5. Enforce the lease.
6. Pay for owner supplied utilities and services.
7. Maintain the units to Housing Quality Standards. If the owner fails to do so the HA may terminate, suspend, hold or reduce the rental assistance payments which cannot be collected from your tenant up to and including termination of the HAP Contract.
8. Comply with the HAP Contract.
9. Promptly provide copies of all notices given to your tenant including eviction, compliance, and rent changes, etc. to GCHA.

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

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

11. Utilities and Appliances

The owner shall provide or pay for the utilities/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	<i>Lights/Outlets</i>	
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		Provided by
Range/Microwave		

12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>

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

- c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 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. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. 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 required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

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; 31 U.S.C. §3729, 3802).

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

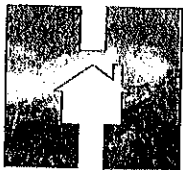
Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



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LANDLORD OBLIGATIONS
PER HOUSING ASSISTANCE CONTRACT

The following highlights some of the obligations contained in the Housing Assistance Payment (HAP) Contract. As the owner/property manager/landlord, I will comply with all the provisions within the HAP Contract.

- The Tenancy Addendum (Part C of the HAP Contract) must be attached to the Tenant Lease.
- I understand I am responsible for enforcing the terms of the lease and for all property management issues which arise with the unit.
- I will maintain the unit in accordance with Housing Quality Standards.
- The contract unit may only be used by the PHA-approved household members.
- I must notify the Housing Authority (PHA) immediately when a family vacates the unit.
- Housing Assistance Payments can only be paid while the family is residing in the contracted unit. The PHA cannot pay assistance payments for any month after the month the family moves.
- I certify to the best of my knowledge the members of the family reside in the contract unit, and the unit is the family's only residence.
- I certify the rent is reasonable and comparable to amount charged for similar unassisted units in the area and within the premises.
- **The initial rent may not exceed the amount approved by the PHA and I WILL NOT CHARGE OR ACCEPT ANY ADDITIONAL RENT OR OTHER CONSIDERATION (side deals/lease) from the family.**
- I certify I am not the parent, child, grandparent, grandchild, sister or brother of any member of the family (unless pre-approved by PHA/HUD).
- I understand the initial HAP payment could be delayed up to 60 days, but thereafter payments will be received on the first business day of the month. Direct deposit is recommended.
- I may not evict the tenant for nonpayment of the Housing Assistance Payment.
- I cannot charge my tenant late fees for any monies owed by the PHA. I can charge late fees to the tenant for late payment of family rent to owner as outlined in the lease.
- I must provide the PHA copies of any notices or evictions served to the family.
- I must provide a 60-day written notice of a rent increase to the tenant and PHA.
- If the PHA terminates program participation for any reason, the lease terminates automatically; you may choose to offer the family a separate, unassisted lease.
- I understand the PHA is not liable for any damages which may occur at or in the leased unit.
- I certify the family does not own or have any interest in the contracted unit.
- Applicant screening of this family must be conducted in the same manner as unassisted applicant families.
- I understand all the aforementioned landlord obligations are contained in the complete HAP Contract Parts A, B and C. I have received a copy, have read the HAP Contract and agree to all the terms and conditions therein.
- The Housing Assistance Payment is issued from the State of Colorado.

I understand I do not have the right to receive housing assistance payments unless I comply with all the provisions of the Housing Assistance Payment contract. I understand I am responsible for enforcement of my lease.

Owner/Agent Signature _____

Date _____

PLEASE SIGN AND RETURN TO THE GARFIELD COUNTY HOUSING AUTHORITY

Family Name: _____



Warning: Section 1001 of Title 18 of the United States Code, states that a person who knowingly and willingly makes false or fraudulent statements to any department or agency of the United States is guilty of a felony.



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► _____	Date ► _____
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**AUTHORIZATION AGREEMENT
FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

I (WE) HEREBY AUTHORIZE Garfield County Housing Authority to initiate ACH -- EFT file credit entries only to our bank account indicated below and the Bank named below to credit the same to such account.

Payment Type

SECTION 8 RENTAL PAYMENTS

NAME

SOCIAL SECURITY NUMBER

FINANCIAL INSTITUTION NAME

ADDRESS (Institution's)

CITY, STATE, ZIP CODE

PHONE NUMBER

FINANCIAL INSTITUTION'S
TRANSIT NUMBER

ACCOUNT NUMBER

CHECKING _____ SAVINGS _____

(Please attach a voided check, not a deposit slip)

Email Address: _____

This agreement is to remain in full force and effective until the Garfield County Housing Authority has received written notification from the Payee of its termination in such time and manner to afford the Garfield County Housing authority and the Financial Institution a reasonable opportunity to act on it. It is the responsibility of the PAYEE to fill out a new agreement if the PAYEE changes financial institutions or accounts.

Date _____

Phone number _____

Authorized Signature _____

EFT AUTHORIZATION PROCEDURES {direct deposit}

- 1) Fill out the form as follows:
 - a. NAME – your Name (As registered with IRS)
 - b. SOCIAL SECURITY NUMBER – YOUR social security number
 - c. FINANCIAL INSTITUTION NAME – Your bank's name
 - d. ADDRESS – The address of your bank
 - e. CITY, STATE, AND ZIP CODE – for your bank's location
 - f. PHONE NUMBER – The bank's phone number
 - g. FINANCIAL INSTITUTION TRANSIT NUMBER – Located at the bottom of the check on the left hand side.
 - h. ACCOUNT NUMBER – Your bank account number is located at the bottom of the check on the right hand side following the transit number.
 - i. Checking or Savings – Place an "X" in the appropriate space
 - j. E-Mail Address – Provide an e-mail address
 - k. Sign and date the form.
 - l. Attach a voided check to the form (NOT A DEPOSIT SLIP)
- 2) Once the documentation is returned for processing, it can take up to 30 days for the Garfield County Housing authority and your financial institution to complete the process for direct deposits to begin.

**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 additional 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.

VAWA facts for Landlords

The Violence Against Women Act, or VAWA, which went into effect in 2006, is a federal law which protects individuals who are victims of domestic violence, dating violence and stalking. These are the facts for landlords:

Protection for Victims

You cannot refuse to rent to an applicant or evict a tenant solely because he or she is a victim of domestic violence, dating violence or stalking. Also, criminal acts directly related to the violence caused by a household member or guest cannot be the reason for evicting the victim of the abuse.

Permissible Evictions

You may evict a victim of domestic violence if you can show there is an actual and immediate threat to other tenants or employees at the property if the victim is not evicted. You may also evict for serious and repeated lease violations that are not related to domestic abuse. You cannot hold a victim of abuse to a more demanding standard than you hold tenants who are not victims.

Evicting the Abuser from the Household

You may bifurcate (split) the lease by evicting the abuser while allowing the victim and other household members to remain in the unit. You must follow all applicable eviction laws. The remaining family members must retain their rights as tenants.

Certification of Domestic Violence, Dating Violence or Stalking

If a tenant asserts VAWA's protections, you may request that they certify that he or she is a victim. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request documentation, you must do so in writing and give the tenant at least 14 business days to provide it. You are free to extend this deadline.

Acceptable Forms of Proof to be Submitted by Victim

- HUD-50066- a certification form available from www.hud.gov or from the Section 8 office. OR
- A police or court record, such as a current order of protection. OR
- A statement from a medical professional, attorney or victim service provider who has helped the victim address incident(s) of violence stating "under penalty of perjury" that the incident(s) of abuse are real; signed by the professional and the victim.

Confidentiality

You must keep confidential any information a tenant provides about the violence against them. Exceptions:

- When release of information is required by law.
- When the tenant gives you written permission.
- When you need the information in an eviction. You must inform the victim before eviction proceedings so that safety risks may be identified and addressed.

VAWA and Other Laws

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders to protect the victim and orders dividing property among household members in cases where a family breaks up. It does not replace any local, state or federal law that provides greater protection for victims of domestic/ dating violence or stalking.

Definitions Under VAWA

Domestic violence includes a felony or misdemeanor crime of violence committed by a current or former spouse of the victim; a person with whom the victim shares a child in common; a person who is cohabitating with or has cohabitated with the victim as a spouse; a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction; any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence is that which is committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim AND where the existence of such a relationship shall be determined based on a consideration of the length and type of the relationship and the frequency of interaction between the persons involved in the relationship.

Stalking is to follow, pursue, place under surveillance or repeatedly commit acts with the intent to kill, injure, harass or intimidate another person AND in the course of or as a result places a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to themselves or an immediate family member, spouse or intimate partner.

Additional Information

National Domestic Violence Hotline: 1-800-799-7233
New Rochelle Family Court: (914) 813-5649
City of New Rochelle Section 8 Office: (914) 654-2176

Colorado House Bill 20-1332

This law went into effect January 1, 2021, amends original Statute 24-34-501 which spells out the restrictive covenant of discrimination or refusal to rent or sell because of race creed, disability, color, religion sex, sexual orientation, marital status, nation origin, ancestry.

NOW INCLUDED IS: SOURCE OF INCOME You cannot deny a HUD participant because they do not have income! You can however deny an applicant if they do not meet other requirements, if the criteria is the same for all of your applicants, for instance requiring a reasonable amount of income needed to cover expenses such as utilities.

Exceptions: Landlords owning (5) or fewer single-family rental and no more than (5) total rental units are not required to accept voucher subsidy as a source of income. Landlords with three or fewer units can communicate they do not accept vouchers. A Management Company can NOT say "This is the only unit this client owns so I don't have to accept a housing voucher, unless they manage (5) or fewer properties

House Bill 20-1332 "source of income" is defined as:

Any lawful and verifiable source of income paid directly or on behalf of a person including:

- (a) Any income derived from any lawful profession or occupation
- (b) Income or rental assistance from any government or private assistance, grant, or loan program.

What does this mean for landlords and property managers?

It means that Housing Assistance Payments as well as food stamps and other benefits are to be counted as income for HUD participants to determine their annual household income for the purpose of tenancy approval.

Steps: For HUD Participants

After you have approved a HUD family for tenancy, contact the Housing Specialist, provide the unit information, and request the amount of subsidy that will be paid on behalf of the family. You will be provided with an estimate of the subsidy, which is usually exact but can change if the information we have is incorrect.

There are two ways you can calculate the assistance.

You can use the amount of subsidy X 12 = Annual Income, or

You can use Voucher Income plus other income or benefits such as food stamps.

Other Provisions: The following are things you **MUST NOT** do

HUD can't exercise any right to pursue any remedy under the law" for the following:

Advertisements stating "No housing vouchers/section-8 accepted"

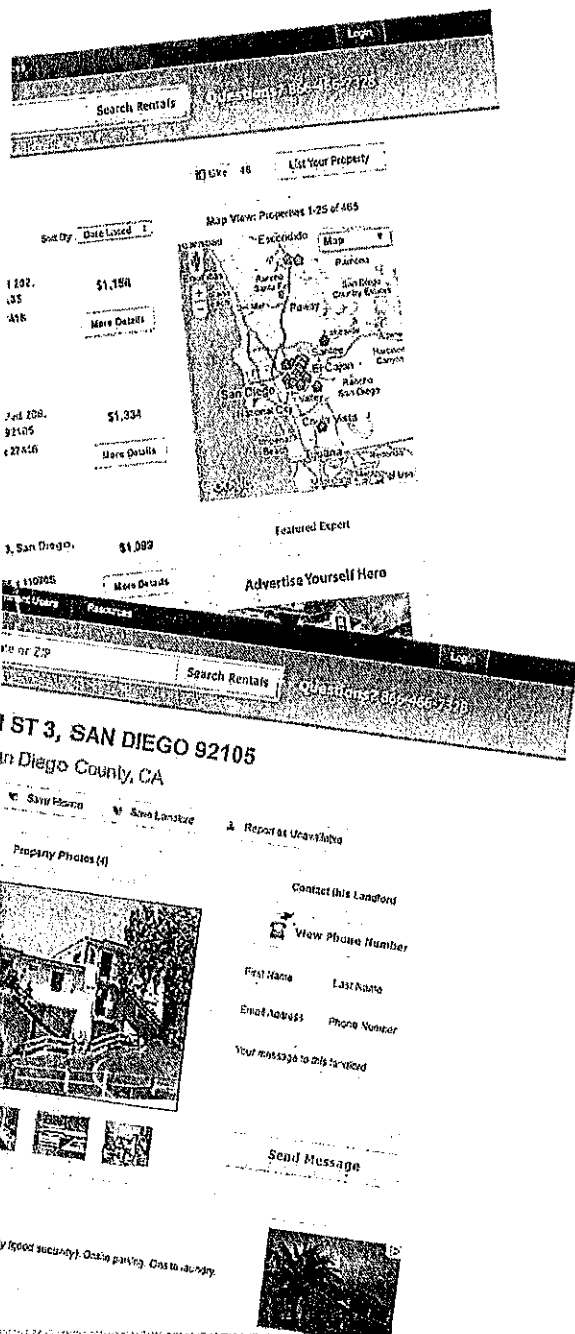
Telling a prospect who call or comes in the office "This property does not accept housing vouchers"

Moving another applicant ahead of a housing voucher applicant

Withholding a voucher/ section-8 application from owner or supervisor

Fill Your Vacancies Faster than Ever!

GoSection8 is the largest rental listing service for the Section 8 housing program. We provide landlords with a free section 8 compliant listing service for their units and connect them with prospective tenants!



GoSection8 Free Services

Unlimited Listings

There is no limit to the number of properties you can list including photos.

Vacancies Appear On Housing Authority "Printed Lists"

We syndicate listings to local participating housing authorities where your vacancies are published according to the HA's policies and terms.

Listing Multiplier

With our listing multiplier, we distribute your properties to over 15 rental websites. This gives you more visibility, more leads and faster lease-up!

Dedicated Support Team

We have a highly trained Support Team on site to assist you Monday through Friday from 9:00am to 8:00pm Eastern.

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Search Thousands of Tenant Leads

Our "Prospective Tenants" feature allows you to access our database of tenants that are actively looking for housing. Match your property with a tenant's needs and then contact them directly!

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