



P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505

# *Landlord Information*

*On the internet:* <http://www.l-housing.com>



**EQUAL HOUSING  
OPPORTUNITY**

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## How the Program Works

Lincoln Housing Authority (LHA) takes applications from persons eligible for the program and places them on a waiting list. After a family is selected, the following sequence occurs:

1. A LHA Housing Specialist issues the eligible family a voucher and explains program rules and regulations to the family.
2. The family finds a place that they would like to rent.
3. The family and owner negotiate the rent and discuss the terms of the rental lease.
4. The family and owner complete a ***Request for Inspection and Unit Information (RIUI)*** and return the original copy to LHA.
5. The LHA Inspections Department will send new landlord paperwork to owner. Owner must return W-9, direct deposit form, and owner information form promptly.
6. The Inspections Department schedules an appointment with the owner or family for a LHA Housing Inspector to inspect the unit for compliance with Housing Quality Standards (HQS) and to determine if the rent requested by the owner is reasonable.
7. If the unit fails the inspection the owner must correct the defect(s) and schedule a recheck inspection.  
***LHA can not start rent payments until a unit has passed inspection and the tenant is living in the unit.***
8. After the unit passes an inspection, the LHA Housing Specialist mails a Housing Assistance Payment (HAP) Contract and a Tenancy (Lease) Addendum to the owner for signatures.
9. The LHA Housing Specialist requests the owner's lease.
10. The owner returns the signed HAP Contract and Tenancy (Lease) Addendum promptly in order ***to begin receiving*** rent payments from LHA.
11. The LHA Housing Specialist sends a letter to the owner and tenant describing how much of the rent is paid by the tenant and how much of the rent is paid by LHA.
12. Each month, the tenant pays approximately 27% of their income toward rent to the owner. LHA sends the balance directly to the bank account of the owner or owner's agent.

## How to advertise rental properties through LHA.

LHA encourages owners to list their units for rent on our website <https://zohojiml2.zohocreatorportal.com/>. This site is for active units and should not be used for wait list properties. New users must sign up for an account, to post available units. There is also a Voucher Friendly Landlord list that is printed and posted in the lobby for clients. If you would like to be added to the list please call (402)434-5500.

The following minimum information is required to list an available unit: \_\_\_\_\_

- \* Unit address
- \* Monthly rent amount
- \* Who to contact and contact phone number
- \* Photos and additional fields are optional

## Screening Potential Tenants

### Does LHA screen tenants for owners or managers?

**No. LHA *does not* screen tenants for owners or managers.**

Tenant screening and selection is the responsibility of the owner or manager. ***Owners need to screen potential tenants receiving rent assistance the same way they screen potential tenants without assistance.***

LHA's role is to determine if a tenant is eligible for the rent assistance program ***only***. LHA does this by verifying the tenant's income and family composition to meet the program rules.

**Screening tenants can save money:** LHA will provide the owner with 1) the family's current address (as shown in LHA records) and 2) the name and address of the owner of the family's current or prior address (if known).

Several web sites have been recommended by participants of LHA's Landlord Advisory Committee to assist with screening and monitoring tenant activity:

\*<http://lincoln.ne.gov/city/police/stats/chist.htm> – Lincoln Police Department Criminal History reports

<http://www.nsp.state.ne.us/sor/index.cfm> – Nebraska sex offender registry

<http://lincoln.ne.gov/asp/cnty/crimcase/default.aspx> – Court calendar

\*<http://www.tenantdata.com> – Tenant Data Services

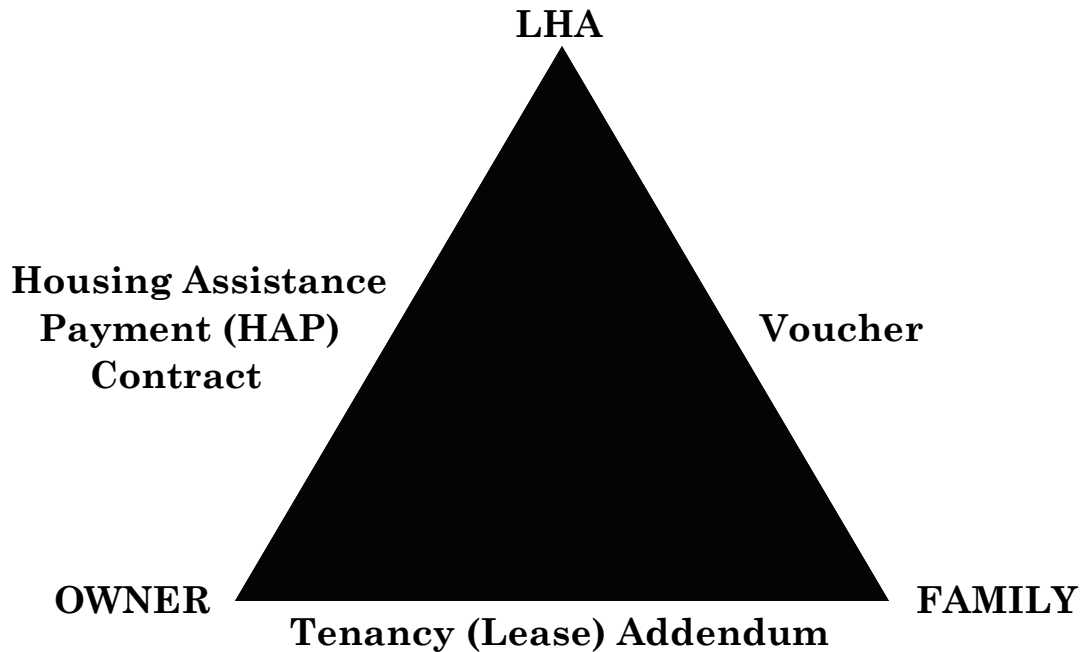
\*<https://tenant.thepicompany.com> – Tenant PI

\_\_\_\_\_  
\*Services marked with an asterisk are not free services.

\_\_\_\_\_  
\_\_\_\_\_



## Lease



### What if an owner wants to use their own lease?

***The owner must use their own lease.*** The lease is a legal document between the owner and the tenant. The Lease Addendum provided by LHA amends the owner's lease to guarantee that all rent assistance program regulations are followed. An owner may not have two leases for the same tenant.

### What must be included in the lease?

The lease must contain the following items:

1. The TERM of the initial lease of the assisted occupancy must be for one year. The term of the lease must be a minimum of a 12 month period. The lease must start with the first day of the HAP Contract (move-in date or inspection pass date, whichever occurred last). The lease must end on the last day of the previous month.  
Example: A lease that starts on 1-15-2012 must end 12-31-2012.
2. The RENT amount must be equal to the amount listed on the HAP Contract.
3. OWNER (landlord) NAME
4. TENANT NAME(S)
5. The ADDRESS of the rental unit including an apartment number if applicable as well as city, state and zip code.
6. The lease must clearly state a RENEWAL CLAUSE specifying what happens after the initial 12 month lease term.  
Example: The lease continues as a month-to-month or year-to-year renewable term.
7. UTILITIES. The lease must specify EACH utility that is to be paid for by the TENANT.
8. UTILITIES. The lease must specify EACH utility that is to be paid for by the OWNER.  
The Lincoln Municipal Code requires the owner to pay for garbage service for all apartments, duplexes, and single-family homes.
9. APPLIANCES. The lease must specify which appliances are provided by the TENANT.  
For example stove, refrigerator, dishwasher, disposal, microwave, washer, dryer, etc..
10. APPLIANCES. The lease must specify which appliances are provided by the OWNER.
11. The lease must be SIGNED by the OWNER and ALL adult TENANTS 18 years of age.

## Lease continued...

### Who enforces the lease?

The owner or the owner's agent enforces the lease. The lease is between the owner and the tenant.

### How does the owner enforce the lease?

It is important to know the Landlord-Tenant Law. It is also important that owners read the Lease Addendum that LHA will attach to the owner's lease.

### Can an owner collect a security deposit?

Yes. In the Housing Choice Voucher program, an owner may collect up to one month's contract rent for a security deposit. ***The tenant must pay this deposit.*** Upon vacating the premises, if the security deposit is not sufficient to cover any money the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

### Can an owner charge late fees?

Yes, however, this provision must be included in the owner's lease and must be charged to all tenants, assisted and unassisted.

### Who pays for damages?

The lease is between the owner and the tenant so this decision is made between the owner and the tenant. It is a good idea to include a clause regarding damage payment terms in the lease as well as a list of charges that may be applied to tenant caused damaged. It is also important to screen potential tenants to avoid costly damages.

### Can additional members be added to the household and lease?

Yes. Additional members may be added with written approval from the owner and prior approval from LHA. Additional adults may have income that affects the rent portions paid by the tenant and LHA. The owner has the right to screen additional adults in the same way the original tenants were screened. All additional members must meet the requirements of the original applicant. ***If the family breaks up, LHA will determine which members of the family will continue to receive assistance.***

### How many times may a family move?

A family may not move during the initial year of the assisted occupancy unless the owner and tenant agree to a mutual termination.

### When can rent be increased?

Rent may be increased after the first year of the lease. The owner is required to give the tenant and LHA **60 days** notice for a rent increase. A copy of the notice must be received by LHA in order for LHA to determine if the rent increase is reasonable. A LHA Inspector will determine if the rent amount that the owner wishes to charge is reasonable in comparison to similar rental properties in the area. ***Under no circumstances can a rent increase be allowed if the increase exceeds the rent reasonable determination. If your lease continues on a year to year basis, the owner must provide the tenant with a 60 day notice prior to the new lease term.***

### What if the tenant wants a pet?

The pet arrangement is between the tenant and the owner. LHA is not involved in the arrangement.

## Lease continued...

### How may the owner terminate the lease?

The owner may only evict the tenant from the contract unit by instituting a court action. The owner must notify LHA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the tenant under state or local law. The notice to LHA may be given by furnishing LHA with a copy of the notice given to the tenant.

During the term of the lease, the owner may not terminate the tenancy except on the following grounds by court action:

1. Serious or repeated violation of the terms and conditions 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 contract unit and the premises.
3. Criminal activity.
4. Other good cause. During the first year of the lease, the owner may not terminate the tenancy for "other good cause" unless it is because of something the family did or failed to do.

The tenant is not responsible for the Housing Assistance Payment which is the rent portion paid by LHA. The owner may not terminate the tenancy due to LHA's abatement of the owner's Housing Assistance Payment. Abatement means that the owner will not receive payment from LHA for the days that the unit was not in compliance with Housing Quality Standards (HQS).

## Contract

The Housing Assistance Payment (HAP) Contract is a legal agreement which defines the relationship between LHA and the owner in providing rent assistance. Payment to the owner does not begin until all paperwork is correct, signed, and returned to LHA. LHA makes monthly rent payments directly to the bank account of the owner or the owner's agent.

After the unit passes inspection, LHA will send the owner the Housing Assistance Payment Contract (part B and part C) and the Tenancy (Lease) Addendum. The HAP Contract will need to be signed by the owner or owner's agent. A copy of the signed HAP Contract will be returned to the owner and a copy of the Tenancy (Lease) Addendum will be forwarded to the tenant.

### LHA may deny approval to an owner to lease a unit:

1. If the owner has violated obligations under the Housing Choice Voucher HAP Contract.
2. When directed by the U.S. Department of Housing & Urban Development (HUD).
3. If the owner has committed fraud, bribery, or any other corrupt or criminal acts.
4. Has history or practice of non-compliance with Housing Quality Standards.
5. If the owner has not paid state or local real estate taxes, fines, or assessments.
6. If the owner has a history of practice of renting units that fail to meet state or local housing codes.
7. If the owner has engaged in drug trafficking or violent criminal activity.
8. If found to have engaged in unsuitable behavior with tenants or LHA staff or if conflict of interest determined by LHA.
9. Does not have a permanent verifiable residence.
10. Is employed by Lincoln Housing Authority.

## Housing Quality Standards (HQS)

Housing subsidized under the Housing Choice Voucher Program must be decent, safe, and sanitary. The United States Department of Housing and Urban Development (HUD) set forth Housing Quality Standards (HQS) that all units must meet before assistance can be paid on behalf of a family and throughout the HAP Contract period. HQS establishes the minimum criteria necessary for the health and safety of tenants. LHA ensures owner and tenant compliance to provide and maintain decent, safe, and sanitary housing through HQS housing inspections. Landlords can help themselves by being prepared for an inspection. The information on pages 7 through 11 is not an all inclusive list but it is an overview as to many of the items that are checked during an inspection. If a unit does not pass an initial inspection, repairs must be made and another inspection completed to be sure that the repairs have been made correctly before a HAP Contract can be signed. If repairs are not made, the unit will not be eligible for the Housing Choice Voucher Program.

## Types of Inspections and Their Purpose

**Initial inspections** certify that rental units chosen by new or transferring Housing Choice Voucher tenants meet HQS. The unit must be vacant unless it is occupied by the prospective tenant family. During an initial inspection the Inspector also determines rent reasonableness. ***Rental units must pass inspection before HAP Contracts are signed and rent assistance payments begin.***

If HQS defects are identified during an initial inspection, the unit will be temporarily denied from the program and the owner will be notified by mail of the required corrective action needed for the unit to pass inspection. The defects should be repaired and reinspected with fifteen (15) days.

**Annual inspections** are conducted to determine if a unit continues to meet HQS. Any defects that are the owner's responsibility need to be corrected by the owner. Tenant defects need to be corrected by the tenant. Owners and tenants will be notified by mail of any defects and allowed thirty (30) days or less to complete repairs. The unit must be reinspected after the defects are corrected. Repairs must be completed and reinspected by a stated deadline or the Housing Assistance Payment (HAP) will be abated. Abatement means that the owner will not receive payment from LHA for the days that the unit is not in compliance beyond the stated deadline.

Should an owner's HAP be abated for non-compliance the owner will not receive payment for the days the unit did not comply with HQS. **The owner may not collect the unpaid HAP amount from the tenant. If corrective action is not complete, the HAP Contract will terminate the last day of the month in which the stated deadline falls.**

***The owner must notify LHA when the defects are complete and schedule a recheck inspection.***

***The tenant is not responsible for scheduling recheck inspections for owner defects.***

**Special inspections** are performed as a result of a complaint from family, an owner, a community organization, or other sources. LHA may also initiate a special inspection at any time if it is perceived that the unit is not in compliance with HQS. Tenants requesting a special inspection are required to first notify the owner in writing of their complaints and allow a reasonable time for the owner to respond. A lack of owner response to the complaint will prompt a special inspection. Results of special inspections will be followed up using the same procedures as outlined for an annual inspection.

**YOUR ACCEPTANCE OF THE RENT DIRECT DEPOSIT OR  
ENDORSEMENT OF A RENT CHECK CERTIFIES THAT THE  
UNIT IS DECENT, SAFE, AND SANITARY AND THAT THE  
FAMILY ON THE LEASE STILL OCCUPIES THE UNIT.**

## Housing Quality Standards

The following information highlights the Housing Quality Standards that are required for a unit to pass an inspection in 15 major areas of an apartment or house.

- |                          |   |
|--------------------------|---|
| 1. Living Room           | 9. Ceilings, Walls, and Floors                          |
| 2. Kitchen               | 10. Windows and Doors                                   |
| 3. Bathroom              | 11. Stairs, Rails, and Porches                          |
| 4. Bedroom or other room | 12. Interior Stairs, Common Halls, Elevators, and Exits |
| 5. Electrical            | 13. Garbage, Infestation, Mold, and Air Pollution       |
| 6. Heating and Plumbing  | 14. Building Exterior                                   |
| 7. Lead-based Paint      | 15. Site and Neighborhood Conditions                    |
| 8. Smoke Detectors       |   |

### Living Room

- \* Every unit must have at least one habitable room that is not a kitchen or bathroom
- \* At least one window and must be openable if designed to open
- \* At least two electrical outlets or one outlet and one permanently installed ceiling or wall light fixture

### Kitchen

- \* Every unit must have a kitchen for the preparation and storage of food
- \* At least one electrical outlet and one permanently installed ceiling or wall light fixture
- \* Must have a stove or range with working burners and an oven
- \* All stove or range and oven knobs must be present and legible
- \* Must have a working refrigerator
- \* Must have a sink with a gas trap and hot and cold running water that drains properly
- \* Faucets must work properly with the hot water on the left and cold water on the right

### Bathroom

- \* At least one permanently installed ceiling or wall light fixture
- \* Must have a working toilet
- \* Must have a permanently installed sink that is secured to the wall or floor
- \* Must have a sink with a gas trap and hot and cold running water that drains properly
- \* Must have a working tub or shower with hot and cold running water that drains properly
- \* Faucets must work properly with the hot water on the left and cold water on the right
- \* At least one openable window or a working exhaust system that vents to the outside
- \* Must be free from broken bathroom fixtures with sharp edges
- \* Must be free from serious health and sanitation problems including clogged toilets, water leaks, or sewer gas

### Bedroom

- \* At least two electrical outlets or one electrical outlet and one permanently installed ceiling or wall light fixture
- \* At least one window and must be openable if designed to open
- \* At least 70 square feet for one person and 120 square feet for two people
- \* Living room can be a sleeping room as long as it contains at least one window and two electrical outlets or one outlet and one permanently installed ceiling or wall light fixture
- \* If a window is more than 44 inches from the floor, one or two steps must be provided to assist the tenant in escaping the unit in the event of a fire

**See Attachment 11 for more information about Egress Step Details.**

## Housing Quality Standards continued...

### Electrical

- \* No signs of electrical hazards including broken, frayed or non insulated wiring, loose or improper wire connections to outlets
- \* No light fixtures hanging from electric wiring with no other firm support
- \* No overloaded circuits or exposed fuse box connections
- \* Cover plates are required on light switches and electrical outlets and must not be cracked or broken
- \* Electrical outlets must not be cracked
- \* Electrical outlets are required to be permanently installed
- \* At initial inspection, light globes are required on light fixtures including outside lights. At annual inspections, globes may be removed as long as there are no exposed wires or other safety hazards
- \* Light bulbs are required in all sockets of all light fixtures including outside lights
- \* No electric cords under rugs or other floor coverings
- \* Ground Fault Interrupt (GFI also called Ground Fault Circuit Interrupt GFCI) electrical outlets must test and reset properly
- \* Outlets in units built before 1975 will be tested to ensure that they are properly grounded

**See Attachment 10 for more information about Electrical Outlets (in units built before 1975).**

### Heating and Plumbing

- \* Heating equipment is capable of providing adequate heat to all rooms used for living
- \* Unit is free from unvented fuel burning space heaters or other types of unsafe heating conditions including fire hazards and escaping exhaust gases into the living areas
- \* Unit is free from combustible material around the furnace and water heater
- \* Water heater discharge pipe is 6 - 24 inches from the floor, the diameter must not be reduced and it must be metallic
- \* Unit must have piped hot and cold running water
- \* Faucets must work properly with the hot water on the left and cold water on the right
- \* Sinks must have a gas trap and water must drain properly

### Smoke Detectors

- \* Smoke detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 or its successors
- \* DO NOT install smoke detectors in kitchens, garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F
- \* DO NOT locate smoke detectors closer than 3 feet from a door to a kitchen, bathroom with a tub or shower, or supply registers of a forced air heating or cooling system
- \* Smoke detectors must be on each level of the unit including basements
- \* If installed to protect a basement, the smoke detector must be on the ceiling at the bottom of the stairway leading to the floor above
- \* If the unit is occupied by a hearing impaired individual, a smoke detector must be installed in the bedroom and have a visible signal
- \* If the unit was built after June 1, 2002, a smoke detector must be in every sleeping room.
- \* For rooms with flat ceilings and walls, smoke detectors should be mounted on the ceiling at least 4 inches from a wall
- \* If installed in an area with an open-joisted ceiling, the smoke detector must be installed on the bottom of the joist

**See Attachment 6 for more information about Smoke Detector Installation Requirements.**

## Housing Quality Standards continued...

### Ceilings, Walls, and Floors

- \* Ceilings, walls, and floors must be free from protruding nails or other sharp objects
- \* All interior ceilings and walls must be painted
- \* Ceilings and walls must be structurally sound and free from hazardous defects including
  - \* Large cracks or holes that allow drafts to enter the unit
  - \* Severe bulging, buckling or leaning
  - \* Falling surface materials
  - \* Loose sections of plaster in danger of falling
  - \* Visible signs of water damage as a result of a leaking roof or exterior
- \* Ceilings must not be missing parts such as ceiling tiles
- \* Floors must not have:
  - \* Large cracks or holes
  - \* Missing or damaged parts such as floor boards
  - \* Major movement under walking stress
  - \* Damaged floor coverings such as carpet or vinyl that could cause someone to trip
- \* Carpets will fail if they appear to have urine or fecal matter or other obvious safety hazards

### Doors and Windows

- \* Doors must open, close, and latch properly
- \* Interior doors must not have exterior keyed entry locking doorknobs or deadbolt locks
- \* Doors, including bi-fold closet doors, must be secure and pose no hazard of falling
- \* Windows and doors are required to have locks if they are accessible from the outside including windows that can be reached from the outside from ground level, a fire escape, porch, or other outside place that can be reached from the ground
- \* All windows which were designed to open and close must maintain this function unless reasonable documentation is provided to prove the window can no longer serve the function of opening and closing and it is neither repairable nor reasonable to replace. In these situations, the room must have adequate egress and the window that can be used safely as a fire exit must be clearly marked
- \* Openable windows and doors are operable and not blocked, nailed shut, or in any other condition that would prevent exit
- \* At initial inspection screens are required on all openable windows and must be in good condition with out tears or holes
- \* Windows may not have any missing, broken, or dangerously loose or cracked panes
- \* Windows must be reasonably weather tight to prevent serious drafts from entering the unit

### Carbon Monoxide Detectors

- \* Required in all properties with a carbon monoxide source, such as an attached garage and fuel burning appliances (gas)
- \* Must be installed in a central location outside of each sleeping area and on every level of the home
- \* Do not place CO Detector right next to or over a fireplace or fuel burning appliance
- \* Please follow manufacturer instructions for specifications on placement.
- \* For the full 2018 IFC Code, as well as Chapter 9 and Chapter 11 regarding CO alarms or detectors, please visit <https://codes.iccsafe.org/content/IFC2018>



## Housing Quality Standards continued...

### Stairs, Rails, and Porches

- \* Must be structurally sound and free from tripping and falling hazards
- \* Must be free from protruding nails
- \* Stairs must not have any loose, broken, rotting, missing steps or boards
- \* Stairs must not have ripped, torn, or frayed stair coverings
- \* Stairs, both interior and exterior, must have a secure handrail when there are 4 or more consecutive steps
- \* Porches, decks, and balconies 30 inches or more above ground must have secure handrails
- \* Rails must not have a large number of missing sections of balusters
- \* These requirements also include steps leading to the unit which are not physically attached to the building

### Interior Stairs, Common Halls, Elevators, and Exits

- \* Must pass all the requirements of STAIRS, RAILS AND PORCHES
- \* Must be free from accumulation of objects, garbage, or other debris
- \* Must have adequate lighting such that all treads and risers are illuminated
- \* Carpets or rubber mats must not be ripped, torn, or frayed
- \* Elevators have a current inspection certificate and are operating safely
- \* Must have an acceptable alternate fire exit from the building that is not blocked or un-useable do to debris, storage, broken locks, or doors and windows that are nailed shut
- \* Acceptable exits may include:
  - \* An openable window if the unit is on the first or second floor or is easily accessible to the ground
  - \* A back door opening onto a porch with a stairway leading to the ground
  - \* Fire escape, fire ladder, or fire stairs
- \* Unit is accessible with out having to go through another unit

### Garbage, Infestation, Mold, and Air Pollution

- \* Unit interior, exterior, and site must be free of trash, garbage, and debris including branches, boards and other building materials, tires, sofas and other discarded furniture, abandoned or junk motor vehicles, and motor vehicle parts
- \* Unit has adequate covered facilities for temporary storage and disposal of garbage which may include trash cans with covers, garbage chutes, and dumpsters
- \* Unit is free from infestation by rats, mice, insects, and other vermin such as roaches
- \* Unit is free of mold and mildew
- \* Unit is free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, smoke, or other harmful gases or noxious pollutants

### Lead-Based Paint

- \* All interior and exterior surfaces must be free from cracking, scaling, peeling, chipping, and loose paint if tenants include children under the age of six and the unit was built before 1978
- \* Includes walls, stairs, decks, porches, railings, common areas, windows, and doors

**See page 12 for more information about Lead-based Paint Requirements.**



## Housing Quality Standards continued...

### Building Exterior

- \* Foundation must properly support the building and keep ground water out of the basement under normal rainfall conditions
- \* Foundation is structurally sound and free from hazards including
  - \* Evidence of major settling
  - \* Large cracks or holes
  - \* Severe leaning
  - \* Large sections of crumbling brick, stone, or concrete
  - \* Undermining of footings, walls
  - \* Major deterioration of wood support members due to water damage or termites
- \* Roof is weather tight, structurally sound, and free from hazards including
  - \* Serious buckling or sagging
  - \* Large holes
  - \* Large patches of missing shingles
  - \* Other defects that would allow significant air or water infiltration
- \* Gutters and downspouts are secure, free from hazards, and channel water away from the exterior walls and foundation so that there is no water damage to the building
- \* Exterior surfaces are weather tight, structurally sound, and free from hazards including
  - \* Buckling, bowing, or leaning
  - \* Large cracks
  - \* Falling or missing pieces of masonry
  - \* Deterioration that would allow significant air or water infiltration
- \* Chimney safely carries smoke, fumes, and gassed from the unit to the outside, is structurally sound, and free from hazards including
  - \* Serious leaning
  - \* Missing many bricks and mortar
  - \* Metal chimney parts fit tightly and are properly attached to the building

### Site and Neighborhood Conditions

- \* Site and immediate neighborhood are free from conditions which would seriously and continuously endanger the health or safety of the residents
- \* Other buildings on, or near the property, that pose serious hazards like a dilapidated shed or garage with potential for structural collapse
- \* Evidence of flooding or major drainage problems
- \* Proximity to open sewage
- \* Fire hazards
- \* Abnormal air pollution or smoke
- \* Continuous or excessive vibration of vehicular traffic

## Lead-based Paint Units Built Before 1978

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) have implemented steps to ensure the public receives adequate information and protection to prevent lead poisoning in homes that may contain lead-based paint hazards.

Effective, December 6, 1996, owners and their agents are responsible for providing specific information to renters on lead-based paint in housing as well as a federal pamphlet with practical, low cost tips on identifying and controlling lead-based paint hazards.

### What is required?

Before approval of a contract for lease, owners must:

1. Disclose known lead-based paint and lead-based paint hazards and provide available reports to tenants. Before an initial inspection is scheduled, LHA provides the owner with a Request for Inspection and Unit Information form that includes a lead-based paint disclosure form. This form is provided to owners and tenants for signatures.
2. Give tenants the pamphlet developed by the EPA and HUD titled, “**Protect Your Family From Lead In Your Home**”. The pamphlet may be printed from the internet at <http://www.epa.gov/lead/pubs/leadpdf.pdf> or may be requested by contacting the National Lead Information Center at 1-800-424-5323.
3. Leasing agreements must include certain notifications and disclosure language.
4. Sellers, lessors, and real estate agents share responsibility for ensuring compliance.

Owners are required to maintain their units to ensure that the paint is in good condition. The unit exterior and interior including common areas must be free from cracking, chipping, chalking, damaged paint, paint dust, paint chips, or other paint debris.

### Deteriorated paint or paint debris identified – What are the steps?

If during a housing inspection, a unit built before 1978 that is occupied or will be occupied by a child under six (6) years of age, has deteriorated paint, visible dust, paint chips, or paint debris, the unit will not pass inspection. The deteriorated paint and/or paint debris is a Housing Quality Standard (HQS) violation.

1. The deteriorated paint and/or paint debris must be stabilized.

#### Paint Stabilization:

- \* Repair any physical defect in the substrate of a painted surface or building component. Defective substrate conditions may include dry-rot, moisture-related defects, crumbling plaster, missing siding, or other components that are not securely fastened.
  - \* Under safe work practices, remove all loose paint and other loose material from the surface being treated.
  - \* Apply a new protective coat of paint to the stabilized surface.
2. After the paint is stabilized, the owner will need to provide LHA with the following in order to meet HQS requirements and for the unit to pass inspection:
    - \* A “clearance certificate” from a certified lead-based paint examiner.
    - \* The owner must sign an owner’s certification stating that EPA Lead; Renovation, Repair and Painting requirements were met.

## Lead-based Paint Units Built Before 1978 continued...

### Lead-based Paint Clearance:

Clearance is an examination conducted to ensure the site and unit are safe for occupancy. The examination includes a visual assessment and dust wipe testing. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations. The clearance examiner will provide the owner with a clearance certificate once the site and unit are tested and identified as safe to occupy.

The following firms have notified LHA that they perform lead-based paint clearance testing in Lincoln, Nebraska:

Alloy Specialty  
(402) 571-8833  
5850 Wenninghoff Road  
Omaha, NE 68134

AQS Environmental Inc.  
(402) 438-0450  
11069 I Street  
Omaha, NE 68137  
[www.airqualityservices.net](http://www.airqualityservices.net)

Inspection Associates  
(402) 423-8444  
4000 S 56 #392C  
Lincoln, NE 68508  
[www.inspectionassociatesinc.com](http://www.inspectionassociatesinc.com)

ATC Associates  
(402) 697-9747  
11117 Mocking Bird Drive  
Omaha, NE 68137  
[www.atcassociates.com](http://www.atcassociates.com)

Other Certified Firms to Perform Lead-based Paint Projects in Nebraska may be found at [www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/CertifiedLeadFirms.htm).

### Environmental Intervention Blood Lead Level (EIBLL)

If LHA receives a verifiable report that a child under the age of six (6) years has an Environmental Intervention Blood Lead Level (EIBLL) then LHA will contact the Lincoln-Lancaster Health Department.

#### Steps if EIBLL is found in a child under six (6) years old:

1. The public health department is notified and they will complete a risk assessment within fifteen (15) days.  
  
Risk Assessments are on site investigations to determine the existence, nature, severity, and location of lead-based paint hazards.
2. The owner will notify the tenants of the results from the risk assessment within fifteen (15) days of receiving the report.
3. As identified by the risk assessment the owner will complete lead-base paint hazard reduction activities within 30 days. The owner must notify the tenants within fifteen days of the completion of the hazard reduction activities.
4. LHA will consider the owner has complied with the lead reduction activities as prescribed by the risk assessor when the public health department certifies the hazard reduction is complete and a certificate of clearance is provided to LHA.

## Lead-based Paint Units Built Before 1978 continued...

### Summary of Owner Lead-based Paint Responsibilities:

1. Disclose known lead-base paint hazards to all potential tenants prior to the execution of a lease and attach a disclosure form to the lease.
2. The owner must provide all prospective families with a copy of “Protect Your Family From Lead In Your Home” pamphlet or an EPA approved alternative.
3. Perform paint stabilization using safe work practices according to EPA & HUD guidelines.
4. Notify tenants about the conduct of lead hazard reduction activities and clearance when required.
5. Conduct lead hazard reduction activities when required by LHA.
6. Obtain clearance certification at owner’s expense.
7. Perform ongoing maintenance.

**Ongoing Maintenance** is a visual assessment by the owner for deteriorated paint and failure of any hazard reduction measure at each tenant change and every 12 months of continued occupancy. **A written notice** must be provided by the owner to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address and phone number of the person responsible for accepting the occupant’s complaint.

### Exemptions To Lead Housing Rules:

1. Residential property for which construction was completed on or after January 1, 1978.
2. A zero-bedroom dwelling including a single room dwelling occupancy (SRO).
3. Housing for the elderly or residential property designated exclusively for persons with disabilities as long as no child is living or expected to live in the unit.
4. Residential property found not to have lead-based paint by a certified lead-based paint inspection and a copy of the results of a certified test are provided to LHA. Additional tests by a certified lead-based paint inspector may be used to refute or confirm the prior finding.

### For More Information about Lead-based Paint:

For a copy of the pamphlet, “Protect Your Family From Lead In Your Home”, sample disclosure forms, or lead-based paint rules, call the National Lead Information Center at 800-424-LEAD (424-5325). The pamphlet may be reproduced for distribution if the text and graphics are reproduced in full.

[www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm) – Nebraska Dept. of Health & Human Services  
[www.hud.gov/offices/lead/healthyhomes/lead.cfm](http://www.hud.gov/offices/lead/healthyhomes/lead.cfm) – About Lead-Based Paint U.S. Dept. of HUD

## Rent

### How much rent can an owner charge?

The rent charged by the owner must be at market value. Market value is the amount of rent that would be charged if a unit is rented to a tenant without federal assistance. Market value is determined by a LHA Housing Inspector through an appraisal process called rent reasonableness.

### Rent Reasonableness

LHA uses the following criteria to determine the market value of rent:

1. Base rent determined by year built, number of bedrooms, and type of unit (apartment, duplex, or house).
2. Amenities can add or deduct to the value of the base rent.
 

* Range, Refrigerator	* Location	* Floor Level of Unit
* Dishwasher, Disposal, Microwave	* Size of Unit	* Garage
* Washer & Dryer or Connections	* Additional Rooms	* Security Building
* Storage, Shed	* Number of Bathrooms	* Clubhouse
* Balcony, Deck, Patio	* Condition of Paint	* Pool
* Fireplace, Ceiling Fans	* Cleanliness of Unit	* Cable TV
* Air Conditioning	* Basement	* Parking Availability
3. Information about three units that are comparable to the unit chosen by the Housing Choice Voucher tenant.

When LHA receives a Request for Inspection and Unit Information (RIUI) form, the dollar amount of the proposed rent is reviewed to determine the following:

1. The proposed rent does not exceed rents charged by the owner for comparable unassisted units.
2. The rent is reasonable in relation to rent charged by other owners for comparable units.

For apartments and duplexes: An owner may present LHA with a *current* lease of an unassisted unit that is the same as one chosen by the Housing Choice Voucher tenant to show the rent being charged is at market value.

### Can a tenant pay the difference if the rent exceeds the Payment Standard?

**Yes**, only if the contract rent meets the rent reasonableness as determined by the Housing Inspector. LHA will always notify the owner and the tenant in writing of the tenant's portion of rent. The tenant should never pay more for rent than on the written notices and the owner can not ask for more rent than on the written notices.

Example: Contract rent asked for by the owner is \$1100 for a 2 bedroom unit. The Housing Inspector has determined the rent reasonableness to be \$1000. The tenant will pay 27% of their income towards rent plus anything over the \$963 Payment Standard. The Housing Authority will use \$123 for utilities which will be added to the contract rent (\$1000 + \$123 = \$1123). The tenant in this scenario can pay the difference (\$1000 - \$963 = \$37). Total tenant's rent portion would be \$37 plus 27% of the tenant's income because the cost of the rent plus utility allowances exceeds the Payment Standard of \$963 and the unit meets the rent reasonableness determination.

**No**, if the contract rent asked for by the owner does not meet the rent reasonableness as determined by the Housing Inspector.

Example: Contract rent asked for by the owner is \$700 for a 2 bedroom unit. The Housing Inspector determines the value of the unit at \$650. The tenant CAN NOT pay the difference of the \$50 between the contract rent and the rent reasonableness determination.

## Rent continued...

Housing Choice Voucher tenants are encouraged to find units with rent and utilities close to the LHA target rent as determined by their voucher size. This keeps the tenant's rent portion affordable and means their rent and utility costs will be close to 27% - 30% of their income.

### Payment Standards & Target Rents: Effective January 1, 2024

	Payment Standard
SRO	\$632.00
0BR	\$842.00
1BR	\$941.00
2BR	\$1173.00
3BR	\$1653.00
4BR	\$1801.00
5BR	\$2072.00
6BR	\$2324.00
Lot Rent	\$321.00

	Target Rent
SRO	\$632.00
0BR	\$799.00
1BR	\$849.00
2BR	\$1037.00
3BR	\$1449.00
4BR	\$1525.00
5BR	\$1740.00
6BR	\$1949.00

### Current MTW Utility Allowances: Effective January 1, 2024

	Utility Allowance
SRO	\$0
0BR	\$43.00
1BR	\$92.00
2BR	\$136.00
3BR	\$204.00
4BR	\$276.00
5BR	\$332.00
6BR	\$375.00

### Current Section 8 Existing Utility Allowances:

See: <http://www.l-housing.com/Documents/Utility%20allowance%20S8%20current.pdf>

## Payments

### Direct Deposit

All Housing Assistance Payments are made by direct deposit. The Landlord Information for Payment and Correspondence Form and the Direct Deposit Authorization Form must be completed in order for a direct deposit payment to be issued. See Attachments 4, 4A, and 9. Owners may view and print statements from a Landlord Access website through a link on [www.l-housing.com](http://www.l-housing.com). Additional information about the Landlord Access website is sent to new owner participants prior to the direct deposit of the first Housing Assistance Payment.

### When does the owner get paid?

Payments for rent are made after LHA and the owner sign a HAP Contract. LHA issues direct deposit payments approximately four (4) times a month. Ongoing monthly payments will be deposited on the first of the month, unless the first falls on a holiday, a Saturday, or a Sunday, in which case it will be made on the following Monday.

#### The payment begins when the following five (5) steps are completed:

1. The unit passes inspection.
2. The tenant occupies the unit.
3. The Housing Specialist mails a HAP Contract to the owner.
4. The owner provides LHA with a lease signed by the owner and tenant with **all the required information (see page 3)**.
5. The owner signs and returns the HAP Contract to LHA.

*LHA requests contracts and leases be provided by the owner within 10 days of notification.*

Any contract signed later than 60 days of the start date is voided.

### What portion of the rent does the tenant pay?

The tenant typically pays 27% of their income towards their portion of rent but there is an allowance for utilities based on the Utility Allowance chart. If the tenant's unit is over the LHA "Target Rent", the tenant will be responsible for **more** than 27% of their income towards rent. LHA will notify the owner and the tenant of their portion of rent prior to the signing of the HAP Contract.

### How often does the tenant's portion of rent change?

Typically the tenant's rent changes only once a year after their annual re-examination. The tenant's portion of rent will be changed when:

- The household members change.
- Income increases or decreases.
- Expenses (deductions) increase or decrease.

### Can the owner change the contract rent or tenant rent portion?

After the initial 12 month lease term the contract rent can be changed after the tenant and LHA are provided with a 60 day notice of the rent increase. LHA must approve the rent increase and confirm the new rent amount meets rent reasonableness. Additional rent may not be charged to the tenant without approval from LHA.

**Note:** Year to year leases require a 60 day notice to the tenant and LHA prior to the end of the lease term.

## Payments continued...

### How does an owner/manager handle extra payments or agreements?

All extra payment agreements must be submitted in writing for prior approval by LHA. An example of an extra payment is when a tenant wants to rent a detached garage that it is not included in the apartment or house rent. If approval by LHA is not secured, the payment will be treated as an illegal side-payment and the owner may be required to reimburse the tenant for any rent overpayments. ***Owners may not collect additional payments for a unit, utilities, amenities, or enter into side agreements to pay for items covered under the lease contract.*** LHA may report program abuse either to the appropriate office of the Regional Inspector General for investigation or to local or state prosecutors.

### W-9

The Internal Revenue Service (IRS) requires that property owners provide LHA with their ***Taxpayer Identification Number or Social Security Number (W-9 form)*** and a signed certification of accuracy. Owners must complete the W-9 form provided and submit it with HAP Contracts. LHA cannot process contracts for payment without a completed form. At the end of each year, LHA completes a 1099 and submits it to the IRS and sends a copy to each owner.

### Ownership and address changes

To ensure continuity in rent payments, owners must notify LHA of changes in the ownership of property for which they are receiving a Housing Assistance Payment. The current owner must sign a contract assignment form transferring the rights and obligation of the HAP Contract to the new owner.

***LHA must always receive a signed WRITTEN notice of an owner's change of mailing address or a change in management company. Owners may use the Owner Change of Address form provided in Attachment 4.***

### When Housing Assistance Payments may STOP!

**Abatement** means that the owner will not receive payment from LHA for the days that the unit was not in compliance with Housing Quality Standards (HQS). LHA requires ***five (5) working days*** advance notice to schedule the recheck inspection. ***Remember, the tenant is not responsible for LHA's portion of rent during the abatement period.***

The HAP Contract will terminate automatically under the following situations:

1. **A new lease is signed.**
2. Changes in the terms of the lease. For example: Current lease states 11-01-12 to 10-31-13. A new lease is signed the next year without notification to LHA with new dates of 11-01-12 to 10-31-13.
3. Tenant moves to a different unit even within the same apartment complex without notifying LHA.
4. Tenant no longer resides in the unit even if personal possessions are left in the unit.
5. Changes in who is responsible for utilities or appliances.
6. If the unit does not meet HQS requirements.

Payments stop when the HAP Contract terminates. If Housing Assistance Payments are made in error after the HAP Contract terminates then LHA may recoup the erroneous payments made to the owner.

**Owners should notify LHA 60 days prior to entering into a new lease with the tenant after the initial 12 month lease has ended to allow time for LHA to determine rent reasonableness, obtain a copy of the new lease, and sign new HAP Contracts.**



## Family Obligations

Housing Choice Voucher participants, family members, and guests must abide by rules and regulations that are referred to as family obligations. Failure by the tenant to adhere to family obligations may result in termination of housing assistance.

1. Failure to pay any utilities that the owner is not required to pay for under the lease but which are to be paid by the tenant.
2. Failure to provide and maintain any appliances that the owner is not required to provide but which are to be provided by the tenant.
3. Damages to the dwelling unit or premises beyond ordinary wear and tear caused by any member of the household or guest.
4. Participate in illegal drug activity, violent criminal activity, or if any member of the family is a person whose pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
5. Individuals living in the unit other than those listed on the lease.
6. Breach of an agreement with LHA to pay amounts owed to the Housing Authority.
7. Failure to complete the annual review of income and inspection.
8. Failure to notify LHA before vacating the unit.

## Owner's Rights and Responsibilities

The owner is responsible for:

1. Performing all management and rental functions for the assisted unit and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with Housing Quality Standards (HQS).
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to LHA information required under the HAP Contract.
5. Collecting any security deposit from the family.
6. Collecting the portion of the rent that the tenant owes to the owner that is not covered by the Housing Assistance Payment.

## Owner/Tenant Disputes & Mediation

### What can an owner do about problem tenants?

Owners should maintain a consistent policy when handling problems or disputes with tenants. LHA strongly recommends that owners send written warnings or confirmation letters to tenants and keep copies for their files. Owners should send a copies of warnings to LHA. These letters can be entered as evidence in court hearings and utilized in informal hearings. Remember, under state law, an owner must give the tenant a reasonable chance to correct possible lease violations before starting eviction proceedings.

### Does the Lincoln Housing Authority mediate Owner/Tenant disputes?

No. LHA encourages owners and tenants to work out their disputes between themselves. However, mediation services are available through Community Action Partnership of Lancaster and Saunders Counties (402) 471-4515, Legal Aid of Nebraska (402) 435-2161, and the Nebraska Bar Association (402) 475-7091.

## Eviction

The owner may only evict the tenant from the contract unit by instituting a court action. The owner must notify LHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant under state or local law. The notice to LHA may be given by furnishing LHA a copy of the notice that was given to the tenant.

### Grounds for Eviction

1. Serious or repeated violations of the terms and conditions of the lease.
2. Violation of federal, state, local law, or negligence of the tenant family.

### Notice of Intent

If an owner intends to evict a tenant for non-payment of rent, the owner must send a notice to the tenant and a copy to LHA.

If a tenant fails to comply with terms and conditions other than the payment of rent, they **must** be given a 14/30 day notice. The notice **must** list the violations and corrective action within fourteen (14) days or the lease will end in not less than thirty (30) days. Should the tenant correct lease violations within fourteen (14) days, the notice **must** also state that violation of the lease in the same regard within the next six (6) months of the date of the original corrective action necessary will cause the lease to be terminated in fourteen (14) days and the tenant will have no opportunity to make remedy. If the tenant is evicted, LHA must be notified in writing when the tenant is out of the unit.

***If you need eviction advice, please contact an attorney.  
LHA is not qualified to give legal advice.***

The Lincoln Housing Authority is not an advocate for either the tenant or owner. Any legal action such as an eviction must be brought by the owner against the tenant. LHA is not involved in any such action.

## Attachments

Attachment 1	Housing Assistance Payments Contract
Attachment 2	Landlord Resources
Attachment 3	Lead-based Paint Owner's Certification
Attachment 4	Landlord Information for Payment & Correspondence Form
Attachment 5	Request for Inspection and Unit Information
Attachment 6	Smoke Detector Installation Requirements
Attachment 7	Left blank intentionally
Attachment 8	Typical Egress Window and Well Detail
Attachment 9	Direct Deposit Authorization Form
Attachment 10	Electrical Outlets (in units built before 1975)
Attachment 11	Egress Step Detail
Attachment 12	Landlord and Tenant Responsibilities

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

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing  
OMB Approval 2577-0169 (Exp. 04/30/2018)**

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

**Instructions for use of HAP Contract**

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

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

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

**Use of this form**

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

However, the PHA may choose to add the following:

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

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

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

**Use for special housing types**

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

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

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

**Section 6. Initial Rent to Owner**

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

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

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

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

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

**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract** This

HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract Part

C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

**8. Utilities and Appliances**

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

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

**Signatures:****Public Housing Agency**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Owner**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

**Mail Payments to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, State, Zip)

**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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

- a. This is a HAP contract between the PHA and the owner.  
The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing



assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

## **5. Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

## **6. Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

## **7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

### **c. Amount of PHA payment to owner**

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

### **e. Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

## **8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP



contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. 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.

### 15. Reserved

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



**17. Entire Agreement: Interpretation**

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

**Housing Assistance Payments Contract  
(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).
    - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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



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

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

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**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.

- (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.

**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:

## 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.

## 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.

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

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- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
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If the HAP contract terminates for any reason, the lease terminates automatically.

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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.

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

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

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- 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.

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**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.



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

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

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**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.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.



d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. **Actual and Imminent Threats:**

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

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

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

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).



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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

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

## 11. Owner notice of grounds

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

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

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

**V**IOLENCE  
**A**Gainst  
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**A**CT

**WHAT APPLICANTS,  
TENANTS, OWNERS AND LANDLORDS  
NEED  
TO KNOW**

**Applicable to Public Housing and  
Section 8 Choice Voucher Programs**

**Effective January 5, 2006**

**VAWA PROTECTION FOR  
PUBLIC HOUSING AND SECTION 8 HOUSING  
CHOICE VOUCHER ASSISTANT APPLICANTS**

A Public Housing Agency (PHA), owner or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence or stalking if the applicant otherwise qualifies for assistance or admission.

To qualify for public housing or housing choice voucher assistance, all applicants, including victims of domestic violence, dating violence or stalking, must, at a minimum:

- meet the local PHA's definition of "family";
- be income eligible;
- have at least one family member who is a U.S. citizen or has eligible immigration status;
- pass criminal background screening;
- have no outstanding debt to the PHA ; and
- meet all other local PHA

Some, but not all, PHAs give preference to applicants who are victims of domestic violence. If you are a victim of domestic violence, dating violence or stalking, ask if the PHA gives this preference. If they do, the PHA may request that you provide a certification documenting the situation. If you fail to provide a requested certification within 14 business days after receiving the request, your request for a preference may be denied.

**VAWA PROTECTION FOR  
PUBLIC HOUSING TENANTS AND HOUSING CHOICE VOUCHER  
PROGRAM PARTICIPANTS**

Reporting incidents of domestic violence, dating violence or stalking to law enforcement, victim's rights advocates, and the PHA may help preserve your housing rights. The PHA may not deny, remove or terminate assistance to a



victim of domestic violence, dating violence or stalking based solely on such an incident or threat.

The PHA, an owner or landlord may deny, remove, or terminate assistance to an individual perpetrator of such actions and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner or landlord to terminate your assistance for other criminal activity or good cause.

A Section 8 Housing Voucher Participant who is a victim of domestic violence, dating violence or stalking may request and be granted portability due to the incident or threat if they are otherwise compliant with all program obligations and the perpetrator has moved out of the dwelling unit.

In processing a request by a victim for continued assistance or for portability, the PHA may request that you certify that you are a victim of domestic violence, dating violence or stalking, and that the actual or threatened abuse meets the requirements set forth in the VAWA. Such certification must include the name of the perpetrator. If you do not provide the requested certification within 14 business days, your assistance may be terminated.

### **CONFIDENTIALITY**

Any information provided pursuant to the Violence Against Women Act (VAWA) shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing; required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or is otherwise required by applicable law.

### **STATE AND LOCAL LAWS**

Some states have passed laws effecting applicants, tenants, owners and landlords that are more stringent than requirements of the Violence Against Women Act (VAWA). Many states have related laws pending. You may want to check with your state and/or city for the most current state and local laws protecting victims of domestic violence, dating violence or stalking.

**CERTIFICATION OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

---

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL  
ASSAULT, OR STALKING:**

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

**\*Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator's Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking  
Occurred:** \_\_\_\_\_

**Location of Incident(s):** \_\_\_\_\_

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.



## Landlord Resources

### Building & Housing Codes

City of Lincoln Building & Safety Department 402-441-7521  
Construction & Housing Codes in the City of Lincoln  
A Guide To Landlord & Tenant Responsibilities

<http://lincoln.ne.gov/city/build/index.htm>  
<http://lincoln.ne.gov/city/build/building/planreview.htm>  
<http://lincoln.ne.gov/city/build/forms/housing/LandT.pdf>

### The City of Lincoln & Lancaster County

The Official Web Site for the City of Lincoln & Lancaster County  
Lincoln Commission On Human Rights 402-441-7624  
Police Activity 402-441-7204

<http://lincoln.ne.gov>  
<http://lincoln.ne.gov/city/mayor/human>  
<http://lincoln.ne.gov/city/police/activityindex.htm>

### Free Rental Advertising Service

Internet listings of properties for rent 1-877-428-8844

[www.housing.ne.gov](http://www.housing.ne.gov)

### Lancaster County Property Assessor

Lancaster County Assessor & Register of Deeds 402-441-7463

<http://orion.lancaster.ne.gov/Appraisal/PublicAccess>

### Language Translation

Free translation in 10 languages on the internet  
\*LanguageLinc Translation Services 402-473-2940

[www.freetranslation.com](http://www.freetranslation.com)  
<http://www.communityactionatwork.org/lanaguagelinc/welcome.html>

### Lead-based Paint Information & Clearance Testing

Alloy Specialty 402-571-8833  
ATC Associates 402-697-9747  
AQS Environmental Inc. 402-438-0450  
Inspection Associates 402-423-8444  
Inspection Experts Inc. 402-802-9983  
National Lead Information Center 1-800-424-5323  
Nebraska Department of Health & Human Services 402-471-0386  
U.S. Department of Housing & Urban Development 202-708-1112

[www.atcassociates.com](http://www.atcassociates.com)  
[www.airqualityservices.net](http://www.airqualityservices.net)  
[www.inspectionassociatesinc.com](http://www.inspectionassociatesinc.com)  
[www.ieinc.net](http://www.ieinc.net)  
[www.epa.gov/lead/pubs/nlic.htm](http://www.epa.gov/lead/pubs/nlic.htm)  
[www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm](http://www.hhs.state.ne.us/puh/enh/leadpaint/leadindex.htm)  
[www.hud.gov/offices/lead/healthyhomes/lead.cfm](http://www.hud.gov/offices/lead/healthyhomes/lead.cfm)

### Legal Services, Disputes & Mediation

Legal Aid of Nebraska 402-435-2161  
Community Action Partnership of Lancaster County 402-471-4515  
Nebraska Bar Association 402-475-7091

<http://neequaljustice.org>  
[www.communityactionatwork.org](http://www.communityactionatwork.org)  
[www.nebar.com](http://www.nebar.com)

### Reasonable Accommodations

Assistive Technology Partnership 402-471-0734  
League of Human Dignity 402-441-7871

<http://www.atp.ne.gov>  
[www.leagueofhumandignity.com](http://www.leagueofhumandignity.com)

### Screening Potential Tenants

Court Calendar (County Attorney Office) 402-441-7321  
Lincoln Police Department Criminal History 402-441-7204  
Nebraska Sex Offender Registry (NE State Patrol) 402-471-4545  
\*Tenant Data Services 1-800-228-1837  
\*Tenant PI 1-800-260-0079

[www.lincoln.ne.gov/aspx/cnty/crimcase/default.aspx](http://www.lincoln.ne.gov/aspx/cnty/crimcase/default.aspx)  
<http://lincoln.ne.gov/city/police/stats/chist.htm>  
[www.nsp.state.ne.us/sor/index.cfm](http://www.nsp.state.ne.us/sor/index.cfm)  
[www.tenantdata.com](http://www.tenantdata.com)  
<https://tenant.thepiccompany.com>

### Smoke Detector Information (including Smoke Detectors for the Deaf & Hard of Hearing)

City of Lincoln Fire & Rescue Department 402-441-7363  
National Fire Protection Association 617-770-3000

<http://lincoln.ne.gov/city/fire/services/index.htm>  
<http://www.nfpa.org>

### Utility Services

Black Hills Energy 1-888-890-5554  
Lincoln Electric System 402-475-4211  
Lincoln Water System 402-441-7551

[www.blackhillsenergy.com](http://www.blackhillsenergy.com)  
<http://les.com>  
<http://lancaster.ne.gov/city/pworks/water>

\*Services marked with an asterisk are not free services.

**LEAD PAINT OWNER'S CERTIFICATION**

## Housing Choice Voucher Program

The undersigned hereby certifies that the property located at:

Tenant Name (if applicable) \_\_\_\_\_

Street Address \_\_\_\_\_ Apt# \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

is in compliance with all housing quality standard (HQS) requirements related to lead-based paint as indicated below.

Corrective action to address lead-based paint hazards at the described property that were required by LHA to meet HQS have been completed in accordance with all requirements established by 24 CFR Part 35 including:

**(All Boxes must be checked)**

- ☐ The work was completed by person(s) trained to conduct lead-based reduction activities and at least one certified renovator was at the job or available when the work was being done.
- ☐ Occupants of the dwelling unit and their belongs were protected during the course of the work.
- ☐ The work site was properly prepared and maintained in accordance with the U.S. Environmental Protection Agency's regulation "Lead; Renovation, Repair and Painting.
- ☐ A person certified to conduct clearance examinations performed a clearance test and the results indicate that clearance was achieved. Occupants have been properly notified of the results of any lead-based paint hazard evaluation and reduction, including the results of the clearance examination.

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
( Type or Print Name)

**Lincoln Housing Authority (LHA)**

PO Box 5327; Lincoln NE 68505

Fax #402-434-5502

Landlord Information for Payment and Correspondence Form

No payments or contracts can be issued without this form signed and completed.

**Action to be taken by LHA: Check as needed**☐

Add new Landlord/Owner

☐

Name change

(previous name) \_\_\_\_\_

☐Management change  
(previous name) \_\_\_\_\_☐

Address change

(previous address) \_\_\_\_\_

☐Tax ID # change  
(previous ID#) \_\_\_\_\_☐

Other:

(explain) \_\_\_\_\_

**Tenants affected by this change:**

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

**Owner Information**

Who owns the rental property? Complete the following. All correspondence will be sent to this address unless a property manager or rental agent is listed on back of this form.

Name (as shown on your income tax return)	
Business name if different from above	
Address (number, street, and apt. or suite no.)	Phone #
City, state, and ZIP code	Email Address

Check appropriate box for federal tax classification:

☐

Individual/sole proprietor

☐

Corporation

☒

S Corporation

☐

Partnership

☐

Trust/estate

☐

Limited liability company. Enter the tax classification (C=Corporation, S = S corporation, P = Partnership) \_\_\_\_\_

☐

Other: please describe \_\_\_\_\_

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).

Individual Social Security #: \_\_\_\_\_

or EIN # \_\_\_\_\_

**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 in instructions), and
- 4 The FATCA code, if applicable, indicating that I am exempt from FATCA reporting is correct: FATCO code \_\_\_\_\_

Under penalties of perjury, I certify this information is true and correct. I understand payment will be issued and reported to the IRS per the information on this form

\*Owner

Signature \_\_\_\_\_

Date \_\_\_\_\_

\*Owner Signature not required if property is managed. Property managers please sign certification on reverse side

**Management Companies/Rental Agents - please complete the reverse side of this form**

## Property Manager/Rental Agent

### Property Management/Rental Agent Information

All correspondence will be sent to this address of the Property Manager/Rental Agent

Name (as shown on your income tax return)	Contact Person
Business name if different from above	
Address (number, street, and apt. or suite no.)	Phone #
City, state, and ZIP code	Email Address

Check appropriate box for federal tax classification:

<input type="checkbox"/> Individual/sole proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S = S corporation, P = Partnership) _____				
<input type="checkbox"/> Other: please describe _____				

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).

Individual Social Security #:  -  -  or EIN #  -

#### 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 in instructions), and
- 4 The FATCA code, if applicable, indicating that I am exempt from FATCA reporting is correct: FATCO code \_\_\_\_\_

- ☐ Please check this box if the property management co. or rental agent will issue the form 1099 to the property owner(s). Under penalties of perjury, I certify I am a rental agent as defined by the Treasury Regulation 1.6041-3(d) and this information is true and correct. As a rental agent, I understand that I am required to comply with the 1099 reporting requirements for rental payments associated with the property (ies). I also understand the Lincoln Housing Authority will **not** issue a form 1099 for the property covered by this contract.

#### Who should LHA record rent (HAP) payments under? Check one

- ☐ Owner Name/TIN # ☐ Property Management/Rental Agent Name/TIN #

Under penalties of perjury, I certify this information is true and correct. I understand payment will be issued and reported to the IRS (if applicable) per the information on this form

Property Mgr  
Signature \_\_\_\_\_

Date \_\_\_\_\_

**LINCOLN HOUSING AUTHORITY (LHA)  
DIRECT DEPOSIT AUTHORIZATION FORM**

**Personal Data**

☐ Start    ☐ Change

This is an authorization for my direct deposit to:

Owner/Landlord Name \_\_\_\_\_

Social Security #  
or EIN # \_\_\_\_\_

**Financial Institution Data**

I request Direct Deposit, by Electronic Fund Transfer, of my Housing Assistance Payment, to my account at the following institution:

Financial Institution \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Routing Number \_\_\_\_\_

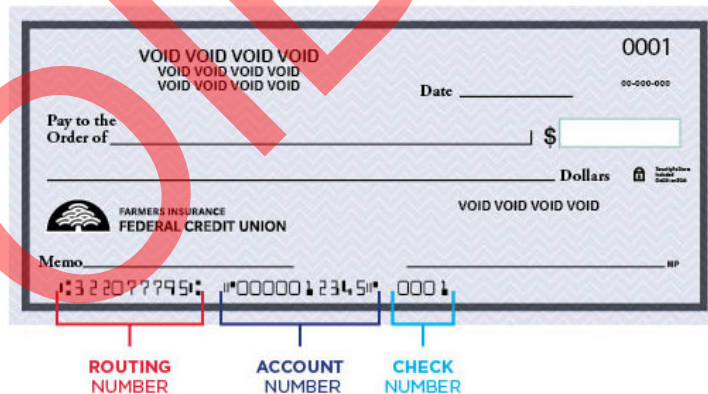
*This is a 9-digit number between two colons (:)*

Bank Account Number \_\_\_\_\_

*This is a series of numbers ending with (II)*

☐ Checking

☐ Savings



**PLEASE ATTACH A VOIDED CHECK OR BLANK DEPOSIT SLIP (if depositing into a savings account)**

IN LIEU OF THE ABOVE, A LETTER FROM YOUR FINANCIAL INSTITUTION IS ACCEPTABLE

- \* must include the entity/person information
- \* routing/account number
- \* signed by an authorized representative of the Financial Institution

Owner/Landlord Signature \_\_\_\_\_

Date \_\_\_\_\_

(If an electronic signature is used it must provide a date and time stamp through a verifiable program, i.e. DocuSign, Adobe Acrobat, etc.)

**RETURN COMPLETED FORM TO:**

Lincoln Housing Authority, PO Box 5327, Lincoln, NE 68505, Attn: Dawn  
or fax to 402-434-5545, Attn: Dawn  
or email dawn@L-housing.com

**For Office Use Only**

Date input \_\_\_\_\_

Initials \_\_\_\_\_

**Request for Inspections and Unit Information  
Moving to Work Housing Choice Voucher Program**



P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505  
Phone: (402) 434-5500 • Fax: (402) 434-5502

Owner:

Thank you for your interest in working with Lincoln Housing Authority to provide affordable housing.

Please complete and return the attached form with your potential tenant.

The form may be mailed, hand delivered, or faxed with the original mailed.

Return the form to:  
Lincoln Housing Authority (LHA)  
5700 R Street  
Lincoln, NE 68505

Fax (402) 434-5502

An inspection of your unit will be scheduled once we receive the completed form. At the time of the appointment our inspector will determine with you if the unit meets minimum Housing Quality Standards (HQS) and if the proposed rent is acceptable within the current market conditions.

If you have any questions about this form, the inspection or the process to participate as an owner with the Moving to Work Housing Choice Voucher program, please feel free to contact the Inspections Department at (402) 434-5522.

## Owner Information Only

### Lease Information

After the unit passes inspection and before LHA can approve the Housing Assistance Payment (HAP) contract with the owner, the owner must provide LHA a copy of the signed lease with the tenant.

The following items are required to be disclosed in the lease.

1. **Contract Rent** (as approved by the inspector).
2. **Address** of the unit including any apartment number.
3. **The term of the lease** must match the HAP contract. The term must be for a 12 month period but not more than 12 months. Example lease starts on 01-15-10, then it must end 12-31-10.
4. **Renewal terms.** Will the lease continue month-to-month or year-to-year?
5. **Utilities.** State what utilities the owner will provide and what utilities the tenant will provide.
6. **Appliances.** State what appliances are provided by the owner such as stove, refrigerator, dishwasher, washer and dryer and etc.
7. **Signatures** by both the tenant and owner/property manager.

The HUD tenancy addendum will be attached to your lease once LHA approves the Housing Assistance Payment contract with you.

### Payment Information

After the unit passes inspection, LHA will mail the owner a Housing Assistance Payment (HAP) contract. The owner will return the signed contract with their signed lease for LHA's approval. Once LHA approves the contract and lease, the payment will be issued to the owner via direct deposit. All Housing Assistance payments made to the owner is reported to the Internal Revenue Service (IRS) as indicated on the W-9 on file with LHA.

Please note: The owner (including a principal or other interested party) cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the family unless LHA has determined (and has notified the owner and the family of such determination) that approving the lease of the unit, notwithstanding such a relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### Inspection Incentive

Typically, LHA is required to inspect each assisted unit on a yearly basis. The incentive is if your unit passes inspection at the first inspection and does not require additional items to be rechecked at a later date, then LHA will skip the following year's required annual inspection.



Office Use Only

Inspection Date: \_\_\_\_\_

Time: \_\_\_\_\_

Inspector: \_\_\_\_\_

Tenant name: \_\_\_\_\_



P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505  
 Phone: (402) 434-5500 • Fax: (402) 434-5502

**The entire form must be completed  
and returned.**

### Unit Information

#### Address of Unit to be rented

Street Address	Apartment #	Zip Code
----------------	-------------	----------

#### What are you proposing to charge for rent?

Rent Amount?	Date unit available for inspection?
--------------	-------------------------------------

#### Unit information

# of bedrooms	Year constructed
---------------	------------------

#### Unit Type: Check one

- ☐ Apartment      ☐ Duplex      ☐ House      ☐ Town House/Row House  
☐ Mobile Home      ☐ Tri-plex

#### Who will be responsible to pay for the following utilities?

The tenant can be responsible any utilities provided to the unit as long as the utility is metered separately from other tenants and common areas.

##### Check box

Heating  
 Cooling  
 Other Electric  
 Cooking  
 Water Heating  
 Water/Sewer  
 Trash collection

##### Who pays?

☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner  
☐ Tenant ☐ Owner

##### Fuel type?

<input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other _____
<input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other _____
<input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other _____
<input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other _____
<input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other _____

#### Who will be responsible to provide the following appliances?

##### Check box

Range/Stove  
 Refrigerator

##### Who provides?

☐ Owner ☐ Tenant  
☐ Owner ☐ Tenant

What utility does it use?

☐ Gas ☐ Electric

#### Please check the box, if the owner will provide the following

☐ Dishwasher      ☐ Disposal      ☐ Washer      ☐ Dryer      ☐ Microwave      ☐ Garage

#### Are you related to any household member who will be residing in the unit?

☐ Yes ☐ No

If yes, how are you related? \_\_\_\_\_

#### Is this unit federally subsidized by another program?

☐ Yes ☐ No

If yes, check the box that indicates the type of subsidy.

☐ Home      ☐ Section 202      ☐ Section 221(d)(3)(BMIR)      ☐ Tax Credit  
☐ Section 236 (Insured and noninsured)      ☐ Section 515 Rural Development  
☐ Other \_\_\_\_\_

#### Indicate the number of units in the building or apartment complex

(If 5 or more units, please complete the following comparison.)

Provide three (3) comparisons of contract rent for any "unassisted" units that are similar to the unit listed above, i.e. same bedroom size, and located within the same premise. Start with comparable units with lowest rent first.

Address and unit number	Rent amount	Date lease/rent started



Please note that LHA has not screened the family's behavior or suitability for tenancy. Screening is the owner's own responsibility.

**Tenant and Owner Representative: By signing this form, you certify the information given to Lincoln Housing Authority is accurate and complete to the best of your knowledge and belief.**

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address (street address, city, state and zip)		Present Address of Family (street address, apartment no., city, state, & zip)	
Telephone	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)
Owner or property manager Email address			

Attention Owner/Manager- Check Proceeds will be reported to the IRS as indicated on the W-9 on file with LHA. Please complete the following as it appears on the W-9 on file with Lincoln Housing Authority.

**Owner Name:**

**Owner Social Security Number or Federal ID number:**

#### ESTIMATE ONLY!

If Rent is equal to or exceeds \$\_\_\_\_\_ (target rent) then the Maximum Payment from LHA will be \$\_\_\_\_\_.

Final payment determination is made after contracts are approved by LHA.

#### Tenant Information

#### Office Use Only

Tenant/Applicant name \_\_\_\_\_ #SSN \_\_\_\_\_

\_\_\_\_\_ Voucher BR Size \_\_\_\_\_ Family Size \_\_\_\_\_ Minors under 6 years old: ☐ Yes ☐ No

Next Annual Re-exam to be completed by \_\_\_\_\_

Housing Representative \_\_\_\_\_ Payment Standard \_\_\_\_\_ Target rent \_\_\_\_\_

## Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards - Lead Warning Statement

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

**Owner please complete with tenant or provide a copy of your lead-based paint disclosure statement.**

☐ **Non-applicable** - Unit was built after 1978 (If you checked box, skip to Certification of Accuracy Section)

### **Lessor's (Owner) Disclosure (Owner initial where applicable)**

- Initial \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). \_\_\_\_\_
- ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Initial \_\_\_\_\_ (b) Records and reports available to the lessor (check one below):
- ☐ 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). \_\_\_\_\_
- ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Lessee's (Tenant) Acknowledgment (Tenant initial where applicable)**

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

### **Agent's Acknowledgment (Agent initial if applicable)**

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

### **Certification of Accuracy**

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

Lessor (Owner) \_\_\_\_\_ Date \_\_\_\_\_

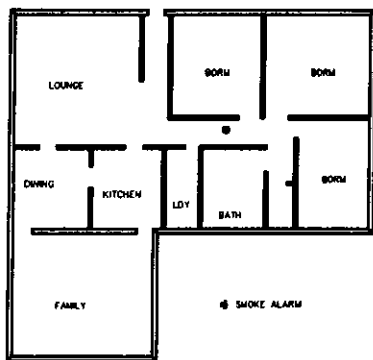
Lessee (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

# SMOKE DETECTOR INSTALLATION REQUIREMENTS & SPECIFIC LOCATIONS

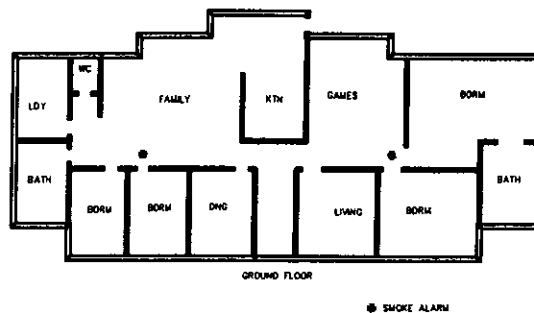
Smoke detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 or its successors

- ☐ DO NOT install smoke detectors in kitchens, garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F
- ☐ DO NOT locate smoke detectors closer than 3 feet from a door to a kitchen, bathroom with a tub or shower, or supply registers of a forced air heating or cooling system
- ☐ Smoke detectors must be on each level of the unit including basements
- ☐ If installed to protect a basement, the smoke detector must be on the ceiling at the bottom of the stairway leading to the floor above.
- ☐ If the unit is occupied by a hearing impaired individual, a smoke detector must be installed in the bedroom and have a visible signal.

## UNITS WITH BEDROOMS GROUPED TOGETHER

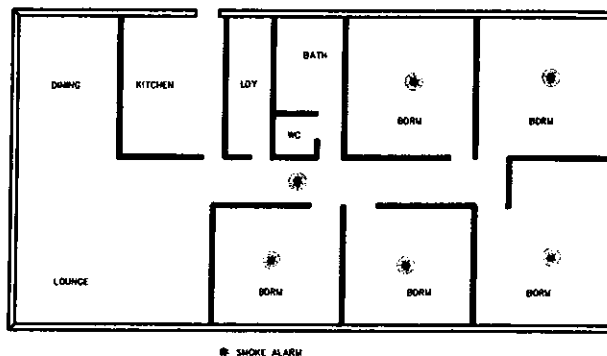


## UNITS WITH SEPARATED SLEEPING AREAS



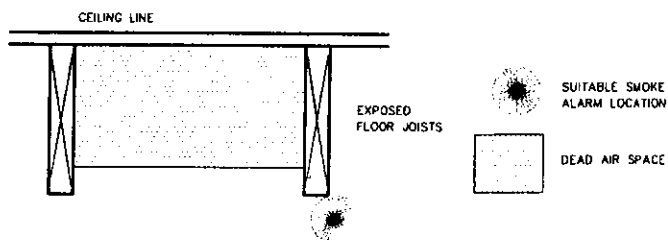
- ☐ Smoke detectors must be outside of the sleeping room but in the immediate vicinity of the sleeping room(s) when installed to protect a sleeping room(s)

## NEW CONSTRUCTION



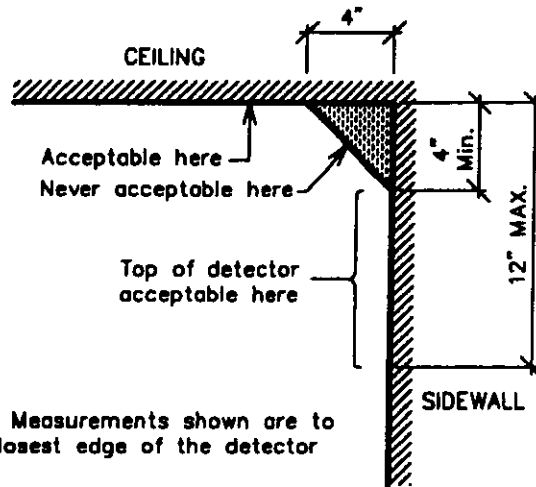
- ☐ If the unit was built after June 1, 2002, a smoke detector must be in every sleeping room.

## OPEN-JOISTED CEILING



- ☐ If installed in an area with an open-joisted ceiling, the smoke detector must be installed on the bottom of the joist

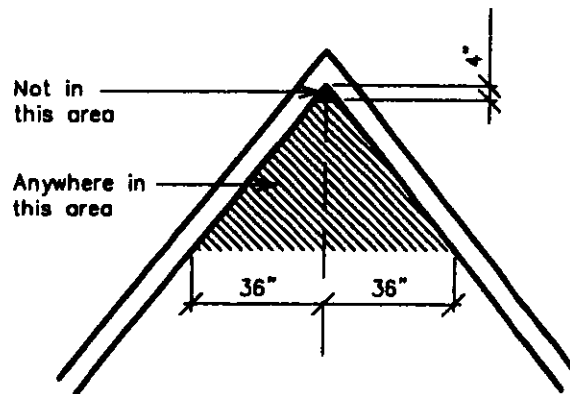
## FLAT CEILINGS & WALLS



Note: Measurements shown are to the closest edge of the detector

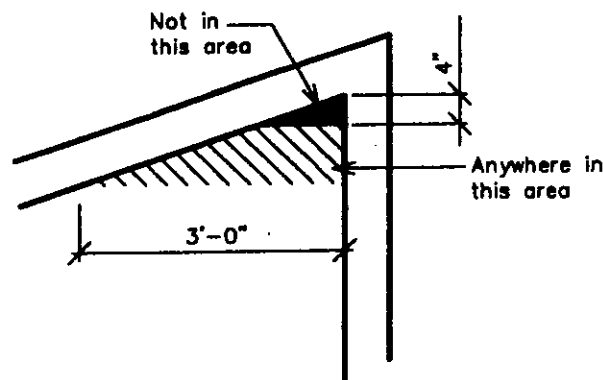
- ☐ For rooms with flat ceilings and walls smoke detectors must be:
  - Mounted on the ceiling at least 4 inches from a wall OR
  - On a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling

## PEAKED CEILINGS



- ☐ For rooms with peaked sloping ceilings with a slope smoke alarms must be mounted on the ceiling within 3 feet, measured horizontally, from the peak of the ceiling; at least 4 inches, measured vertically, below the peak of the ceiling; and at least 4 inches from any projecting structural element.

## SHED SLOPING CEILINGS



- ☐ For rooms with shed sloping ceilings smoke alarms must be mounted on the ceiling within 3 feet, measured horizontally, of the high side of the ceiling, and not closer than 4 inches from any adjoining wall surface and from any projecting structural element.



# Typical Egress Window and Well Detail

## CHAPTER R310.1 INTERNATIONAL RESIDENTIAL CODE AS ADOPTED BY THE LINCOLN MUNICIPAL CODE

Every sleeping room shall have at least one operable emergency escape and rescue window or exterior door opening for emergency escape and rescue. Rooms with a storage closet greater than 18 inches in depth or direct access to a bathroom shall also comply with this requirement. Where openings are provided as a means of escape and rescue, they shall have a clear opening height not more than 44 inches above the floor. The net clear opening dimensions required by this section shall be obtained by the normal operation of the window or door opening from the inside. Escape and rescue window openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2.

**R310.1.1 Minimum opening area.** All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

**R310.1.2 Minimum opening height.** The minimum net clear opening height shall be 24 inches.

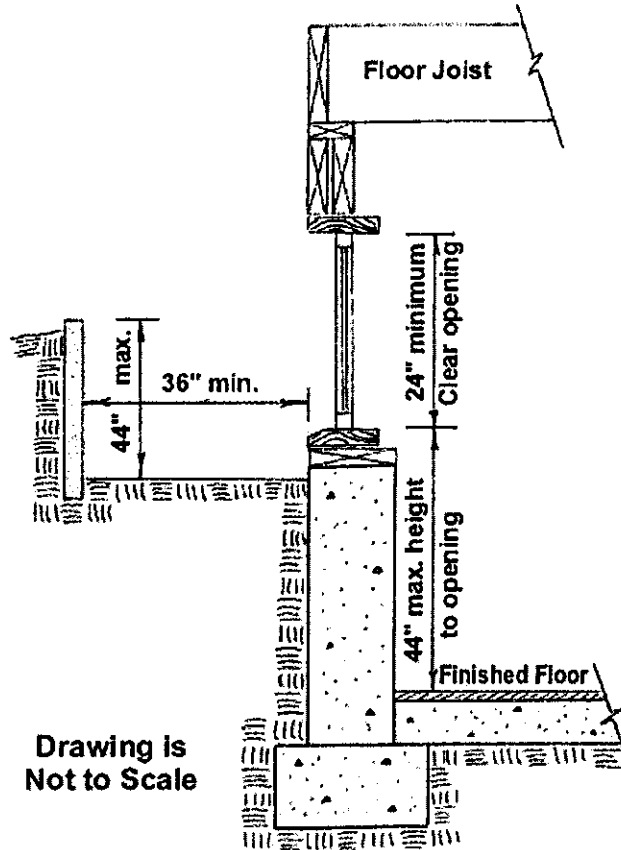
**R310.1.3 Minimum opening width.** The minimum net clear opening width shall be 20 inches.

**R310.1.4 Operational constraints.** Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge.

**R310.1.5 Double hung egress window.** Double hung windows must meet the requirements for an egress window without removing the upper sash.

### LIGHT, VENTILATION & HEATING

**R303.1 Habitable rooms.** All habitable rooms shall have an aggregate glazing area of not less than 8 percent of the floor area of such rooms. Natural ventilation shall be through windows, doors, louvers or other approved openings to the outdoor air. Such openings shall be provided with ready access or shall otherwise be readily controllable by the building occupants. The minimum openable area to the outdoors shall be 4 percent of the floor area being ventilated.



**R310.2 Window wells.** Window wells required for emergency escape and rescue shall have horizontal dimensions that allow the door or window of the emergency escape and rescue opening to be fully opened. The horizontal dimensions of the window well shall provide a minimum net clear area of 9 square feet with a minimum horizontal projection and width of 36 inches. A guard is required when a sidewalk, patio, or driveway is 60 inches or less from an egress window well 30 inches in depth or greater.

**EXCEPTION:** The ladder or steps required by Section R310.2.1 shall be permitted to encroach a maximum of 6 inches into the required dimensions of the window well.

**R310.2.1 Ladder and steps.** Window wells with a vertical depth greater than 44 inches below the adjacent ground level shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders or steps required by this section shall not be required to comply with Sections R311. Ladders or rungs shall have an inside width of at least 12 inches, shall project at least 3 inches from the wall and shall be spaced not more than 18 inches on center vertically for the full height of the window well.

## Electrical Outlets (in units built before 1975)

The U.S. Department of Housing and Urban Development requires the Lincoln Housing Authority to test outlets in every unit receiving rent assistance to ensure that they are properly grounded. Any ungrounded three-prong outlet must be corrected.

Modern electrical outlets are referred to as three-prong outlets because they have a round hole centered below two vertical slots. The round hole is called a “ground” and it reduces the chance that a person may be electrocuted by a faulty appliance or electrical product. The ground protects people from being electrocuted by providing an alternate path for electricity that may stray from a faulty appliance or electrical product.

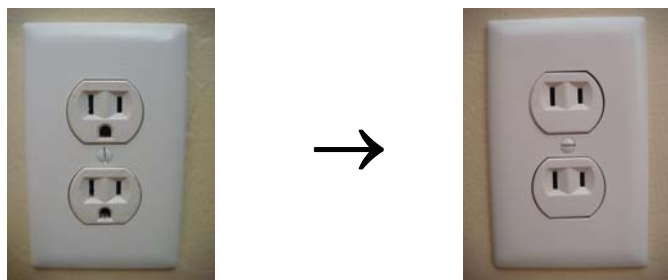
Older buildings constructed before 1975 typically feature two-prong outlets that do not have a ground. Frequently when two-prong outlets are replaced with three-prong outlets they are not properly grounded.



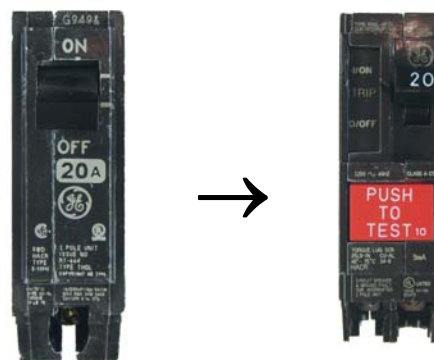
LHA inspectors use GFCI testers to ensure outlets are properly installed.

The following examples illustrate the most common ways an ungrounded three-prong outlet is corrected.

- 1) The three-prong outlet is replaced with a two-prong outlet.



- 3) The standard circuit breaker in the electrical service panel is replaced with a GFCI circuit breaker.



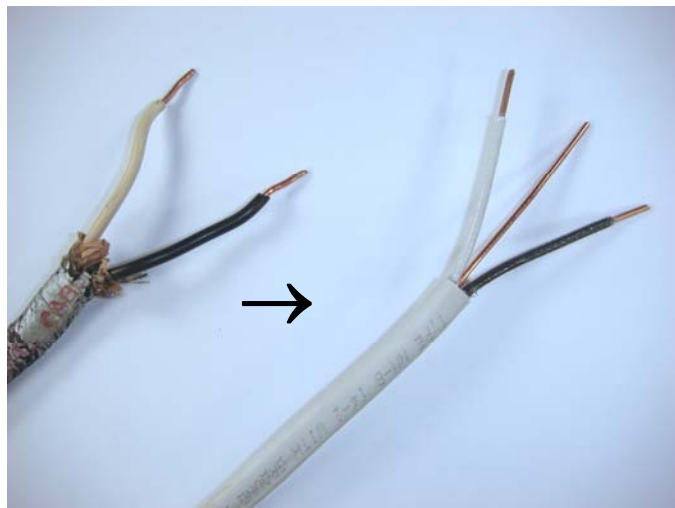
- 2) The three-prong outlet is replaced with a ground fault circuit interrupter (GFCI) outlet.



When installed properly, a GFCI outlet can protect other three-prong outlets on the same circuit but they must be marked with labels that read “GFCI PROTECTED OUTLET” and “NO EQUIPMENT GROUND”.

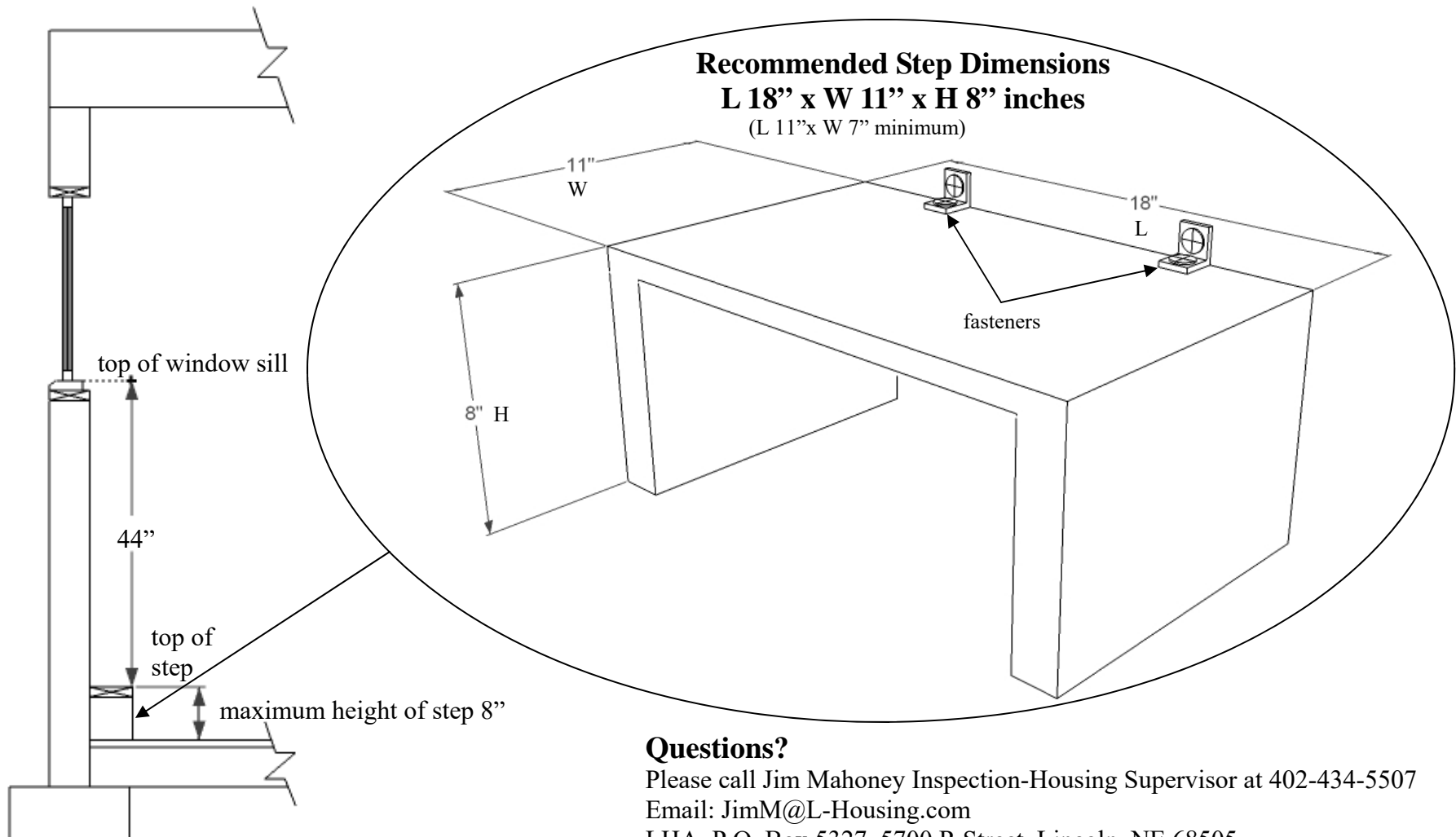


- 4) The two wire cable in the building is updated with new wiring that includes a ground wire.



## Egress Step Detail

Egress windows shall be no more than 44 inches from the floor. If a window is more than 44 inches from the floor, one or two steps must be provided to assist the tenant in escaping the unit in the event of a fire. The maximum height of a step is 8 inches and no more than two steps may be used. All steps must be securely fastened to the wall or floor. Steps must be large enough to provide an area for the tenant to stand on while they open the window. The following diagrams illustrate an example of a step that would pass an LHA inspection.



### Questions?

Please call Jim Mahoney Inspection-Housing Supervisor at 402-434-5507

Email: [JimM@L-Housing.com](mailto:JimM@L-Housing.com)

LHA, P.O. Box 5327, 5700 R Street, Lincoln, NE 68505

Amended 05/13/2011

Your building is licensed under the City of Lincoln Apartment Licensing Ordinance. A building official annually inspects the exterior and all common areas in your building. Inspection of the interior is done on a complaint basis. This brochure outlines the procedure to file a complaint and lists some of the common code violations.

## LANDLORD AND TENANT RESPONSIBILITIES

The City of Lincoln Housing Code and the Nebraska Landlord-Tenant Act require landlords to comply with the community's minimum housing codes concerning health and safety. The landlord must make all repairs to keep the premises in a fit and habitable condition; keep the common areas clean and safe; and maintain whatever facilities are supplied such as the furnace, plumbing and elevators.

Tenants also must comply with all community housing codes. They must keep the dwelling unit as clean and safe as conditions permit, dispose of garbage, keep the plumbing clean and use the electrical, plumbing, heating and cooling facilities in a reasonable manner.

## NO RETALIATION BY OWNER

An owner or his or her representative cannot retaliate against a tenant who complains of a housing code violation.

## MAINTENANCE REQUESTS

Do you have a maintenance request? First, contact your landlord or property manager. If the problem is not resolved in a timely fashion, then you may file a complaint.

## SUMMARY

The Housing Code enforcement process really requires the combined efforts of owners, tenants and the City working together to achieve the stated goal of providing safe housing.

This booklet is only a guide. For complete information consult the Lincoln Minimum Housing Code that has been adopted under Chapter 21 of the Lincoln Municipal Code.

## SOURCES

The Lincoln Minimum Housing Code is available at the Lincoln City Libraries.

This brochure may be downloaded from the City Web site at: [lincoln.ne.gov](http://lincoln.ne.gov)  
Keyword: Housing Codes

*This brochure was produced by the City of Lincoln Building and Safety Department and the Real Estate Owners and Managers Association (REOMA) of Lincoln, Nebraska. It may be freely reproduced.*

*Designed by Citizen Information Center 5/2005*

## A GUIDE TO LANDLORD & TENANT RESPONSIBILITIES



**BUILDING & SAFETY DEPARTMENT  
HOUSING CODE OFFICE**

555 South 10th Street  
Room 203  
Lincoln, NE 68508  
402 / 441-7785

## COMPLAINT PROCEDURE

This brochure outlines a complaint procedure for alleged code violations and lists common housing code complaints.

When something needs to be fixed or repaired in your apartment the first person to contact is your landlord or property manager.

If the problem is not addressed within a reasonable length of time you may call the Building and Safety Department's Housing Section at 402/441-7785.

When you call, a Housing Inspector will visit your home and determine if any code violations exist. If a code violation is found, your landlord or property manager will be notified and a deadline will be set for the repair of the violation.

## COMPLAINT PROCEDURE IN BRIEF

1. Contact your landlord. If no action - then:
2. Call Building and Safety at 441-7785.
3. A City Housing Inspector will visit your home.
4. Inspector will determine if violation exists.
5. Repair deadline will be set.

## OTHER RIGHTS and OBLIGATIONS

You may have other rights and obligations under the Nebraska Landlord and Tenant Law. If you are seeking legal advice you should contact an attorney. The Building and Safety Department cannot give you legal advice.

## INSPECTION CHECK LIST

*The following is a list of some of the most common items required by city code.*

### 1. Fire, Safety and Egress

Is there an approved exit from every sleeping room? Do basement bedrooms have approved exits? Are apartment entry doors onto common hallways self closing? Does your apartment have a smoke detector? Note: Neb. Rev. Stat. 81-5144(2) states: "The occupant shall be responsible for replacement of the battery. . . ."

### 2. Garbage and Rubbish

Is there an accumulation of garbage, litter and rubbish in your apartment? Is there an accumulation of garbage or debris on the grounds of the property?

### 3. Rodents and Insects

Is there evidence of rodents, roaches or other insects in your apartment? Are window screens provided between May 15th and October 1st to keep flies and mosquitoes out?

### 4. Building

Is the building structurally sound in all respects and provided with handrails, guardrails and a sound foundation?

### 5. Electrical

Are all switches, outlets, fixtures and surface-mounted conduits secure and in good repair? Does the bathroom, and kitchen contain at least one ceiling or wall light? Does each habitable room have at least two electrical outlets? Are extension cords being used?

### 6. Plumbing

Do plumbing fixtures drain properly and not leak? Are they clean, sanitary and operable?

### 7. Light and Ventilation, Windows and Doors

Does the bathroom have an exhaust fan or operable window? Is there adequate window area to provide the required light and ventilation in all rooms? Are the doors and windows working properly? Are they reasonably weather-tight?

### 8. Mechanical Systems and Appliances

Does the furnace supply adequate heat? Do the appliances provided by the owner work properly? Do all gas appliances have a gas shutoff valve within three feet of the appliance?

### 9. Rain and Ground Water Leaks

Does the roof, foundation, ceiling, floor or wall leak water?

### 10. Overcrowding and Occupancy

A single apartment may have no more than three unrelated people living in it. An apartment must have at least one room with at least 120 square feet. All sleeping rooms must have at least 70 square feet.

### 11. Combustibles

Are all combustible materials properly stored or separated from furnaces and water heaters?

### 12. Other Concerns and Common Areas

This is not a comprehensive list. If you have questions about other maintenance or safety issues in your apartment, the exterior of your building or the common areas, please feel free to call Building and Safety with your questions or concerns.