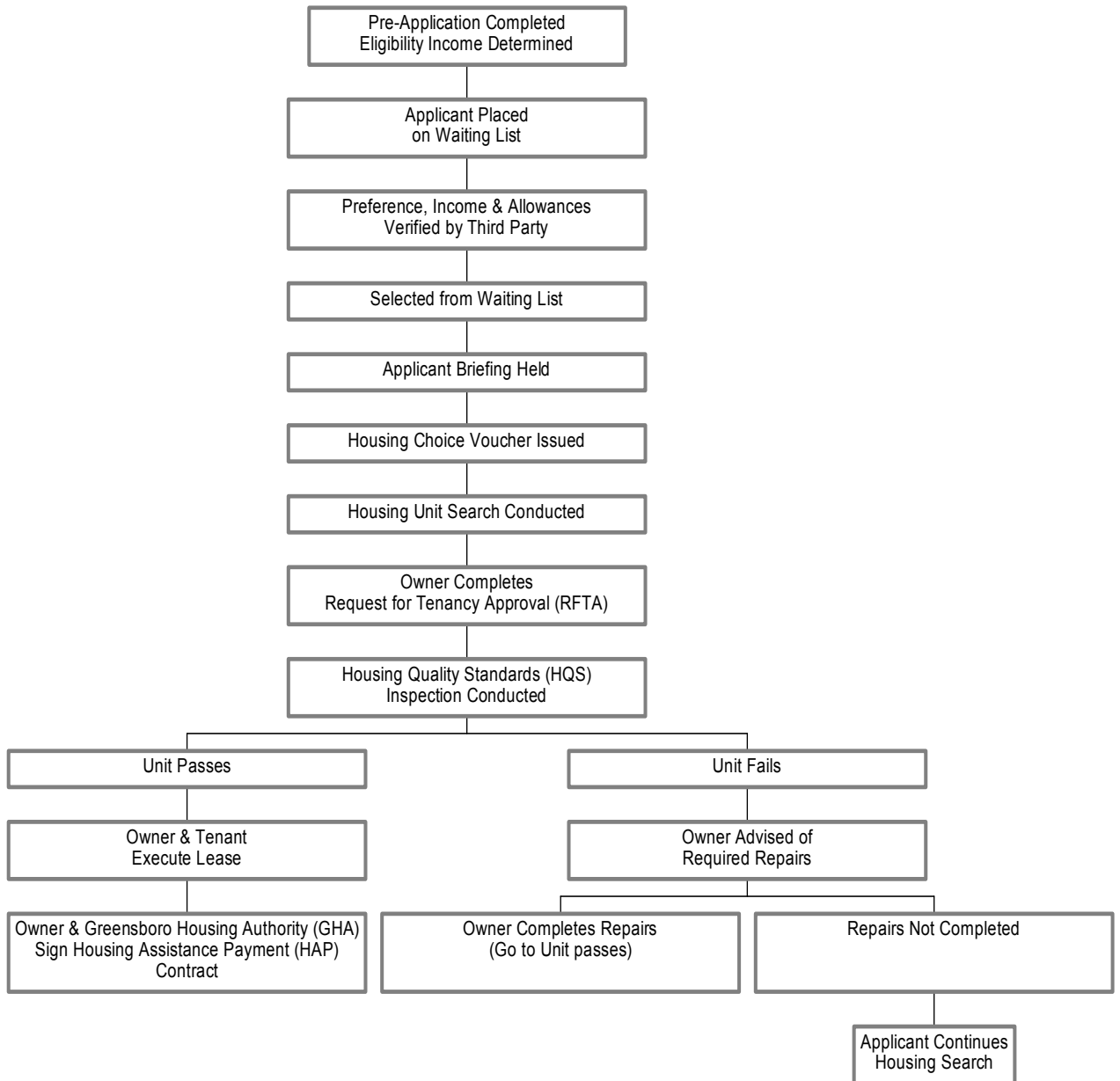


# **Housing Choice Voucher Program Landlord Handbook**

## **Table of Contents**

	<b>Page</b>
<b>Admissions At A Glance</b>	<b>2</b>
<b>I. Introduction</b>	<b>3</b>
<b>II. Fair Housing Policy Statement</b>	<b>3</b>
<b>III. Owner Outreach</b>	<b>4</b>
<b>IV. The Housing Choice Voucher Program</b>	<b>4</b>
<b>V. Eligibility</b>	<b>5</b>
<b>VI. Suitability</b>	<b>8</b>
<b>VII. Program Requirements</b>	<b>10</b>
<b>VIII. Lease Requirements</b>	<b>15</b>
<b>IX. Housing Assistance Payment (HAP) Contract</b>	<b>17</b>

# Housing Choice Voucher Program Admissions At A Glance



## I. INTRODUCTION

The Section 8 Tenant-based Rental Assistance Program was enacted as part of the Housing and Community Development Act of 1974. The program is now known as the Housing Choice Voucher Program (HCVP) and is funded through and monitored by the United States Department of Housing and Urban Development (HUD), and the Greensboro Housing Authority (**GHA**) is the administering agency. The program is designed to provide income eligible families the opportunity to live in safe, decent and sanitary housing. The program benefits the participant as well as the owner/agent of the leased housing unit by providing a rent subsidy that affords the participant the opportunity to seek better housing or remain in their existing decent, good-quality housing, and the owner/agent benefits because he/she is guaranteed payment, either full or partial, from the Greensboro Housing Authority (**GHA**).

**GHA** is currently allocated assistance for over two thousand families under the Housing Choice Voucher Program, and administers the program within Guilford County with the exception of the City of High Point.

Administration of the Housing Choice Voucher Program and the functions and responsibilities of **GHA** staff shall be in compliance with **GHA**'s Administrative Policy, its Equal Housing Opportunity Plan, HUD's Section 8 regulations and Existing Operations/Procedures Handbook (7420.7) where applicable, as well as all Federal, State and local Fair Housing Laws and Regulations.

## II. FAIR HOUSING POLICY STATEMENT

It is the policy of **GHA** to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, **GHA** shall not, on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, or disability, deny any family or individual the opportunity to apply for, or receive assistance under HUD's Housing Choice Voucher Program.

To further its commitment to full compliance with applicable Civil Rights laws; **GHA** will provide Federal/State/local information to voucher holders regarding "discrimination" and any recourse available to them should they feel they have been victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher - holder's packet.

**GHA** will maintain a list of available housing submitted by owners in all neighborhoods within **GHA**'s jurisdiction to ensure "greater mobility and housing choice" to very low-income households served by this agency.

### III. OWNER OUTREACH

**GHA** issues continuing invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan. On a continuing basis, **GHA** will welcome the participation of owners of decent, safe, and sanitary housing units.

- A.** The Housing Staff of **GHA** will continue to make personal contact in the form of formal or informal discussions or meetings with private property owners; program requirements will be explained and printed material offered to acquaint the owner/manager with the opportunities available under the program.
- B.** **GHA** maintains a list of interested landlords available for the Housing Choice Voucher Program and updates this list periodically. As inquiries from prospective new owners are called in, program staff will record the necessary information on units and make it available to prospective families.

### IV. THE HOUSING CHOICE VOUCHER PROGRAM

**GHA** provides rent subsidy to eligible very low-income families through the Housing Choice Voucher Program. HUD defines very low-income families as families whose combined income is fifty percent (50%) or less of the area median income.

Effective October 1, 1999, the Certificate and Voucher programs were merged to become the new **Housing Choice Voucher Program**. This new program creates greater flexibility for families by increasing housing choice. It has features of the previously authorized Certificate and Voucher programs plus the following new features:

#### **A. Payment Standards**

**The subsidy amount (Greensboro Housing Authority's portion) is based on a payment standard set by the Housing Authority anywhere between 90% to 110% of the HUD published Fair Market Rent (FMR).**

#### **B. Tenant Payment**

A family renting a unit below the payment standard pays as gross rent the highest of:

- 30% of monthly adjusted income or**
- 10% of gross monthly income or**
- Greensboro Housing Authority minimum rent (\$40)**

A family renting a unit above the payment standard pays the highest of:

- 30% of monthly-adjusted income**

**10% of gross monthly income  
Greensboro Housing Authority minimum rent (\$40)**

plus any rent above the payment standard.

**C. Maximum Initial Rent Burden**

**A family must not pay more than 40% of adjusted income for rent when the family first receives the housing choice voucher for occupancy of a particular unit. This new requirement applies for a family that initially receives assistance for occupancy of a unit and each time a participant moves to a new unit.**

**V. ELIGIBILITY**

To be eligible for participation, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by **GHA**.

HUD has four factors for eligibility:

- A. Family Composition**
- B. Income Limits**
- C. Provision for Social Security Numbers**
- D. Other criteria for Admission that relate to prior history on GHA's or any other federal program and criminal history**

**A. Family Composition**

The applicant must qualify as a family. A family may be a single person or a group of persons; a family includes a family with a child or children; a family includes a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.

A single person may be: an elderly person, a disabled person, a displaced person, or any other single person.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

1. **Head of Household:** The head of household is the person who is listed on the application as head; a family may not designate an elderly family member as head of household solely to qualify the family as an elderly household; or emancipated minor who qualifies under State law will be recognized as head of household.
2. **Live-In Attendants:** A family may include a live-in attendant who:

- a. Based on medical statement(s) required by **GHA**, is determined by **GHA** to be essential to the care and well being of the elderly, handicapped or disabled family member; and
- b. Is not obligated for the support of the elderly, handicapped or disabled member; and
- c. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member; and
- d. Will not be counted for purposes of determining income eligibility or rent; and
- e. May not be considered the remaining member of the tenant family.

Relatives are not automatically excluded from being care attendants but must meet the definition described above.

Live-in attendants will not qualify as the remaining member of a tenant family if the person they are attending is no longer a participant on the Housing Choice Voucher Program.

Family members of a live-in attendant may also reside in the unit provided doing so does not overcrowd the unit or property or create an undue financial burden, such as an increase in subsidy, due to the cost of additional bedrooms.

To determine whether a live-in attendant is "essential to the care and well being of the elderly, handicapped or disabled person," **GHA** will request third-party verification from a reliable medical source familiar with the needs of the applicant requesting **GHA's** approval of a live-in attendant. The request will seek precise information as to the services and time required by the applicant from the live-in attendant in order to enable the applicant to meet the lease requirements.

Reasonable accommodation will be made in the verification process for disabled persons.

3. **Family Unit:** It is possible to have what appears to be two families in the same household (such as a mother and father and daughter with her own family). If the family applies as a family unit, they shall be treated as a family unit.

## **B. Income Limitations**

To be income eligible, the applicant must be either a **Very-Low Income** family or a **Low-Income** family in any of the following categories:

1. Continuously Assisted – An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program

when the family is admitted to the Housing Choice Voucher Program. The 1937 Act programs include the Public Housing program and the entire Section 8 project and tenant-based programs (as well as the old Section 23 leased housing and Section 23 housing assistance payment programs). The family will be considered to be assisted continuously in these programs if they have experienced an interruption in assistance of less than 120 days between assisted occupancy of one unit and assisted occupancy of the unit for which they will be assisted.

2. A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511
3. A low-income, non-purchasing family residing in a HOPE 1 or HOPE 2 project
4. A low-income, non-purchasing family residing in a project similar to a home ownership program under 24 CFR 248.173

<b>Guilford County's 2002/2003 Low-Income Limits</b>	
<b>Number of Family Members</b>	<b>Maximum Annual Gross Income</b>
<b>1</b>	<b>\$19,650</b>
<b>2</b>	<b>\$22,450</b>
<b>3</b>	<b>\$25,250</b>
<b>4</b>	<b>\$28,050</b>
<b>5</b>	<b>\$30,300</b>
<b>6</b>	<b>\$32,550</b>
<b>7</b>	<b>\$34,800</b>
<b>8</b>	<b>\$37,050</b>

**C. Provision for Social Security Numbers**

All family members age 6 and over are required to disclose Social Security numbers prior to admission, or to continue eligibility, if they have been issued a number by the Social Security Administration. An individual cannot be required to apply for a Social Security number. If the family member has not been issued a Social Security number, they must sign a certification to that effect.

**D. Other Criteria for Admission**

Other criteria that must be met in order for an applicant to be determined eligible for assistance under the Housing Choice Voucher Program.

1. Families whose Total Tenant Payment, computed in accordance with the federal regulations, does not exceed the Payment Standard as set by the Housing Authority for the family's eligible voucher size;
2. The family must have left any previous tenancy under the Housing Choice Voucher Program without being in violation of a family obligation under its Certificate of Family Participation or Housing Voucher;
3. The family must not have committed fraud in connection with any federal housing program;
4. Families who have been evicted from federally assisted housing for engaging in drug activities within the past 60 months will be denied admission (including but not limited to Public Housing and housing subsidized under the Certificate and Voucher programs);
5. The family must have paid any outstanding debt owed **GHA** or another PHA arising out of any previous tenancy in Public Housing or the Certificate or Voucher programs.
6. The family must not have engaged in drug-related criminal activity or violent criminal activity or any Federal "One Strike Policy" act violation. Any arrests for drug-related criminal activity or "One Strike" violations by any family member within the past five (5) years will result in denial of assistance.

## **VI. SUITABILITY**

**GHA** certifies a family as eligible for the Housing Choice Voucher Program based on the eligibility requirements as stated above. **The screening of the family, as to suitability as a tenant, is the landlord's responsibility.** The screening procedure used by the landlord must be the same as that used for unassisted tenants. If requested, **GHA** will furnish the landlord the current address of the family, and the names of current and prior landlords. **It is the responsibility of the owner to screen the prospective tenant using factors such as criminal report, credit report, prior rent paying history, outstanding debts owed to previous owners, history of damage to rental properties, and employment.**

Once **GHA** has determined that the prospective tenant is eligible for the Housing Choice Voucher Program and has verified all necessary documentation, the family is issued a new Housing Choice Voucher. **It should be pointed out that the Housing Authority has determined eligibility for assistance, not suitability as a tenant.** Under the federal "One Strike Policy", **GHA** is required to run criminal background checks on all applicants. It can be assumed, if a family comes to a landlord with a voucher, that they are eligible for the program and have been screened as to their criminal background only. The tenant is issued the following documents that must be completed and understood fully before signing a lease with the landlord:

- A. New Housing Choice Voucher** (Exhibit 1) is the documentation that the family has met program requirements, is eligible to receive housing assistance and agrees to the terms

and conditions of the program. The family has sixty (60) days in which to find and lease an appropriate-sized decent, safe and sanitary unit.

**B. Request for Tenancy Approval (RFTA) - (Exhibit 2)** When the family finds a unit and the owner is willing to lease the unit under the program, the family will submit the Request for Tenancy Approval together with a copy of the proposed lease. **GHA** uses the information to determine if the family is eligible, if the unit is eligible and if the lease complies with program and statutory requirements. You **must** list:

1. Date on which you and the tenant wish the lease to begin,
2. Number of bedrooms in the unit;
3. Year constructed;
4. Type of unit;
5. Who is responsible for utilities;
6. Type of utilities being paid by the tenant/owner;
7. Requested rent for the unit; and
8. Amount of the Security Deposit.
  - a. The owner may collect a security deposit from the tenant based on private market practice. **GHA** will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.
  - b. The security deposit may be used by the owner, upon tenant move-out and in accordance with local laws, for any unpaid tenant rent, damages or other charges the tenant may owe under the lease.
  - c. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. If any money is left in the deposit, it must be refunded to the tenant.
  - d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant, **not the Greensboro Housing Authority.**

The prospective tenant will bring the Request for Tenancy Approval and an unsigned copy of the lease **GHA** for approval. **The landlord and tenant are not to negotiate a lease at this time. GHA will not give approval of the lease until it has been determined that the unit meets all program requirements:**

## VII. PROGRAM REQUIREMENTS

### A. Unit

1. **Eligible Housing** - The types of housing that are eligible for the program are apartments, single-family homes, townhouses, condos, duplexes, manufactured housing, manufactured home space rentals, house boats and shared housing.
2. **Ineligible Housing** - The types of housing that are ineligible for the program are any units outside Guilford County, housing owned by the family to be assisted, housing owned by those who are prohibited from participation due to conflict of interest, nursing homes, any penal or medical facility or institution, rooming or boarding houses and units assisted under any other Federal, State or local housing subsidy. This does not prohibit renting a unit with reduced rent because of a tax credit.
3. **Housing Owned by Relatives** - Effective June 7, 1998, **GHA** may not approve a unit for lease if the owner is the parent, child, grandchild, sister or brother of the voucher holder who is seeking to rent the unit. **GHA**, however, could still approve the unit for lease if it determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

### B. Housing Quality Standard Inspection - (Exhibit 3)

1. **Bathroom Sanitary Facilities:** Performance Requirement #1 - The dwelling unit must include sanitary facilities located in the unit. They must be in proper operating condition, adequate for personal cleanliness, disposal of human waste and private. Acceptability Criteria #1 – The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The washbasin must have hot and cold running water in proper operating condition and have a sink trap. The unit must have a shower or tub with hot and cold running water in proper operating condition. The unit must have an approvable public or private disposal system (a locally approvable septic system is acceptable).
2. **Kitchen, Food Preparation and Refuse Disposal:** Performance Requirement #2 - The unit must have suitable space and equipment to store, prepare and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including temporary storage where necessary. Acceptability Criteria #2 - The unit must have an oven, stove or range and a refrigerator of appropriate size for the family and in good working condition, supplied by either the owner/landlord or the tenant. **A microwave oven may be substituted for a tenant-supplied oven/range. A microwave oven may be substituted for an owner-supplied oven/range if the tenant agrees and microwave ovens are furnished instead of oven/range to both subsidized and unsubsidized tenants in the building (multi-family).** The unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water, and the sink must drain

- into an approvable public or private system. The unit must have space for storage, preparation and serving of food.
3. ***Space and Security:*** Performance Requirement #3 - The unit must provide adequate space and security for the family.  
Acceptability Criteria #3 - At a minimum, the unit must have a living room, kitchen area and a bathroom. The unit must have at least one bedroom or 1 living/sleeping room for each two persons. Children of the opposite sex over the age of 6 are not required to occupy the same bedroom or living/sleeping room. Windows that are accessible from the outside must be lockable. **Windows that are nailed shut are not acceptable.** The exterior doors must be lockable.
  4. ***Thermal Environment:*** Performance Requirement #4 - The unit must have and be capable of maintaining a thermal environment healthy for the human body.  
Acceptability Criteria #4 - There must be a safe system for heating the unit safe cooling system, where present). The system must be in proper operating condition and must be able to provide adequate heat (and cooling, if applicable) either directly or indirectly to each room to assure a healthy living environment appropriate to the climate. **The unit must not contain unvented room heaters that burn gas, oil or kerosene.** Electric heaters are acceptable (bathroom electric heaters must be installed in the ceiling).
  5. ***Illumination and Electricity:*** Performance Requirement #5 - Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The unit must have sufficient electrical sources for occupants to use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.  
Acceptability Criteria #5 - There must be at least one window in the living room and each sleeping room. The kitchen and bathroom must have a permanent ceiling or wall light fixture and the kitchen must have at least one electrical outlet in good operating condition. The living room and each sleeping room must have at least two electrical outlets in good operating condition. Permanent overhead or wall mounted light fixtures may count as one of the required outlets.
  6. ***Structure and Materials:*** Performance Requirement #6 - The unit must be structurally sound, must not present any threat to the health and safety of the occupants, and must protect them from the environment.  
Acceptability Criteria # 6 - The ceilings, walls and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts or other serious damage. The roof must be structurally sound and weather tight. The exterior walls must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and

external stairs, halls, porches, walkways, etc. must not present a tripping or falling hazard. (i.e. broken , missing steps or loose boards are not acceptable).

7. **Interior Air Quality:** Performance Requirement #7 - The unit must be free of pollutants in the air at levels that threaten the health of the occupants.  
Acceptability Criteria #7 - The unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel, gas, dust and other harmful pollutants. There must be adequate air circulation in the unit. Bathrooms must have one open window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window, and if it is designed to be opened, it must work. **Units without air conditioning must have screens on windows that are able to be opened.**
8. **Water Supply:** Performance Requirement #8 - The water supply must be free from contamination.  
Acceptability Criteria #8 - The unit must be served by an approved public or private water supply that is sanitary and free from contamination.
9. **Lead-Based Paint:** Performance Requirement #9 - The Lead-Based Paint Poisoning Prevention Act, establishing procedures to eliminate, as far as practicable, the hazards of lead-based paint poisoning for units assisted under the Housing Choice Voucher Program must be implemented. Units that do not apply to this section are "O" bedroom units, units certified by a qualified inspector to be free of lead-based paint or units designated exclusively for the elderly.

***Requirements for pre- 1978 units with children under 6:***

If the unit was constructed prior to 1978 and is occupied by a family with a child under the age of 6, the initial inspection and each periodic inspection must include a visual inspection for defective paint surfaces. (Defective paint surfaces are surfaces on which paint is cracking, scaling, chipping, peeling or loose). If defective paint surfaces are found, they must be treated in the following way:

- a) The paint must be covered or removed in accordance with the following requirements: Shall be treated if the total area of defective paint on a component (walls, window sills, doors, baseboards or floors) is:
  - More than 10 square feet on an exterior wall;
  - More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors and interior walls; or
  - More than 10 percent of the total surface area on an interior or exterior component with a small surface area including, but not limited to, windowsills, baseboards and trim.

b) Treatment of the defective surfaces must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent the treatment of the defective surfaces, within the 30 days, treatment may be delayed for a reasonable time as established by **GHA**.

- Acceptable methods of treatment are: Removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum and abrasive sandblasting with HEPA vacuum. The surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
- Prohibited methods of removal are: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting and dry scraping, except around electrical outlets or when treating defective paint spots no more than two square feet.
- All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as tri-sodium phosphate or an equivalent solution. Waste and debris must be disposed of in accordance with all applicable federal, state and local laws.
- The owner must take appropriate action to protect residents and their belongings from hazards associated with the treatment procedures.
- Prior to execution of the HAP contract, the owner must inform **GHA** and the family of any knowledge of the presence of lead-based paint on the surfaces of the unit. This is done through a certification signed by the owner/landlord.

10. **Access:** Performance Requirement #10 - The unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as egress through windows).

11. **Site and Neighborhood:** Performance Requirement #11 - The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety and general welfare of the occupants. Acceptability Criteria #11 - The site and neighborhood may not be subject to serious adverse environmental

conditions, natural or man-made, such as dangerous walks or steps; instability; flooding; poor drainage; septic tank backups or sewage hazards; excessive noise; vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

12. **Sanitary Condition:** Performance Requirement #12 - The unit and its equipment must be in sanitary condition.

Acceptability Criteria #12 - The unit and its equipment must be free of vermin rodent infestation (pest control contracts are advisable).

13. **Smoke Detectors:** Performance Requirement #13 - Each unit must have at least one battery-operated or hard-wired smoke detector in proper operating condition on each level of the unit. The smoke detectors must be installed in accordance with and meet the requirements of the NFPA. If the unit is occupied by any hearing impaired person, smoke detectors must have an alarm system designed for hearing impaired persons.

**C. Lease and Tenancy Addendum**

A copy of the proposed lease is to be submitted to the Housing Authority along with the Request for Tenancy Approval. The lease must be approved by **GHA**. Owners use their own lease, but must have the HUD Tenancy Addendum (Exhibit 4), provided by **GHA**, as part of the lease.

**D. Rent Reasonableness**

Under the Housing Choice Voucher Program, the contract rent for the unit is based on rent reasonableness. The maximum subsidy is determined by using the Payment Standard for the appropriate bedroom size for the family or the size of the unit chosen, whichever is lower, before calculating the tenant’s rent portion.

The benefit of using a payment standard to set the maximum subsidy is that it allows the family to choose to rent a unit that exceeds the Fair Market Rent (FMR). However, families that rent units in excess of the payment standard will be paying more than 30% of their incomes for rent. The applicable payment standards for 2002/2003 are:

<b>Bedroom Standard</b>	<b>2002/2003 Payment Standard</b>
0	\$472
1	\$538
2	\$640
3	\$883
4	\$897
5	\$956

After **GHA** has reviewed the Request for Tenancy Approval (RFTA), an unexecuted copy of the lease, including the HUD prescribed Tenancy Addendum (TA), conducted an inspection and passed the unit, and determined the requested "Contract Rent" to be reasonable, **GHA** will approve the assisted tenancy.

If the proposed, unexecuted lease does not conform with the tenancy addendum requirements, **GHA** will explain the problems to the owner and suggest how they may be corrected by a specific date (this is usually within seven (7) working days). This does not include HQS approval or disapproval which will only be done after the owner is given a reasonable period to make the repairs.

**GHA cannot, under any circumstances, approve a lease where an owner has:**

1. Been debarred, suspended, or subject to a limited denial by HUD;
2. An administrative or judicial action for violation of the Fair Housing Act or other Federal Equal Opportunity requirements;
3. Violated obligations under a Housing Assistance Contract;
4. Committed fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing Program;
5. Engaged in drug-related or violent criminal activity;
6. Refused or has a history of refusing to evict families for drug-related or violent criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants;
7. A history of non-compliance with HQS; and
8. Unpaid State or Local real estate taxes, fines or assessments.

### **VIII. LEASE REQUIREMENTS**

The landlord and tenant must enter a written lease for the unit. The lease must be executed by the owner and the tenant. If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed Tenancy Addendum). If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease (plus the HUD-prescribed Tenancy Addendum). If there is a conflict between the Tenancy Addendum and any other provisions of the landlord's lease, the provisions in the Tenancy Addendum shall prevail.

**A. Prohibited Lease Provisions:**

1. Agreement by the tenant to be sued, to admit guilt, or to agree to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant or a court decision on the rights of the parties. **The owner may, however, dispose of property left in the unit after move-out in accordance with the State of North Carolina laws;**
3. Agreement by the tenant not to hold the owner or his/her agent legally responsible for any action or failure to act, whether intentional or negligent;
4. Agreement by the tenant that the owner may bring a lawsuit against the tenant without proper notice;
5. Agreement by the tenant that the owner may evict the tenant/household without instituting a civil court proceeding;
6. Agreement by the tenant to waive any right to appeal a court decision in connection with the lease,
7. Agreement by the tenant to waive any right to a trial by jury; and
8. Agreement by the tenant to pay the owner's attorney fees and other legal costs even if the tenant wins in a court proceeding. (This does not preclude the tenant from costs if they lose).

**B.** The lease 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.

**C.** The lessor must comply with State and Local laws and provide for due process in eviction cases.

**D.** The initial term of the lease must be for at least one year. The Housing Authority may approve an initial lease term of less than one year if it determines that the shorter term will improve housing opportunities for the family.

**E.** The lease must provide for automatic renewal after the initial term either by:

1. Automatic renewal for successive definite terms (month to month or year to year);  
or
2. Automatic indefinite extension.

F. After the initial term of the lease, the lease can be terminated if:

1. Owner terminates the lease with proper notice (60 days for any reason other than eviction);
2. Tenant terminates the lease with proper notice (no more than 60 days required, usually 30 days);
3. Owner and tenant agree to terminate the lease;
4. **GHA** terminates the HAP Contract; or
5. **GHA** terminates assistance for the family. All lease terminations, whether by the landlord or tenant, must be given to **GHA** at the same time it is given to the other party;
6. After the initial term of the lease, any new lease or revisions must be approved in advance by GHA.

#### **IX. HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT (Exhibit 5)**

After the lease has been approved, the unit passes HQS and the Request for Tenancy Approval has been authorized, the HAP contract should be executed at the same time that the lease is executed between the owner and the tenant. The HAP contract must be executed no later than sixty (60) calendar days from the beginning of the lease term. The Housing Authority will not pay any HAP payments to cover the portion of the lease term before the execution of the HAP contract, provided it is executed within the 60 calendar day period. **Any HAP contract executed after the 60 calendar day period will be void and no HAP payments will be paid to the owner.** The term of the HAP contract begins on the first day of the term of the lease and ends on the last day of the term of the lease.

##### **A. HAP Payments**

HAP payments will only be paid during the term of the HAP contract and while the family is residing in the unit. The HAP payments terminate when:

1. Lease is terminated by the owner in accordance with the terms of the lease; (if an eviction process has commenced and the family continues to reside in the unit, **GHA** will continue to make HAP payments to the owner until a court judgment or other process has been obtained, allowing the owner to evict the tenant and the family is out of the unit);
2. Lease terminates;

3. HAP contract terminates; or
4. **GHA** terminates assistance for the family.

## **B. Owner Responsibilities**

When the family moves out of the unit, **GHA** will not make any HAP payment to the owner for any month after the family moves out. The owner may keep the HAP payment for the month when the family moved out of the unit (i.e. a family moves on the 10th of the month, the owner may keep the HAP payment for the whole month).

Under the HAP contract, the owner, tenant and **GHA** have certain obligations and responsibilities. The owner's obligations and responsibilities include:

1. The owner must maintain the unit in accordance with HQS:
  - a) **GHA** will not make any HAP payments for a unit that fails HQS unless the owner corrects the deficiencies noted on the inspection sheet within the specified time given by **GHA**. The corrected deficiencies must be verified by **GHA** before the HAP payments will resume. If a defect is life threatening, the owner must correct it within 24 hours.
  - b) The owner is not responsible for a breach in HQS that is caused by the family, but **GHA** may terminate assistance to the family for the breach, which will also terminate the HAP contract.
2. The owner is responsible for all management and rental functions for the unit, including:
  - a. Complying with Equal Opportunity Requirements;
  - b. Preparing and furnishing to GHA, information required under the HAP contract;
  - c. Collecting the security deposit and the tenant's monthly contribution toward rent;
  - d. Collecting charges for unit damage by the family;
  - e. Enforcing tenant obligations under the lease; and
  - f. Paying for utilities and services supplied by the owner and for provisions or modifications for reasonable accommodation for the disabled and persons with disabilities

### **C. Greensboro Housing Authority Responsibilities**

**GHA's** obligations under the HAP contract include:

1. Inspecting the unit, at least annually, to assure that the unit meets HQS; conducting supervisory quality control HQS inspections;
2. Inspecting the units upon complaints received by the family in respect to HQS;
3. Notifying the owner of all deficiencies notated on inspections; and
4. Pay the HAP payment promptly when due (the owner may charge a late fee to **GHA** in accordance with state or local law if the HAP payment is not paid in a timely manner).

### **D. Tenant Responsibilities**

The family obligations under the HAP contract are:

1. The family must supply any information that **GHA** or HUD determines is necessary for the administration of the program;
2. The family must supply any information requested by **GHA** for use in regularly scheduled reexaminations of family income and composition;
3. The family is responsible for an HQS breach caused by them (i.e. not paying utilities that are tenant purchased);
4. The family must allow **GHA** to inspect the unit at reasonable times and after reasonable notice;
5. The family may not commit any serious or repeated violation of the lease;
6. The family must notify the owner and **GHA** before moving out of the unit;
7. The family must promptly give **GHA** a copy of an owner eviction notice,
8. The family must use the unit for its only residence;
9. The composition of the family residing in the unit must be approved by **GHA**;
10. The family must promptly notify **GHA** of any members moving in or out of the unit;

11. The family must not sub-lease the unit;
12. The family must not own or have any interest in the unit;
13. The members of the family must not commit fraud or any criminal act in connection with the program; and
14. The members of the family may not engage in drug-related criminal activity or violent criminal activity.

**E. Owner Breach of Contract**

The HAP contract is considered breached by the owner when:

1. The owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance to HQS;
2. The owner has violated any obligation under any other HAP contract;
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal program;
4. The owner has engaged in drug-related or violent criminal activity; or
5. The owner refuses or has a history of refusing to evict families for drug-related or violent criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants

**F. GHA Termination of HAP Contract**

The Housing Authority may terminate the HAP contract if:

1. **GHA** determines there is insufficient funding to support continued assistance to the family;
2. 180 calendar days have passed since the last HAP was paid on the unit;
3. The family violates any family obligations under the program;
4. The family breaches an agreement with **GHA** to pay amounts owed to the **GHA**;  
or
5. The family has engaged in or threatened abusive or violent behavior towards **GHA** personnel.