

**Welcome to the Housing Authority of the City Pittsburgh (HACP)  
Housing Choice Voucher Program**

We are excited to have you join the HACP in meeting the housing needs of families in our community. This handbook will help you be a successful landlord with the Housing Choice Voucher Program. We hope that you find it useful and will refer to it often.

This packet has been designed to provide you with an introduction to the Housing Choice Voucher Program and tenant and landlord responsibilities, as well as with tips to being a successful landlord in our program and beyond. Please use the Table of Contents listed to the left of this page to guide you through the packet. Once you have reviewed all of the information, please feel free to contact a member of our Landlord Outreach Team with any questions you may have:

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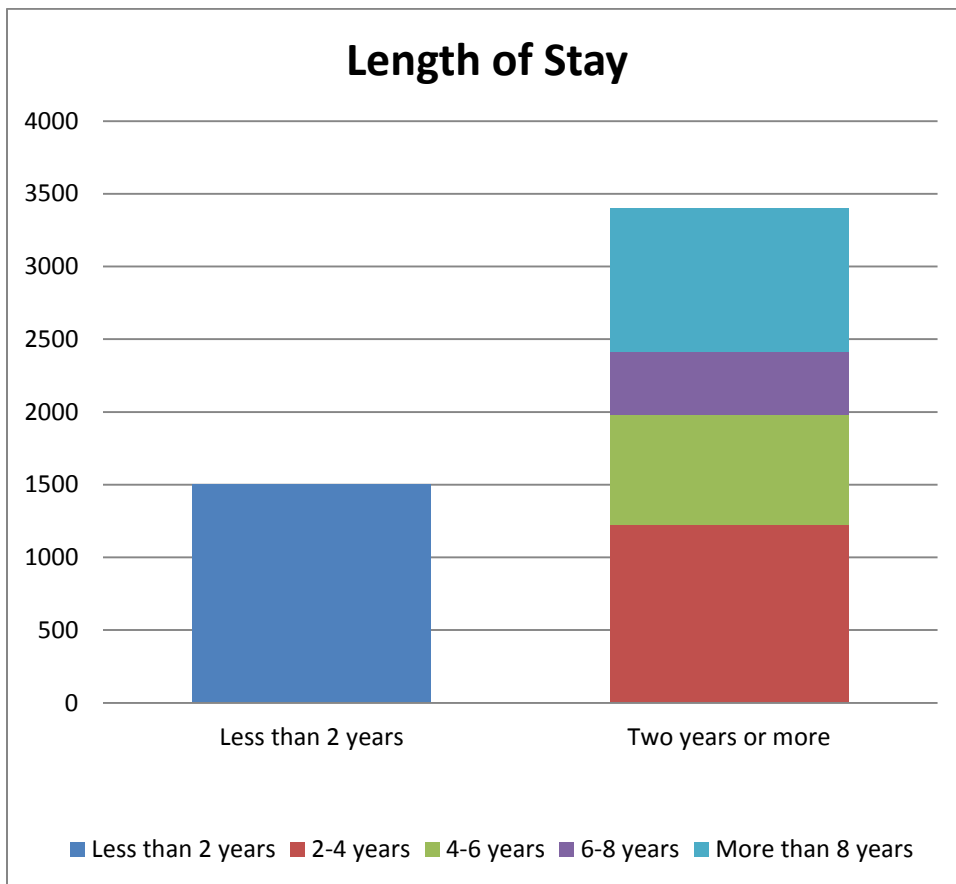
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## What is the Housing Choice Voucher Program? How does it help families?

The Housing Choice Voucher (HCV) Program, the nation's largest rental assistance program, helps low-income families, the elderly and the disabled rent decent, safe and sanitary housing units in the private market. Each year, HCV's help lift more than one million people out of poverty, and give families the opportunity to move to safer, less poor neighborhoods. The program offers a number of benefits to participating families, as well as communities as a whole, including:

- Reducing homelessness;
- Increasing housing stability;
- Reducing poverty;
- Helping low-wage workers make ends meet;
- Giving families access to safer neighborhoods with better schools and opportunities;
- Allowing senior citizens and disabled individuals to live independently;
- Reducing costs in health care and other public services.

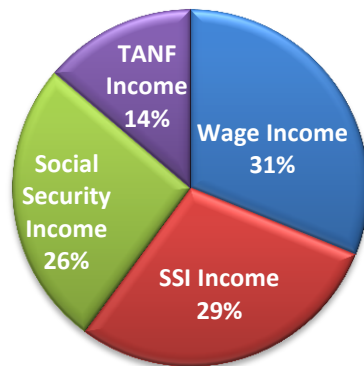


*Nearly 70% of HACP's HCV program participants remain in their rental housing unit for 2 or more years.*

### Who receives HCV program assistance?

The Housing Authority of the City of Pittsburgh’s (HACP) HCV Program provides rental assistance to individuals and families, as well as senior citizens and people with a disability. Thirty-one (31%) percent of our program families are employed, and senior citizens and disabled individuals account for more than half of our participants. More than 200 of the adults involved with our program attend school full-time.

**HCV Household  
Source of Income**



### How does a Housing Choice Voucher work?

The HCV program was designed to expand housing choices for low-income families by allowing them to search for rental housing in the private market. Once a low-income family is invited to participate in the program, the HACP issues that family a housing voucher. The voucher identifies the size of unit the family qualifies for, as well as the maximum amount of monthly rent the family can afford to pay. Using the voucher information as a guideline, the voucher holder then searches for a rental unit that best matches their family’s needs. After they find a unit and secure a lease, the family is responsible for paying part of the rent, and the rest of the rent is paid directly to the landlord by the HACP.

### Are there any special qualifications for becoming a HCV program landlord?

No, any landlord willing to work within the guidelines of the HCV Program can rent their unit to program participants.

## Why should I become a Housing Choice Voucher Program Landlord?

The HCV program offers a number of benefits for participating landlords:

- **Reasonable Rents:** You may charge rent based upon what your property is worth with respect to quality, location and amenities.
- **Prompt Payment:** The HACP payments are made within the first 10 days of each month.
- **Property Marketing Service:** Free apartment rental listing service is offered to anyone interested in participating. Simply call our office at (412) 456-5090 and request that your property be advertised. *It's that simple!*
- **Tenant Screening:** The HACP conducts criminal background checks on potential applicants. We know that this is important to the landlord and is necessary to maintain program integrity. We encourage owners to conduct additional screenings, such as credit and other background checks.
- **Lease Preparation:** The HACP will handle nearly all of the paperwork needed to lease your property. This will include a lease agreement between you and your tenant, and a contract between you and the HACP. *You may also choose to use your own lease when renting your apartment.*

## I want to become a HCV Program landlord. What happens next?

Renting your unit through the HCV Program is similar to renting in the private market with a few extra steps:

- STEP 1:** Advertise your rental unit as you normally would (*but don't forget about our free listing service!*). **You then select a tenant who is qualified, eligible and acceptable to you.** You may do any screening or background checks that you normally conduct, such as those relating to credit and/or housekeeping.
- STEP 2:** **You and your potential tenant will complete a Request for Tenancy Approval (RFTA) form and a few other documents.** The HCV Program tenant will provide you with these forms that are *to be completed by both you and the tenant*. Proof of paid real estate taxes and water and sewage must accompany the RFTA at the time of submission.
- STEP 3:** **The HACP will inspect the property.** After the tenant returns the completed RFTA to the HACP, a representative will contact you within a few days to schedule the inspection. *Inspection usually takes place within two weeks.* If repairs are needed, time is given to complete them.

**STEP 4:** Lease/contract documents will be executed. The HACP will produce, and arrange for you to sign, all documents (in person or by mail) once the property is approved. *Generally, the initial lease term will be for one year.*

**STEP 5:** Payment will be made by the HACP, directly to you *within the first 10 days of the month.* Payments begin as soon as all documents are signed.

### **Are there any advantages to using HACP's property marketing service?**

Well, it is free for you! Also, we advertise available units directly to our program participants through our website and in our offices. We always have HCV families searching for a place to live, so by advertising with the HACP, your available units will not be vacant for very long.

### **I have met with a HCV program family that I think would be good tenants. Can I ask them for an application fee or security deposit?**

Yes. You may treat HCV program families as you would any other potential tenant. This includes asking for an application fee to cover the cost of a credit check; checking past landlord references; and, if you decide to enter into a rental contract with the family, collecting a security deposit. *The HCV family is responsible for all of those fees.*

### **The family passed the background screening and I would like to offer them a rental contract. How does this work?**

You would enter into a rental lease agreement with the HCV family just as you would with any other tenant. You and the HCV participant would then jointly complete, and sign, the *Request for Tenancy Approval (RFTA)* form. The program participant then returns the signed RFTA, along with a copy of your proposed lease agreement, to the HACP for approval.

### **What is a RFTA?**

The Request for Tenancy Approval form, or RFTA, collects information that the HACP uses to determine if the proposed rental unit is eligible for inclusion in our program, the lease is approvable and the rent to be charged by the owner is reasonable and affordable for the voucher family.

## What is an eligible property?

In general, HCV families may choose any available rental unit on the market including single-family homes, townhouses, apartments and mobile home (if permanently tied down to the lot). Program participants may **NOT** use their housing voucher assistance for:

- Public housing units;
- A unit receiving Section 8 project-based assistance;
- Nursing homes;
- Board or care homes;
- Permanent care facilities;
- College/school dormitories; or
- Units on the grounds of penal, reformatory, medical, mental or other similar public/private institutions.

In addition, *HCV program participants **MAY NOT** use their voucher to rent a unit that is occupied by the property owner or a unit that is owned by a relative.*

## How much can I charge for rent on my unit? How do I know if it's reasonable?

While there are no maximum rent limits under the Housing Choice Voucher Program, owners are expected to charge a reasonable market rent for their unit based upon its size, location and amenities. A reasonable rent is defined as one that does not exceed the rent charged for comparable, unassisted units in the same market area. Owners are not permitted to charge more for assisted units than for comparable units on the premises.

To help you set a reasonable rent for your rental property, please refer to the Voucher Program Payment Standards table below. The Voucher Payment Standard, or VPS, is the maximum monthly housing assistance payment for the family each month (before deducting the total amount the family will be responsible for paying). Each year, the HACP establishes VPS levels for different types and sizes of units and they vary depending upon which utilities HCV tenants are required to pay. For a full listing of the 2018 VPS, please refer to page 18 of this guide.

**Housing Authority of the City of Pittsburgh  
2018 HCV Program Payment Standards**

Bedroom Size	Eff.	1	2	3	4	5
<b>Gross Rent</b>	\$657	\$777	\$978	\$1,213	\$1,341	\$1,542

**Can I ever increase the amount of rent I ask for the apartment?**

Of course. After the initial lease/contract term expires, you may request a rent increase in accordance with your lease terms. You must submit a **Rent Increase Request** form to the HACP *no later than 120 calendar days prior to the first day of the anniversary month of the Housing Assistance Payment contract* (explained later in the handbook). In addition to the Rent Increase Request form, *you must submit rent comparables for three (3) similar type units in your area.*

The table below provides you with Rent Increase Request due dates:

Anniversary Month	Date Rent Increase Must Be Received by HACP
January	September 2
February	October 3
March	November 1
April	December 2
May	January 1
June	February 1
July	March 2
August	April 2
September	May 3
October	June 2
November	July 3
December	August 2

### **Does the HACP pay the full amount of monthly rent?**

No. Each family receiving assistance through the HCV Program is required to pay 30% - 40% of their monthly adjusted gross income toward their rent. The HACP pays the difference between the family share and the contracted rental amount.

### **You mentioned inspections. Why does the HACP complete them?**

The goal of the HCV program is to provide “**decent, safe and sanitary**” housing at an affordable cost to low-income families. **Housing Quality Standards** help HUD and local Public Housing Authorities accomplish that goal by defining “standard housing” and establishing the minimum quality criteria necessary for the health and safety of program participants. All HCV housing units must meet these federal housing quality standards in order to participate in the HCV program.

To help you prepare your rental unit for the HQS Inspection, we have included a list of the most common HQS violations, as well as Pre-HQS Self-Inspection Checklist, at the end of this packet.

### **When can I expect my first inspection to occur and what is the process?**

HACP will complete the initial inspection, and notify the owner and family of the outcome, **within 15 days of receiving the completed RFTA**. Inspections will be scheduled Monday—Friday between 8:00 AM and 7:00 PM. *Both the owner and the voucher holder must be present for the initial inspection.*

### **Will my property only need to pass a HQS inspection once?**

No. Inspections are conducted annually to ensure the property is well maintained. Only a voucher family member is required to be present during annual inspections.

**Emergency inspections will also be completed if HACP is notified of a ‘life threatening condition’.** Life threatening conditions include: natural gas leaks, a non-functioning toilet, or major plumbing issues such as flooding.

### **What happens if my unit does not pass inspection?**

If any HQS violations are identified during the inspection, the owner will notified of the problems and be given a time frame to correct them. If requested by the owner, the time frame for fixing the problems may be extended for good cause (e.g., extreme weather conditions).



Once the owner notifies the HACP that the HQS violations have been repaired, the HACP will schedule a reinspection of the unit within 10 business days of that notification.

Should the unit fail the HQS reinspection, or the repairs have not been made by the deadline, *the HACP will place the unit under abatement and withhold one-half month's HAP payment for each 15-day period beyond the repair deadline the inspection issues are not repaired.*

### You keep talking about HAPs. What are they?

**Housing Assistance Payments**, or HAPs, are the portion of the monthly rent that the HACP is responsible for covering. The HAP payments are equal to the difference between the total monthly rent agreed for the unit and the amount of the voucher family's contribution. As mentioned previously, Housing Choice Voucher families are generally required to pay a portion of the monthly rent equal to 30% to 40% of their monthly adjusted gross income. The HAP amount is the **lower** of:

Payment standard – (Family Adjusted Gross Household Income x .30)  
Or  
Gross rent – (Family Adjusted Gross Household Income x .30)

#### EXAMPLE:

A family with a two (2) bedroom voucher is interested in leasing a two bedroom apartment. The family must pay for their gas and electric, and the landlord is asking a monthly contract rent of \$600. The HACP has determined that the family is responsible for paying \$210 towards their rent each month. The monthly HAP is calculated as follows:

Payment standard for a 2BR unit + gas & electric:	\$581
Contract rent:	\$600
Total resident rent to owner:	\$210

The HAP is lower of:

$$\mathbf{\$581 - \$210 = \$371} \quad \text{OR} \quad \mathbf{\$600 - \$210 = \$390}$$

**The HAP payment for this unit = \$371**

HAP payments are made directly to the owner/landlord of the property within the first 10 days of each month. Before HAP payments can begin, you must submit a signed Housing Assistance Payment Contract to the HACP. The HAP Contract governs the relationship between the HACP and the property owner and outlines the rights and responsibilities of each party under the HCV Program.

### **When can I expect to begin collecting rent?**

Once the unit has passed inspection and all of the completed and signed paperwork has been returned to, and approved by, the HACP, the tenant is ready to take occupancy of the unit. You may begin collecting the tenant's share of the rent immediately. **HAP payments (the HACP's share of the rent) will begin within 30 to 60 days of contract execution.**

### **What are the lease term requirements?**

The initial lease term requirements will be for one (1) year. After the first year, the tenant and landlord may agree to different terms.

### **What are my responsibilities as a landlord?**

Property owners are responsible for adhering to the terms of the HAP contract, enforcing the terms of their rental contract with the tenant, following landlord/tenant laws and keeping the unit in a safe and decent condition.

#### **LANDLORD RESPONSIBILITIES**

- Abide by the terms of the HAP contract.
- Perform all management and rental functions for the assisted unit. Maintain the unit to Housing Quality Standards.
- Comply with all equal opportunity requirements.
- Enforce tenant obligations under the dwelling lease.
- Allow reasonable modifications for a disabled resident.
- Pay for all utilities and services that are not the tenant's responsibility.
- Comply with the Violence Against Women Reauthorization Act of 2005 when screening potential tenants or terminating the tenancy of a HCV family.

## What are my HCV tenant's responsibilities?

HCV program participants are expected to abide by the terms of their lease agreement including:

- Paying their rent on time;
- Keeping the unit clean;
- Maintaining the exterior of the residence, including the lawn;
- Avoiding illegal activities by household members and guests;
- Allowing HACP inspectors access to the unit to conduct inspections;
- Permitting landlord and designated repairmen access to the unit for repairs;
- Avoiding damage to property by household members and guests;
- Refraining from disturbing other residents in the building or neighboring properties;
- Allowing only those occupants on the lease to reside in the unit; and
- Complying with the terms and conditions of the lease and tenancy addendum.

## What is the HACP responsible for?

The HACP is responsible for:

- Screening program applicants for eligibility.
- Maintaining a waiting list, selecting families for admission to the program and issuing vouchers.
- Making HAP payments to the owner in a timely manner.
- Ensuring that owners and families comply with their contractual obligations.

## I have a problem tenant. What can I do?

When problems arise with a HCV tenancy, the landlord may use whatever legal means necessary to resolve the issue. This includes terminating the HCV tenant's lease.

## Can I terminate a HCV tenancy? Does the HACP offer any assistance?

Termination of a HCV tenancy is a matter between the property owner and the family; *the HACP is **NOT** directly involved*. The owner/landlord must notify the HACP, in writing, of any action taken to end a tenancy.

HCV tenancies may be terminated for:

- Serious or repeated violations of the lease (e.g., not paying their share of the monthly rent); or

- Violations of federal, state or local law by a family member, that imposes obligations in connection with the occupancy or use of the premises; or
- Criminal activity or alcohol abuse *by a family member, guest or other person under the tenant's control*. However, criminal activity related to domestic violence, dating violence or stalking (if the tenant or an immediate family member is the victim) **CANNOT** be considered as grounds for eviction. See the section titled **Criminal Activities and the Violence Against Women Act** at the end of this packet for more information; or
- Other 'good cause'. This applies once the initial lease term has expired and includes: failure of the family to accept a new lease offer, the owner's desire to use the property for personal/family use or for other than a residential rental unit, sale of the property, renovation of the property, or the desire to lease the unit at a higher rent.

### **Do program participants ever lose their rental assistance?**

There are a number of reasons a HCV program family may lose their rental assistance.

- A family no longer requires assistance: As a family's income increases, the amount of the housing assistance payment decreases.
- A family chooses to end assistance.
- After an eviction for a serious or repeated violation of their lease.
- If any member of a HCV family fails to sign and submit any consent form requested by the HACP.
- Failure to document citizenship.
- Failure to disclose and document social security numbers.
- If any household member is, or has been, convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.
- If a family member is subject to a lifetime registration on the sex offenders list.

## **ADDITIONAL RESOURCES**

The following information and forms have been provided for your reference. In the following pages you will find HACP's 2018 Voucher Payment Standards; a description of the most common reasons units fail HQS inspections, along with a HQS Self-Inspection Checklist; explanations of the types of criminal activities that qualify as grounds for eviction of a HCV tenant; and a description of victim protections under the Violence Against Women Act of 2013. We hope you find them to be a helpful resource.



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**2018 VOUCHER PROGRAM PAYMENT STANDARDS (VPS)**  
 Quick Reference Table for Determining Affordability  
 Effective 01/01/2018

Bedroom Size	Eff	1	2	3	4	5
Max Contract Rent if LL Paying All Utilities	\$657	\$777	\$978	\$1,213	\$1,341	\$1,542
<b>Apartment</b>						
Max Contract Rent if Tenant Paying Gas & Electric	\$575	\$686	\$867	\$1,084	\$1,194	\$1,375
Max Contract Rent if Tenant Paying ALL Utilities	\$466	\$573	\$726	\$915	\$997	\$1,150
<b>Townhouse/Rowhouse</b>						
Max Contract Rent if Tenant Paying Gas & Electric	\$562	\$670	\$848	\$1,060	\$1,163	\$1,342
Max Contract Rent if Tenant Paying ALL Utilities	\$453	\$557	\$707	\$891	\$966	\$1,117
<b>Single Family Detached</b>						
Max Contract Rent if Tenant Paying Gas & Electric	\$554	\$660	\$835	\$1,045	\$1,146	\$1,321
Max Contract Rent if Tenant Paying ALL Utilities	\$445	\$547	\$694	\$876	\$949	\$1,096

The above table indicates the Gross Payment Standard by bedroom size and includes a quick reference for the most common leasing situations with respect to tenant-paid utilities, indicating the maximum amount of contract rent allowed under the program, depending upon what utilities the tenant will be financially responsible. "Gas & Electric" limits are based upon the tenant paying gas heat, gas cooking, electric lighting, and gas water heat. "All Utilities" figures represent the "Gas & Electric" limits, plus the utility allowances for the tenant paying water and sewage, range/microwave, and refrigerator.

# Common Reasons Units Fail Housing Quality Standard Inspections

## EXTERIOR

1. Peeling of defective paint anywhere on unit.
2. Unsafe or rotted porches, steps, and hand railings.
3. Rotted or missing gutters and downspouts.
4. Handrails – needed for anything over three (3) steps.
5. Roof leaks (evident by interior water damage).
6. Condition of yard – debris, retaining walls, fences, etc.
7. Foundation – leaking or crumbling, pointing of brick or missing brick, loose or missing insulbrick.
8. Bad sidewalks.
9. Condition of steps – broken concrete, etc.

## INTERIOR

### ***General***

1. Rooms do not meet the minimum standard of 70 sq. ft. of livable space.

### ***Walls & Ceilings***

1. Ceilings do not meet the minimum height standard of 7'1".
2. No flaking or peeling paint.
2. No cracks or holes.
3. Check for water damage to ceilings.

### ***Windows & Doors***

1. Must have locks that operate.
2. Must be airtight and properly align.
3. No rotted wood sashes and frames.
4. No holes.
5. No cracked or broken glass.

## ***Plumbing***

1. Code, workable faucets.
2. No leaks (kitchen sink, bath, lavatory, bathtub, washtubs).
3. Proper ventilation of flue on hot water tank.
4. Hot water tank must have a pressure relief valve & discharge pipe within 6 inches from the floor.
5. No exposed plumbing in bathroom.

## ***Electrical***

1. Code wiring.
2. No shorts.
3. At least 100 amps and proper fuse box cover.
4. No floor outlets.
5. No exposed wiring (no missing switch plates or duplex covers).
6. Proper illumination – 1 overhead and 2 outlets or 2 outlets and window.
7. Fixtures (no missing or broken).
8. No extension cord outlets.

## ***Floors***

1. No weak or broken boards.
2. No missing or broken floor tile or linoleum.

## ***Handrails***

1. Must be on all interior and exterior steps three (3) or more.

## ***Furnace***

1. Properly vented and operable.
2. Heat source must be in all rooms including bathroom.

## ***Fire Safety***

1. Smoke detector in every bedroom and on every floor.
2. Fire exits for anything 3 floors and over.



## Housing Quality Standards Self-Inspection Checklist

Major Areas of Unit		Questions to Ask	Y/N	Repairs Needed
<b>Mechanical Items</b>	Electricity	1. Do all fixtures and outlets work (at least 2 outlets/room or one outlet and one light fixture/room)?		
		2. Is there lighting in the common hall ways and porches?		
		3. Are all outlets, light switches and fuse boxes properly covered with no cracks or breaks in the cover plates/doors?		
		4. Are light/electrical fixtures securely fastened without any hanging or exposed wires (anywhere the tenant has access)?		
		5. Have you arranged for all utilities to be on the day of the inspection?		
	HVAC	6. Is there adequate heat in all living spaces?		
<b>Plumbing</b>	Bathroom	7. Is toilet securely fastened with no leaks or gaps? Does it flush properly?		
		8. Sink—is there hot and cold running water, proper drainage and no leaks?		
		9. Bathtub/shower—is there hot and cold running water, proper drainage and no leaks?		
		10. Is bathroom vented with either an exterior window or exhaust fan?		
	Kitchen	11. Sink—is there hot and cold running water, proper drainage and no leaks?		
		12. Stove—is there a hand-operated gas shut-off valve?		
	Other	13. Does hot water tank work?		
		14. Does hot water tank have an extension pipe?		
		15. Do radiators function with no leaks?		

## Housing Quality Standards Self-Inspection Checklist — Page 2

Major Areas of Unit		Questions to Ask	Y/N	Repairs Needed
<b>Plumbing (cont.)</b>	Other	16. Is bathroom free of any sewer odor or drainage problems?		
	Wall Condition	17. Are walls free of air and moisture leaks? Large holes and cracks?		
	Ceiling Condition	18. Are ceilings free of air and moisture leaks? Large holes and cracks?		
	Floor Condition	19. Are floors free of weak spots or missing floorboards?		
	Wall Condition	20. Are floors free of tripping hazards from loose flooring or covering?		
	Cabinetry/ Interior Doors	21. Are cabinets securely fastened to the wall?		
<b>Interior of Unit</b>	Floor Condition	22. Is there space for food preparation and storage?		
		23. Are all doors securely hung?		
	Security	24. Is there free and clear access to all exits?		
		25. Are there deadbolt locks on entry doors to the unit? Do they open with a key from the outside and a knob/latch from the inside?		
		26. Are entrance and exit solid core doors?		
		27. Do first floor windows and those opening to a stairway, fire escape or landing have locks?		
	Health and Safety	28. Is there at least one battery-operated CO detector present and functioning within 15ft. of every room used for sleeping and every source of carbon monoxide, including furnaces and boilers?		

## Housing Quality Standards Self-Inspection Checklist — Page 3

Major Areas of Unit		Questions to Ask	Y/N	Repairs Needed
Interior of Unit	Health and Safety	29. Is there a working smoke detector on each level of the unit?		
		30. Are smoke detectors installed on walls at least 4" but not more than 12" from ceiling? Are smoke detectors installed on ceilings at least 4" from the wall? Are smoke detectors installed in each sleeping room and on each floor, including basement?		
		31. Is unit free of any evidence of insect or rodent infestation?		
		32. Is unit free of any evidence of mold or mildew?		
	Appliances	33. Do all burners on the stovetop ignite, does the oven work and are knobs present?		
		34. Does refrigerator/freezer cool properly?		
		35. Is refrigerator/freezer large enough for the family occupying the unit?		
Exterior of Unit	Windows	36. Is there at least one exterior window in each bedroom and in the living room?		
		37. Do windows open, close and lock properly?		
		38. Is unit free of any cracked, broken or leaky windows?		
	Other	39. Is roof free of leaks?		
		40. Are gutters firmly attached?		

## Housing Quality Standards Self-Inspection Checklist — Page 4

Major Areas of Unit		Questions to Ask	Y/N	Repairs Needed
<b>Exterior of Unit (cont.)</b>	Other	41. Are exterior surfaces in a condition to prevent moisture leakage and rodent infestation?		
		42. Is chimney secure? Is flue tightly sealed with no gaps?		
		43. Is foundation sound?		
		44. Are openings around doors and windows weather-tight?		
		45. Are sidewalks free of tripping hazards?		
<b>Common Areas</b>	Stairways: Interior and Exterior	46. Are all handrails properly secured?		
		47. Is a handrail present when there are 4 or more consecutive steps?		
		48. Are stairs free of any loose, broken or missing steps?		
		49. Are stairways free of any tripping hazards?		
		50. Are there proper exit signs?		
		51. Are there secure railings on porches, balconies and landings 30" or higher?		
<b>General</b>		52. Is unit free of debris inside and outside of unit?		
		53. INTERIOR AND EXTERIOR of units rented to families with children under the age of six: is unit free of any chipping, peeling, flacking, chalking or cracking painted surfaces, including windows, window wells, door frames, walls, ceilings, porches, garages, fences or play equipment?		
		54. Are there covered receptacles for disposal of waste?		
		56. Is the elevator certificate current?		
		55. Is unit clean and ready for move-in?		

## Criminal Activities and the Violence Against Women Act 2013

### Criminal Activity and Alcohol Abuse that qualify as grounds for the eviction of a Housing Choice Voucher Program Tenant:

The owner may terminate tenancy during the term of the lease if any covered person—meaning *any member of the household, a guest, or another person under the tenant's control*—commits any of the following types of criminal activity:

- 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).
- 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.
- Any violent criminal activity on or near the premises.
- Any drug-related criminal activity on or near the premises.

*However, in the case of criminal activity directly related to domestic violence, dating violence, or stalking, if the tenant or an immediate member of the tenant's family is the victim, the criminal activity may not be construed as cause for terminating the victim's tenancy.*

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an 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
- Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate 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.**

The owner may terminate 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.

## **Victim protections under the Violence Against Women Act of 2013:**

VAWA 2013 prohibits any person from being denied assistance, tenancy or occupancy rights to housing solely on the basis of criminal activity, if that activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest or any person under the tenant's control, if the tenant or affiliated individual of the tenant is the victim.

VAWA 2013 protects anyone who:

1. Is a victim of actual or threatened domestic violence, dating violence, sexual assault or stalking, or an "affiliated individual" of the victim (spouse, parent, brother, sister, or child of that victim; or an individual to whom that victim stands in loco parentis; or an individual, tenant or lawful occupant living in the victim's household); AND
2. Is living in, or seeking admission to, any of the covered housing programs.

The activities covered by the VAWA are:

**Domestic violence**— felony or misdemeanor crimes of violence committed by:

- A current or former spouse or intimate partner of the victim;
- A person with whom the victim shares a child;
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or
- Any other person who committed a crime against an adult or youth victim who is protected under the domestic or family violence laws of the jurisdiction.

**Dating violence**—violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- The existence of such a relationship is determined based on the following factors:
  - ◆ Length of the relationship
  - ◆ Type of relationship
  - ◆ Frequency of interaction between the persons involved in the relationship.

**Sexual assault**—any nonconsensual sexual act prohibited by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking**—engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for his or her safety or others; or
- Suffer substantial emotional distress.

Under VAWA 2013, incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking are not to be considered as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the tenancy of a victim. *However, should the owner or property manager feel the victim’s continued residency in the unit will pose an “actual and imminent” threat to other tenants or employees at the property—and can demonstrate that threat—then an eviction may be pursued.*

A more detailed summary of the VAWA of 2013 can be found on the National Housing Law Project’s website at the following URL:

[http://nhlp.org/files/VAWA-2013-Bulletin-Article-Jan-2014-updated\\_1.pdf](http://nhlp.org/files/VAWA-2013-Bulletin-Article-Jan-2014-updated_1.pdf)