



Housing Authority of the City of Pittsburgh

Housing Choice Voucher Program

200 Ross Street – 7th Floor

Pittsburgh, PA 15219

(412) 456-5090 Fax: (412) 456-5224 www.hacp.org

Walk-in Days: Monday, Wednesday & Friday

8:00 a.m. – 5:00 p.m.

Grounds for Termination of Assistance

HUD requires HACP to terminate assistance for certain offenses and when the family no longer requires assistance. HUD permits HACP to terminate assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying HACP.

- If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero; the family must notify HACP of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.
- The family may request that the HACP terminate the family's assistance at any time. The request to terminate assistance should be made in writing or alternative form and submitted by the head of household, spouse, or co-head.
- HACP must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family may be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary. This will be determined on a case-by-case basis.
- HACP must terminate assistance if any family member fails to complete and submit any consent form they are required to complete for a reexamination.
- HACP must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the HACP, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family's assistance has been prorated.
- HACP must terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age.
- HACP must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

HUD requires HACP to establish policies that permit the HACP to terminate assistance if the HACP determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

- HACP will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- HACP will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Currently engaged in is defined as any use of illegal drugs during the previous six months.

HACP will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

In making its decision to terminate assistance, HACP will consider alternatives and other factors. Upon consideration of such alternatives and factors, HACP may, on a case-by-case basis, choose not to terminate assistance.

Drug-Related and Violent Criminal Activity

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

- HACP will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

HACP will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict

based on drug-related or violent criminal activity. In making its decision to terminate assistance, HACP will consider alternatives and other factors. Upon consideration of such alternatives and factors, HACP may, on a case-by-case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c) as amended by MtW]

HUD permits HACP to terminate assistance under a number of other circumstances. It is left to the discretion of HACP whether such circumstances in general warrant consideration for the termination of assistance.

- HACP **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program (FSS), except in the case where the family has been required to participate in the FSS program under the guidelines of a hardship.

HACP **will** terminate a family's assistance if:

- The family has failed to comply with any family obligations under the program.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family has breached the terms of a repayment agreement entered into with the PHA.
- A family member has engaged in or threatened violent or abusive behavior toward HACP personnel.

Abusive or violent behavior towards HACP personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate assistance, HACP will consider alternatives and other factors. Upon consideration of such alternatives and factors, HACP may, on a case-by-case basis, choose not to terminate assistance.

Family Absence from the Unit [24 CFR 982.312]

The family may be absent from the unit for brief periods. HACP has established a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

- If the family is absent from the unit for more than 90 consecutive calendar days, the family's assistance will be terminated.

Insufficient Funding [24 CFR 982.454]

HACP may terminate HAP contracts if HACP determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

- HACP will determine whether there is sufficient funding to pay for currently assisted families. If HACP determines there is a shortage of funding, prior to terminating any HAP contracts, HACP will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, HACP will terminate HAP contracts as a last resort.
- Prior to terminating any HAP contracts, HACP will inform the local HUD field office. HACP will terminate the minimum number needed in order to reduce HAP costs to a level within the HACP's annual budget authority.
- If HACP must terminate HAP contracts due to insufficient funding, HACP will do so in accordance with the following criteria and instructions:

HACP will first terminate assistance to families that have been on the Housing Choice Voucher program the longest, with the exception that contracts for elderly and disabled families will not be cancelled unless there are no non-elderly disabled families on HACP's HCV program

OWNER RESPONSIBILITIES

24 CFR SECTION (982.452)

- A. The owner is responsible for performing all of the owner's obligations under then HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a certificate-holder or voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extra-ordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the HA information required under the HAP contract.
 - 5. Collecting from the family:
 - a. Any security deposit.
 - b. The tenant contribution – the part of rent to the owner not covered by the housing assistance payment.
 - c. Any charges for the unit damage by the family:
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR 100.203.



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General Information

- HACP is required by HUD to provide prospective Owner/Owner representative s with the family's current and prior address (as shown in HACP records) and the name and address (if known) of the Owner/Owner representative at the family's current and prior addresses. HACP will not provide any additional information to the Owner/Owner representative, such as tenancy history, criminal history, etc. HACP will provide the same types of information to all families and to all Owner/Owner representative s.
- If the family includes a person with disabilities, the family may request a list of available accessible units known to HACP.
- The family has the right to select any eligible unit available for lease, and is not obligated to choose an HACP-owned unit if any HACP-owned units are available for lease.
- You are allowed to move any time after your initial one-year lease has been completed with a Owner/Owner representative. However, moving is expensive and may put your Section 8 subsidy in jeopardy if you are unable to find a place. Therefore, you should think about it and plan carefully prior to giving notice.
 - Have a unit in mind you feel is likely to pass inspection (refer to “General Guide to Why Units Fail Inspection” & “A Good Place to Live”)
 - Have enough money for a security deposit – HACP does not subsidize security deposits
 - Clean your old unit and restore it to “as-good-as” or better condition than when you moved in
 - Check your lease with your Owner/Owner representative to see what special cleaning is required to get the full amount of your security deposit (i.e., carpet cleaning, cleaning the stove, refrigerator, etc.)
- Make sure the unit you are considering moving into fits the Voucher Payment Standards (VPS) guidelines and your budget. The overall cost of your portion of rent should not exceed 40% of your monthly income.
 - Consider utility costs
 - Consider amenities in your neighborhood
 - Consider convenience of location
 - If you have children, check with school districts
- If you plan on moving out of state, it is suggested you contact the Housing Authority at your destination and find out how difficult it is to find housing, any special checks or requirements they might have and any other helpful information. It is also suggested you visit the destination area prior to the actual move date to make sure everything is in order and to establish other things you will need such as a bank account, driver's license, and other essentials as is necessary.

■ **Moving Procedures:**

- You must give your Owner/Owner representative a minimum of 30 days notice of your intent to vacate the unit (60 days notice is **strongly** recommended). This notice may be in the form of a certified letter, but must be in writing and delivered to the Owner/Owner representative's office or sent via first class mail, postage pre-paid, and properly addressed. A sample of a notice letter is attached.
- To get "Moving Papers", you must schedule an appointment with your Housing Specialist.
 - A copy of the notice of intent to vacate the unit must be provided to your Housing Specialist no later than during your scheduled appointment to receive Moving Papers.
 - You must bring updated income/asset information for **all** household members to your scheduled appointment (3 consecutive months of income, current print out/award letter, etc.).
 - Provided you have submitted all necessary information to your housing specialist during the appointment, you will be given a copy of your voucher to move, a Request for Tenancy Approval (RFTA) to be filled out by you and the new Owner/Owner representative regarding the unit to which you are planning to move, and a copy of your Notification of Housing Assistance Payments Termination, of which a copy will be mailed to your current Owner/Owner representative indicating the date of the final housing assistance payment.
- You may not have any outstanding money owed to HACP or the Owner/Owner representative
- If you are not able to move to the new unit within the amount of time provided and you remain in your old unit past the date indicated on the Notification of Housing Assistance Payments Termination, you will be responsible for the ENTIRE CONTRACT RENT AMOUNT, unless your housing specialist receives written notification from both you and your current Owner/Owner representative requesting an Extension Beyond HAP Termination Effective Date no later than 5 business days prior to the end of that month. A sample extension request letter is attached.
- If you decide not to move with time remaining on your voucher, you may ask your Owner/Owner representative's permission to remain in your current unit. You must IMMEDIATELY report this and provide documentation of the mutual agreement between you and the Owner/Owner representative to HACP.

FAQ'S

1. What if I cannot find a suitable unit within the 90-day term of the voucher?

You may request an extension from HACP. You may have up to an additional 30 days+ to look for a unit.

2. What if I cannot afford to pay my security deposit?

In some cases, Owner/Owner representative will permit tenants to pay security deposits over several months. Check with your Owner/Owner representative to see if he or she is willing to work out a payment schedule. Make sure you keep the payment schedule.

3. Must I get a unit with the same number of bedrooms as written on my Housing Choice Voucher?

No. You may rent a larger or smaller unit. As long as you can afford it, you may rent a larger unit; as long as the unit meets the program's housing quality standards, you may also rent a smaller unit provided there is adequate sleeping accommodations for the size of your family.

4. My mother is in a nursing home. May she use a voucher to help her pay for her room?

No. Rooms in nursing homes are prohibited from the Housing Choice Voucher (Section 8) program. Also, you may not use a voucher for single rooms in medical, psychiatric, or rehabilitation centers.

5. What if I disagree with HACP regarding my eligibility or my subsidy level?

If you disagree with a decision of the housing authority, go back to your housing specialist or another housing authority representative and have them explain the decision. Perhaps there is a mistake or misunderstanding. If you are still dissatisfied, you may request a hearing at the authority.

6. What happens if the Owner/Owner representative wants to raise the rent?

Once a year, the Owner/Owner representative will renew your lease. At that time, the Owner/Owner representative chooses to raise the rent. There is no limit to the amount an Owner/Owner representative can charge, but you should not agree to a rent that is more than the unit worth. **Usually HACP will not be able to increase your subsidy when the rent increases.** You must decide if you are willing and able to pay the difference. If you move, you will continue to receive assistance in the new unit if it meets the program requirements.

Sample Notice of Intent to Vacate Letter

Your notice to your Owner/Owner representative should include the following:

- Name and address of Owner/Owner representative
- The date of the notice
- Your name and address
- The date you wish to vacate the unit
- A phone number where you can easily be contacted (preferably with voicemail)

Owner/Owner representative
555 Anywhere Drive
Pittsburgh, PA 15200

June 4, 2009

Owner/Owner representative:

I am writing this letter to inform you that I, Jane Doe Tenant, will be vacating my unit at 123456 Main Street, Pittsburgh, PA 15200.

This letter will serve as 60-day notice to inform you that I will vacate on August 4, 2009. We will need to discuss the security deposit and a walk-through. I am available at (412) 555-1212 during the hours of 8 a.m.-5 p.m. My home phone number is (412) 555-2121.

Thank you.

Sincerely,

Jane Doe Tenant

cc: Housing Authority City of Pittsburgh

Sample Request Extension Beyond HAP Termination Effective Date Letter

Your notice should include the following:

- The date of the notice
- The amount of extension you are requesting
- Signatures of both you and the Owner/Owner representative

Housing Authority City of Pittsburgh
Housing Choice Voucher Program
200 Ross Street, 7th Floor
Pittsburgh, PA 15219

June 4, 2009

Attn: Housing Specialist

The Owner/Owner representative and Jane Doe Tenant have agreed to allow Jane Doe Tenant to remain in the unit (123456 Main Street, Pittsburgh, PA 15200) for another 30 days past the date indicated on the Notification of Housing Assistance Payments Termination (June 30, 2009). Therefore, Owner/Owner representative and Jane Doe Tenant are requesting the Owner/Owner representative continue to receive HAP payments for an additional month (for July 1, 2009). If you have any questions, please contact us at your earliest convenience.

Signature of Owner/Owner Representative

Contact Phone Number of Owner/Owner Representative

Date

Signature of Tenant

Contact Phone Number of Tenant

Date



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Calculating the Housing Assistance Payment

Total Tenant Payment

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual gross income must be converted to monthly-adjusted income and monthly gross income by dividing the annual figures by 12 months. The TTP is the greater of:

- ☐ 30 percent of monthly-adjusted income;
- ☐ 10 percent of monthly gross income;
- ☐ The welfare rent (in as-paid states only); or
- ☐ The HACP's minimum rent (\$50.00)

CALCULATING TOTAL TENANT PAYMENT

30% of Monthly Adjusted Income: $\$700 \times .30 = \210

10% of Monthly Gross Income: $\$740 \times .10 = \74

Welfare Rent: N/A

HACP Minimum Rent: \$50

Total Tenant Payment: \$210

The participant will never pay less than the TTP (\$210) regardless of the unit selected.

MAXIMUM INITIAL RENT BURDEN

When a family selects a unit with a gross rent exceeding HACP's payment standard, HACP must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed 40 percent of the family's monthly-adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard. The level at which HACP establishes the payment standard will affect a family's ability to find a unit with a rent that will not require the family to pay more than 40 percent of its monthly adjusted income.

CALCULATING MAXIMUM INITIAL RENT BURDEN

Payment Standard: \$450

Total Tenant Payment: \$210

40% of Monthly Adjusted Income: $\$700 \times .40 = \280

Amount family is limited to contributing to total housing costs. \$ 280

HACP maximum subsidy (see below) +\$ 240

Maximum gross rent for this family \$ 520

MAXIMUM SUBSIDY

The maximum subsidy the HACP can pay in the housing choice voucher program is the payment standard minus the TTP. The maximum subsidy calculation is done at the time the family is issued a housing choice voucher. It is important for the family to know the maximum the HACP will pay while searching for a unit. The actual HACP subsidy can be calculated only after the family has selected a specific unit.

CALCULATING MAXIMUM SUBSIDY

Payment Standard \$450 Minus TTP \$210 Equals Maximum Subsidy \$240

The *utility allowance* is calculated for each family based on a HACP schedule of average utility consumption by unit size for each of the family paid utilities. For example, if the family is expected to pay hot water, heat, and other electric, the HACP uses the utility schedule for the appropriate unit size for each of the utilities and adds the amounts allowed on the utility schedule for the cost of utilities to be paid by the family to determine the total utility allowance for the family. If all the utilities are included in the unit rent, there is no utility allowance.

The *rent to the owner* is the full rent the owner is charging for the unit including any utilities the owner provides under the lease. The *gross rent* represents the entire housing cost. It is calculated by adding the rent to the owner and the utility allowance for the unit. If all the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

Family Share

The *family share* is the family's contribution toward the gross rent. The family share may be the TTP or a higher amount, depending on the unit the family selects. For a family leasing a unit with a gross rent at or below the payment standard for the family, the family share will be the same as the TTP.

If a family leases a unit with a gross rent above the payment standard for the family, the family share is the TTP plus any amount by which the gross rent exceeds the payment standard. Although it is important for families to understand this concept while searching for housing, the family share cannot be calculated until a unit is selected.

Rent to Owner and Gross Rent

The *rent to the owner* is the full rent the owner is charging for the unit including any utilities the owner provides under the lease. The *gross rent* represents the entire housing cost. It is calculated by adding the rent to the owner and the utility allowance for the unit. If all the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

HAP Subsidy

The actual HAP payment can be calculated only after the family has selected a unit and the gross rent for the unit is known. The subsidy cannot exceed the maximum subsidy calculated above but may be less than the maximum subsidy if the gross rent for the unit is less than the payment standard amount. The HAP is the lower of:

- ☐ The payment standard for the family minus the TTP, or
- ☐ The gross rent minus the TTP.

CALCULATING THE HAP PAYMENT

Payment Standard \$450
TTP \$210

If the family selects a unit with a gross rent of \$425 (**less** than the payment standard), the HAP is the lower of:

Payment standard – TTP ($\$450 - \210) = \$240; or

Gross rent – TTP ($\$425 - \210) = \$215.

HAP = \$215

If the family selects a unit with a gross rent of \$500 (**more** than the payment standard), the HAP is the lower of:

Payment standard – TTP ($\$450 - \210) = \$240

Gross rent – TTP ($\$500 - \210) = \$290

HAP = \$240

Family Share

The *family share* is the family's contribution toward the gross rent. The family share may be the TTP or a higher amount, depending on the unit the family selects. For a family leasing a unit with a gross rent at or below the payment standard for the family, the family share will be the same as the TTP.

If a family leases a unit with a gross rent **above** the payment standard for the family, the family share is the TTP plus any amount by which the gross rent exceeds the payment standard. Although it is important for families to understand this concept while searching for housing, the family share cannot be calculated until a unit is selected.

CALCULATING FAMILY SHARE FOR A 2 BEDROOM FAMILY

2 Bedroom Payment Standard: \$450

Monthly Adjusted Income: $\$700 \times .30 = \210

Monthly Income: $\$740 \times .10 = \74

Welfare Rent: N/A

PHA Minimum Rent: \$50

Total Tenant Payment: \$210

Maximum initial rent burden: $\$700 \times 40\% = \280

Family selects a 2 Bedroom unit with a gross rent of \$425.

Compare the gross rent to the payment standard of \$450.

The gross rent is **less** than the payment standard; therefore, Family Share equals the TTP of \$210.

FAMILY SHARE WHEN THE GROSS RENT EXCEEDS THE APPLICABLE PAYMENT STANDARD

2 Bedroom Payment Standard: \$450

Total Tenant Payment: \$210 (30% of Adjusted Monthly Income)

Maximum initial rent burden: \$280 (40% of Adjusted Monthly Income)

Family selects a 2 Bedroom unit with a gross rent of \$500.

Compare the gross rent to the payment standard. The gross rent **exceeds** the payment standard by \$50.

Family share = \$210 (TTP) + \$50 = \$260

This unit can be rented because the family's share is less than the maximum initial rent burden of \$280.

In the example above, if the family had selected a unit with a gross rent of \$550, the PHA could not approve the unit because the family share would exceed the maximum initial rent burden. The gross rent of \$550 exceeds the payment standard by \$100. The family share is calculated as the TTP of \$210 + \$100 or \$310, which exceeds the maximum initial rent burden of \$280.

Note that a subsequent rent increase during the family's occupancy of the unit that causes the family share to exceed 40 percent of monthly-adjusted income is permissible so long as the new rent to owner is determined to be reasonable. The maximum initial rent burden applies only at the commencement of an assisted occupancy in a particular unit.

Impact of Unit Selection on Subsidy

When a family selects a unit with fewer bedrooms than the family unit size listed on the housing choice voucher, the PHA is required to re-compute maximum subsidy. The PHA must apply the payment standard amount for the smaller of the family unit size listed on the family's housing choice voucher or the unit size selected by the family. The utility allowance to be used is always based on the actual size of the selected unit.

Family Rent to Owner

The family rent to owner is the portion of the family share that is paid to the owner for rent. If the family is not responsible for paying any utilities under the lease, family rent to owner will equal family share. Where families are responsible for directly paying some or all of the utilities, family rent to owner is calculated by subtracting the HAP from the rent to the owner.

CALCULATING FAMILY RENT TO OWNER

Rent to the Owner (including all utilities) \$450

Less HAP \$240

Family Rent to Owner \$210

Utility Reimbursement

The amount of the utility reimbursement is the amount by which the HAP payment exceeds the rent to the owner. When there is a utility reimbursement, the HACP pays the full amount of the rent to the owner and sends the utility reimbursement to the family.



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Portability

A participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The first PHA is called the **initial PHA**. The second is called the **receiving PHA**.

- A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program. If there is more than one PHA in the area, the initial PHA may choose the receiving PHA.
- If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in HACP's jurisdiction at the time the family's application for assistance was submitted, the family must live in HACP's jurisdiction with voucher assistance for at least 12 months before requesting portability.
- HACP will approve **no** extensions to a voucher issued to an applicant or participant family porting out of HACP's jurisdiction unless the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA. In such cases, the policies on voucher extensions will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.
- If you desire to port to another jurisdiction, you initiate the process by contacting your assigned housing specialist and tell them you wish to port. Your housing specialist will give you instructions regarding what is required of you at that time.

List of Neighboring Housing Agencies for Portability

Allegheny County Housing Authority: 625 Stanwix St., 12th Floor, Pittsburgh, PA 15222

Contact: Donna Memmo (412-402-2412)

Butler County Housing Authority: 114 Woody Dr., Butler, PA 16001

Contact: Gina McClaine (724-287-6797)

McKeesport Housing Authority: 2901 Brownlee Ave., 2nd Floor, McKeesport, PA 15132

Contact: Sharon Sanetsky-Kish (412-673-0240)

Westmoreland County Housing Authority: RD 6, Box 223, South Greengate Rd., Greensburg, PA 15601

Contact: David Kushner (724-832-7258)

Crisis Services

HACP offers assistance for residents in need of the following:

- ◇ Drug and Alcohol Counseling
- ◇ Violence Prevention
- ◇ Mental Health Assessments
- ◇ Mediation
- ◇ Domestic Violence

All Crisis Services Remain Confidential

Contact us :

(412) 456-5000 Ext. 1063

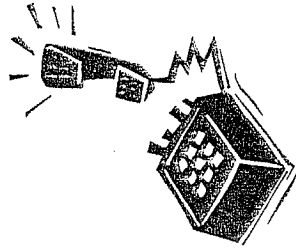
Additional Crisis Assistance...

The Cupboard of Hope Program is an employee funded program which offers the following assistance in emergency situations:

- ◇ Food
- ◇ Furniture
- ◇ Holiday Assistance
(FSS Participants Only)

For general information

Contact Us...



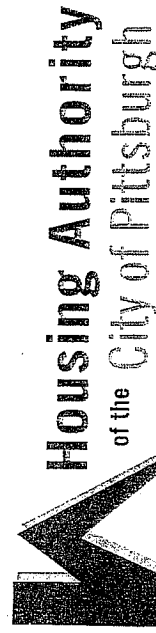
Bedford Hope Center

2305 Bedford Avenue

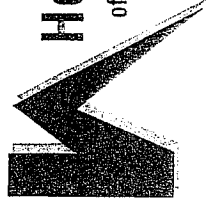
Pittsburgh, PA 15219

Phone: (412) 456-5000 Ext. 1020

Fax: (412) 395-3970



Housing Authority
of the
City of Pittsburgh



Housing Authority
of the
City of Pittsburgh

Resident Self Sufficiency



**All you need is a
desire to succeed!**

REAL Program

*Realizing Economic
Attainment for Life*

REAL is a program of the Housing Authority of the City of Pittsburgh's Resident Self-Sufficiency Department that serves residents of Section 8 and Low Income Public Housing.

Its purpose is to promote economic self-sufficiency in a variety of ways such as:

- ◆ Increasing Education
- ◆ Enrolling in Job Training
- ◆ Gaining Employment
- ◆ Increasing Income
- ◆ Achieving Home Ownership

Service coordinators get residents involved in goal planning and link them to necessary agencies to aid in accomplishing these goals.

Trained service coordinators recognize that there are many barriers to self - sufficiency. Issues such as child care, obtaining a GED, access to transportation, criminal records, mental health services, and job skills training are also addressed.

As an extra incentive, the program offers an escrow account. These HUD funds are available as your earned income increases and can be used toward accomplishing your goals.

Current Housing Authority of the City of Pittsburgh leaseholders in the Section 8 and Low Income Public Housing programs are eligible to participate.

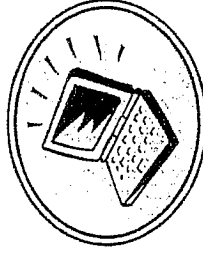
To Enroll Contact:

(412) 456-5000 Ext. 1066

Resident Computer Program

Instructors offer basic computer instruction to HACP residents in the following locations:

- ◆ Caliguri Hi Rise
- ◆ Northview Heights Hi Rise
- ◆ Murray Towers
- ◆ St. Clair Village
- ◆ Bedford Hope Center



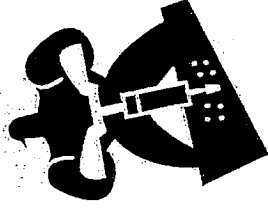
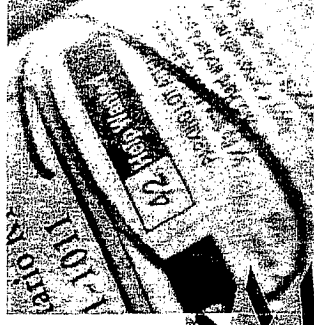
Bedford Hope Center Youth Lab Open M - F: Afterschool

Courses offered include:

- ◆ Basic Computer Literacy
- ◆ Microsoft Word
- ◆ Microsoft Excel
- ◆ Microsoft PowerPoint

For More Information Contact:
(412) 456-5000 Ext. 1027

*Inquire about
Computer Donation
Program*



Resident Employment Program

The Resident Employment Program offers the following:

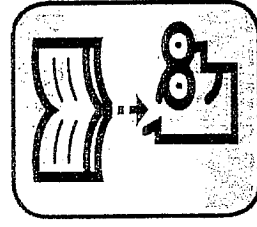
- ◆ Resume Building
- ◆ Job Fairs & Onsite Employer Interview
- ◆ Job Training Programs
- ◆ Job Placement

GED Preparation

Computer Program also assists
HACP residents increase
education level by offering
GED Preparation.

The GED Instructor
can be reached at:

(412) 456-5000 Ext. 1030



Employment Contact Information

Bedford Hope Center
2305 Bedford Avenue
Pittsburgh, PA 15219
(412) 456-5000

Ext. 1048
Ext. 1035
Ext. 1025

Fax (412) 395-3970

**For Upcoming Job Fairs and Available
Employment Contact the Employment**

Hotline:

(412) 456-5000 Ext. 1066

**Disability and Domestic Violence Resources for HACP Applicants/Family
(Updated June 2010)**

DOMESTIC VIOLENCE RESOURCES

National Domestic Violence Hotline

Website: <http://www.ndvh.org/>

PH: 1.800.799.SAFE (7233) 1.800.787.3224 (TTY)

ANONYMOUS & CONFIDENTIAL HELP

Help is available to callers 24 hours a day, 365 days a year. Hotline advocates are available for victims (including men and same sex relationships) and anyone calling on their behalf to provide crisis intervention, safety planning, information and referrals to agencies in all 50 states, Puerto Rico and the U.S. Virgin Islands. Assistance is available in English and Spanish with access to more than 170 languages through interpreter services. If you or someone you know is frightened about something in your relationship, please call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or TTY 1-800-787-3224.

Women's Center and Shelter of Greater Pittsburgh

Website: <http://www.wcspittsburgh.org>

Ph: 24-hour Hotline at 412-687-8005 or toll free, 877-338-TALK (8255)

ANONYMOUS & CONFIDENTIAL HELP

The Women's Center & Shelter of Greater Pittsburgh provides a 24-hour crisis hotline, temporary shelter, counseling and support groups, advocacy and support services for women victims of domestic violence and their children.

DISABILITY RESOURCES

General

Three Rivers Center for Independent Living (TRCIL)

Ph: 412-371-7700 (TTY: 412-371-6230)

Website: <http://trcil.myfastsite.net/>

Address: 900 Rebecca Ave, Pittsburgh, PA 15221

Non-residential, nonprofit, community-based human service organization. TRCIL is a Center for Independent Living whose mission is to empower people with disabilities to enjoy self-directed, personally meaningful lives by providing outstanding consumer-controlled services and by advocating for effective community change. Specific services include housing support, personal assistance services, nursing home transition, supportive technology, community supports, advocacy, and Medicaid/Medicare service coordination. Fully accessible gym for use with support for health and wellness with fitness staff onsite. Can help with modification needs to private market rental units and fair housing discrimination issues.

United Cerebral Palsy (services people with a wide range of disabilities)

Ph: 412-683-7100

Website: <http://www.ucpclass.org/>

Address: 4638 Centre Ave, Pittsburgh, PA 15213

UCP/CLASS offers a variety of services ranging from independent living skills, training in the classroom, to the community-based case management for social, recreational, and residential supports (including respite services, attendant care, employment support, housing help, legal services, assisted technology support)

Mercy Behavioral Health

Ph: 1.877.637.2924 – (24 hours a day, 7 days a week, 365 days a year)

Website: <http://www.mercybehavioral.org/>

Address (crisis center): 264 South 9th Street, Pittsburgh, PA 15203

Recovery-oriented, community-based, mental health and drug treatment and prevention services. Offering a variety of programs for people with mental retardation and intellectual disabilities. Includes crisis services – phone and walk in hours. The Mercy Behavioral Health Crisis Center provides a safe, confidential environment for anyone in crisis. Lack of insurance is not a barrier to receiving service.

Allegheny Link To Aging and Disability Resources

Ph: 1-866-730-2368 (TTY: 412-350-5205)

Email: allylink@dhs.county.allegheny.pa.us

Website: www.alleghenylink.com

Services supporting people who are disabled or 60 or older, or for caretakers for someone with a disability or who is 60 or older, or people with general questions about a disability or aging issues. Huge database of informational resources of a large variety of issues including housing.

The Disability Connection

Ph: 1-877-755-5222

Email: dconnection@alleghenyconnection.us

Website: www.alleghenycounty.us/dhs/disabilities.aspx

Address: Human Services Building, 1 Smithfield Street, 1st Fl, Pittsburgh, PA 15222

Coordinates efforts in Allegheny County to improve services for people with disabilities and improve quality of life. Services include help with housing, healthcare, substance use, personal care, and anti-stigma support.

Living Well With A Disability

Ph: (1-877-TO-LIV-WELL)

Website: <http://www.livingwellwithadisability.org/>

Free resource that is available to individuals with any type of disability in Pennsylvania. Specialists assist with identifying needs and goals and developing a plan for meeting them.

Center for Deaf and Hearing Services

Phone: (412) 281-1375 (voice/tty)

Address: 1945 Fifth Avenue, Pittsburgh, PA 15219-5543

Website: <http://www.hdscenter.org/>

Professional staff provides a wide range of services for people who are deaf, hard of hearing, or speech-impaired. Call for information or an appointment.

Blind and Vision Rehabilitation Services

Phone: 412-368-4400

Address: 1800 West Street, Homestead, PA 15120 .

Website: <http://www.pghvis.org/>

Provides programs and services to people who are blind, deaf-blind, vision-impaired, and those with other disabilities.

Life Pittsburgh

Ph: 412-388-8050

Website: <http://www.lifepittsburgh.org/>

LIFE Pittsburgh is a community based alternative to nursing home care. Through the LIFE Pittsburgh program, frail older adults can remain in their own home and receive a coordinated plan of care that enables them to maintain their independence and enjoy a safe and active life in the community.

ACCESS Transportation Systems

Ph: (412) 562-5353 or TDD relay 1-800-654-5984

Address: 650 Smithfield Street Suite 440. Pittsburgh, PA 15222-3914

Door-to-door, advance reservation, shared ride transportation provided in Allegheny County that serves primarily senior citizens and persons with disabilities. Service is provided from 6:00 a.m. to midnight, seven days a week, and at such other times and places that Port Authority fixed route service is in operation

Urban Redevelopment Authority of Pittsburgh (Home Accessibility Program)

Ph: 412-255-6600

Website <http://isminternet.com/ura/prototype/hapi.html>

Home Accessibility Program for Independence-Grants and low interest loans to make homes accessible for people with disabilities. Eligible borrowers are low and moderate income City of Pittsburgh homeowners or renters with disabilities, and landlords undertaking modifications for income-qualified disabled tenants.

Allegheny County Mental Health Services

Ph: 1-888-7 YOU CAN (1-888-796-8226)

Added stressors can take a toll on coping. By calling 1-888-7YOU-CAN you can talk with a mental health professional to keep a crisis from happening.

Legal/Discrimination

The Disability Rights Network (DRN)

Ph: (412) 391-5225 [Voice] (412) 467-8940 [TDD]

Address: 429 Fourth Avenue, Suite 701, Pittsburgh, PA 15219-1505

Email: drnpa-pgh@drnpa.org

Website: <http://drnpa.org/>

DRN works with people with disabilities and their families to ensure their rights to live in their communities with the services they need, to receive a full and inclusive education, to live free of discrimination, abuse and neglect, and to have control and self-determination over their services

Pittsburgh Fair Housing Partnership

Ph: 412-391-2535

Address: 2840 Liberty Avenue, Suite 205, Pittsburgh, PA 15222

Website: <http://www.pittsburghfairhousing.org/>

Supports people who believe they have experienced discrimination based on a protected class such as race, disability or sexual orientation, in the pursuit of obtaining or maintaining housing.

Neighborhood Legal Services Association

Ph: (412) 255-6700

Address: 928 Penn Avenue, Pittsburgh, PA 15222-3799

Website: www.nlsa.us

Supports people with need for help with civil law matters including housing and health care matters.

****If you or a person in your family is a person with a disability needing assistance accessing HACP's housing programs or services, please contact the HACP Disability Office at 412-456-5282 for help or to discuss a reasonable accommodation request.**



Housing Choice Voucher Program ((Section 8) Department Grievance Hearing Procedures

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHA's must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.
- A determination of the family unit size under the PHA's subsidy standards.
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA's subsidy standards, or the PHA determination to deny the family's request for exception from the standards.
- A determination to terminate assistance for a participant family because of the family's actions or failure to act.
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)].

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

HACP Policy

HACP will only offer participants the opportunity for an informal hearing when required to by the regulations.

Warning Meeting

It is HACP's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. Therefore, a meeting may be held with a Housing Choice Voucher participant in cases where that participant's alleged actions or inactions are not serious enough to justify termination of assistance. The meeting would serve to inform the participant of the Housing Authority's allegations and will also function as a formal warning and official documentation of such warning. The primary goal of a warning meeting is to resolve the Housing Authority's allegations without subjecting the participant to a hearing. The secondary goal of the meeting is to provide further documentation for cases that will proceed to a termination hearing. Regardless of whether or not a participant had a warning meeting, the participant is always entitled to an informal hearing as per HUD regulations.

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

HACP Policy

In cases where HACP makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of HACP.

A brief statement of the reasons for the decision including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for HACP's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

A copy of HACP's hearing procedures.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and PHA's are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

HACP Policy

Whenever a participant requests an informal hearing, HACP will mail a confirmation letter to the participant informing the participant that the participant may review information relevant to the hearing at the Legal Department of the Housing Authority of the City of Pittsburgh. The family will not be charged for these documents. If the family loses their documents they may be charged for additional copies at the rates currently used by HACP. The family must request additional copies of HACP documents no later than 12:00 p.m., two business days prior to the scheduled hearing date.

HACP must be given an opportunity to examine, at HACP's offices before the hearing, any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, HACP will mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with HACP's hearing procedures [24 CFR 982.555(4)(ii)].

HACP Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer. The hearing officer will have everyone in attendance at the hearing sign-in, will determine if either side has any objections related to discovery and will set up the tape recorder for the hearing.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

HACP Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing that is relevant to the case, for example, a letter written to HACP. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

The lone exception to the above is when third party verification is needed to substantiate hearing testimony (e.g., proof of address). The hearing officer may allow a reasonable time for either side to submit relevant information. Information that is not produced by the hearing officer's deadline will not be considered.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either HACP or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA's informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for non-citizens will be applicable as discussed in Chapters 3 and 11.

USCIS Appeal Process [24 CFR 5.514(e)]

When a PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

HACP Policy

HACP will notify the family in writing of the results of the USCIS secondary verification after receiving the results.

The family must provide HACP with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to HACP, of its decision. When the USCIS notifies HACP of the decision, HACP must notify the family of its right to request an informal hearing.

HACP Policy

HACP will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 15 days of receipt of the PHA notice of denial, or within 15 days of receipt of the USCIS appeal decision. The PHA must provide an informal hearing in accordance to Section 16-III.C.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf. The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or HACP, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, HACP is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

HACP Policy

HACP may provide a transcript of an audio taped hearing.

Hearing Decision

HACP must provide the family with a written final decision, based solely on the facts presented at the informal hearing. The decision must state the basis for the decision.



Housing Choice Voucher Program
200 Ross Street, 7th Floor
Pittsburgh, PA 15219
412-456-5090, fax: 412-456-5224
www.hacp.org

Assistance For Persons With Disabilities

The Housing Authority of the City of Pittsburgh can assist you in accessing suitable housing in the Section 8/Housing Choice Voucher Program if your family includes a person with a disability. We can help.....

1. Request a current listing of available units that are accessible or landlords who lease accessible units.

- The HACP will provide you with the most current listing of accessible units.

2. Ask to speak with a Housing Authority representative about your needs for accessible housing.

- A representative will discuss the housing options with you and assist you in determining your needs.
- The representative will also assist you by contacting any known owners of accessible units to determine if suitable vacancies exist.
- The representative will provide contacts at other agencies that provide specialized services for persons with disabilities.

3. If you are a voucher holder and require additional time to search for housing, ask if you are eligible for a special extension as reasonable accommodation by the Housing Authority.

- A representative will determine if you are eligible for an extension of search-time on your voucher up to a total of 150 days.

4. If the property you choose meets your accessibility needs and has a higher rent, you may qualify for a higher Housing Authority assistance payment.

- Contact your Housing Authority representative if you locate a higher rent property that meets your needs including those relating to your disability; and request a reasonable accommodation.
- Based upon the market value of the property and your special needs, the Housing Authority may approve an exception payment standard, which can make the property more affordable.

5. If you have any other special housing needs, the Housing Authority can help.

- The Housing Authority can provide reasonable accommodations at any time for persons with disabilities to use and enjoy its programs and housing options. You may request a reasonable accommodation by simply contacting your Housing Authority representative.
- The representative can offer contacts at other agencies that provide specialized services for persons with disabilities



Housing Authority of the City of Pittsburgh

Section 8
200 Ross Street – 7th Floor
Pittsburgh, PA 15219
(412) 456-5090 Fax: (412) 456-5224
www.hacp.org

Things You Should Know

- ◆ Contact the Portability Specialist or your Housing Specialist if you have any questions. If you do not understand something, please ask. The Portability Specialist and/or your Housing Specialist will answer your questions, or acquire the information for you.
- ◆ Providing false, incomplete, or inaccurate information on your recertification forms will jeopardize continued housing assistance.
- ◆ There are penalties that apply if you knowingly omit information or give false information.
- ◆ There are penalties for committing fraud. The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your recertification forms contain false or incomplete information you may be:
 - Evicted from your unit
 - Required to repay all overpaid rental assistance you received
 - Fined
 - Imprisoned
 - Prohibited from receiving future assistance
- ◆ You must provide updated information at least once a year. This program requires you to report any changes in income or family/household composition **within 30 days of the actual date of change**. On your recertification forms you must report:
 - **Any change resulting in a decrease in family income or tenant rent**
 - **Any increase in the family's monthly gross income over \$100.00**
 - **Any change in family composition. Adjustments will be made to the tenant rent only if such change in family composition results in an increase of more than \$100.00 in the family's gross monthly income.**
 - **All assets you or your family / household members own and any asset that was sold in the last two (2) years for less than its full market value.**
- ◆ **BEWARE OF FRAUD!** If you encounter fraud report it immediately to your Housing Specialist. The following are a few fraud schemes:
 - Do not pay for anything not covered in your lease
 - Retain receipts for any money you paid
 - Request written explanation if you are required to pay any money other than rent, (such as maintenance charges)
- ◆ If you are aware of anyone who has falsified an application or if anyone tries to persuade you to make false statements, report them to your Housing Specialist.

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

1 What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

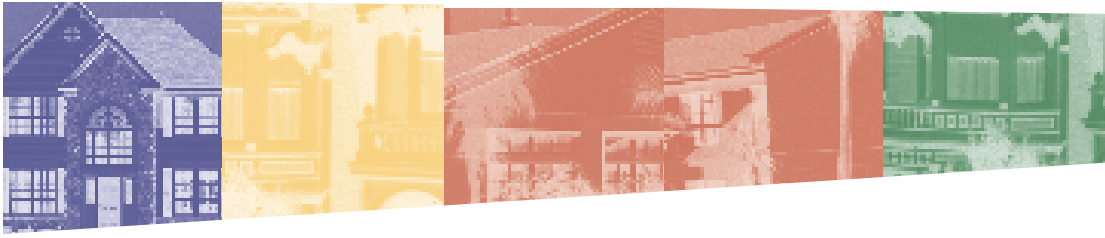
Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)



Keep this information for your records.

Date you mailed your information to HUD:

____/____/____

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

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.9/30/2012)

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 includes:
 - (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 includes:
 - (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).

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) 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, or stalking.

- f. **Eviction by court action.** The owner may only evict the tenant by a court action.

g. 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.

9. Lease: Relation to HAP Contract

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

10. 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.

11. Family Move Out

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. 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 an 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

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

MODEL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and enter into this the		<u>Day Effective</u>	<u>Month Effective</u> <u>Year Effective</u>
by and between			
<u>LANDLORD'S NAME</u>		(OWNER) and	
<u>TENANT'S NAME</u>		(TENANT)	
for the CONTRACT unit located at:		<u>PROPERTY ADDRESS</u>	

THE FAMILY authorized to live in the unit consists of the following members:

(1.)	<u>HOH'S NAME</u>
(2.)	<u>FAMILY MEMBER'S NAMES LISTED</u>
(3.)	
(4.)	
(5.)	
(6.)	
(7.)	
(8.)	
(9.)	
(10.)	

1. TERM OF THE LEASE

A. Initial term of lease. (Enter first and last date of initial item. The initial term must be for at least one year).
The initial term begins on: START DATE
The initial term end on: END DATE

B. Renewal Term

This lease shall automatically renew after the initial term of the lease. The renewal term shall be (select term):

<input checked="" type="checkbox"/>	Month to Month; or
<input type="checkbox"/>	Year to Year; or

C. This lease terminates if any of the following occurs:
The Housing Assistance Payment (“HAP”) contract terminates; or
The Housing Authority (“HA”) terminates program assistance for the family; or
The Owner terminates the lease; or
The Tenant terminates the lease; or
The Owner and the Tenant agree to terminate the lease.

2. DEFINITIONS

Housing Choice Voucher (“HCV”) Program - The program formerly referred to as “Section 8”. Through the program, HUD provides funds to a HA for rent subsidy on behalf of an eligible family. The Tenant under this lease will be assisted with rent subsidy under the HCV program.

Housing Assistance Payment (“HAP”) Contract- The HAP contract is between HACP and the Owner of the contract unit. HACP pays the HAP to the Owner in accordance with the HAP contract.

Contract Rent -The total monthly rent payable to the Owner for the contract unit. The contract rent is the sum of the Tenant’s rent plus the HAP to the Owner.

Tenant’s Rent- HACP determines the amount the Tenant pays to the Owner. Tenants will not pay additional “rent” to the Owner and rent increases must be approved by PHA.

Other Payments to the Owner- Tenants may pay Owners for water usage and security deposits, if required. These payments however are to be recorded on a separate receipt.

Contract Unit-The housing unit, approved by HACP for subsidy to be paid by an approved participant.

Family/Tenant- The persons who may reside in the unit with assistance under the program.

HACP – Pittsburgh Housing Authority

HQS- Housing Quality Standards-The HUD minimum quality standard for housing assisted under the HCV Tenant-based program, however, HACP may also use the minimum city code standards for residential housing.

HUD- The United States Department of Housing and Urban Development.

Owner- To be used interchangeably with the term “landlord”.

Premises- The unit, building or complex in which the contract unit is located, including any common area or grounds.

3. LEASE AGREEMENT

This is the lease between the Tenant and the Owner.

The Tenant is a participant in the HCV program. The Tenant is the family member who leases the contract unit from the Owner.

The Owner will enter into a HAP contract with HACP under the HCV program. The purpose of the HAP contract is to assist the Tenant to lease this dwelling unit from the Owner for occupancy by the family with the Tenant-based assistance under the HCV program.

4. RENT

The total rent due each month is \$ CONTRACT AMT. Of that total, the Tenant will pay a portion and the HCV program will pay a portion as set forth in 4 (a) and 4 (b).

(a) Contract Rent- The amount of the Contract Rent shall be determined by HACP in accordance with HUD requirements. The Contract Rent for the Contract Unit shall be \$ CONTRACT AMT. per month.

(b) Tenant Rent- The amount of the Tenant rent shall be determined by HACP in accordance with HUD requirement. The amount of the Tenant rent is subject to change by PHA during the term of the lease. Any changes in the amount of the Tenant rent will be effective on the date stated in a notice from HACP to the family and the Owner. Initially and until such change, the Tenant agrees to \$ TENANT RENT per month to the Owner as the Tenant rent. The Tenant's rent is due on the 1ST day of each month each month beginning on MONTH, YEAR.

If the rent is not paid on time, the Owner may charge the Tenant an administrative fee not to exceed \$25.00 monthly. So long as there is an unpaid balance on Tenant's account, the Owner may charge the \$25.00 administrative fee each month until the past due balance is paid.

The amount of the Tenant rent is the maximum amount the Owner can require the Tenant to pay for rent of the contract unit, including all services, maintenance and utilities to be provided by the Owner accordance with the lease.

The Owner may not demand or accept any rent payment from the Tenant in excess of the Tenant rent, and must immediately return any excess rent payment to the Tenant.

The Tenant rent may not be more than the contract rent minus the HA housing assistance payment to the Owner.

(c) Abatement- HACP will not pay the Owner the HAP if a unit is abated. This action is taken when the unit fails inspection and does not meet HQS or city codes within a specified timeframe of (24 hours for health, safety and emergency violations and 30 days for routine violations). The HACP will conduct a follow-up inspection within 72 hours of the cited violation. The Tenant is required to continue Tenant payments to the Owner during abatements. Failure to correct violations may also result in termination of the HAP contract and the family being required to move from the unit. Once the unit is brought to compliance, HACP will lift the abatement and resume payments to the Owner starting from the time the unit was brought into compliance.

5. HOUSING ASSISTANCE PAYMENTS

Each month, HACP will make a housing assistance payment ("HAP") to the Owner in the amount of \$ HAP AMT on behalf of the Tenant family in accordance with the HAP contract. The amount of the HAP is subject to change by HACP during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACP to the family and the Owner. The monthly HAP from HACP shall be credited toward the monthly rent payable by the Tenant to the Owner under the lease. The Tenant shall pay the balance of the monthly rent. The Tenant is not responsible for payment of the portion of rent to Owner covered by the HAP under the HAP contract between the Owner and HACP. The Owner may not terminate the tenancy of the family solely for HACP's nonpayment of the HAP.

The amount of the HAP is subject to change by HACP during the term of the lease. Any changes in the amount of the HAP will be effective on the date stated in a notice from HACP to the family and the Owner. The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

- A. the HACP determines, in accordance with HUD procedures, that an increase in rents is needed;
- B. HUD or the HACP changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
- C. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- D. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- E. HUD's procedures for computing the Tenant's assistance payment or rent change; or

- F. the Tenant fails to provide information on his/her income, family composition or other factors as required by the HACP.
- G. the HACP agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in the MTW Plan and the HACP Administrative Plan approved by HUD as instructions and regulations related to administration of the Housing Choice Voucher Program. The HACP agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the HACP to discuss the rent change.

6. LEAD-BASED PAINT/HAZARD DISCLOSURE

If a property was build before 1978

The residential Lead-Based paint Hazard Reduction Act says that any Owner of property built before 1978 **MUST** give the Tenant an EPA pamphlet titled "Protect Your Family From Lead in Your Home". The Owner also **MUST** tell the Tenant and the Broker for the Owner what the Owner knows about lead-based paint hazards that are in or on the property being rented. Owners **MUST** tell the Tenant how the Owners know that lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, and the condition of the painted surfaces. Any Owner of a pre-1978 structure **MUST** also give the Tenant any records and reports that the Owner has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. It is also required that the EPA pamphlet be given to Tenants before the Owner starts any major renovations on a pre-1978 structure. The Act does not apply to housing built in 1978 or later.

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

- A. Owner initial one:
____ Owner does not know of any lead-based paint or lead-based paint hazards (dangers) on the property.
OR
____ Owner knows that there is lead-based paint, or that there are lead-based paint hazards on the Property. Owner must explain what Owner knows about the lead-based paint and hazards, including how Owner learned that it is there, where it is, and the condition of painted walls, trim and other surfaces. Owner must give Tenant any other information Owner has about the lead-based paint and lead-paint hazards.
- B. Owner initial one:
____ Owner has no reports or records about lead-based paint or lead-based paint hazards on the property.
OR
____ Owner has given Tenant all available records and reports about lead-based paint or lead-based paint hazards on the property. List records and reports: _____
- C. Tenant initials all that are true:
____ Tenant received the pamphlet Protect Your Family from Lead in Your Home.
____ Tenant read the information Owner gave in paragraph 6(A) and 6 (B) above.
____ Tenant received all the records and reports that the Owner listed paragraph 6 (B) above.
- D. Owner and Tenant certify, by signing this Lease that the information given is true to the best of their knowledge

7. SECURITY DEPOSIT

The Tenant has deposited **\$ SECURITY DEPOSIT AMT.** with the Owner as a security deposit.

- A. Owner cannot make Tenant pay more than amount allowed by Pennsylvania state law for security deposit. The maximum allowed by law is equal to two-months the contract rent.
- B. Owner may only keep an amount equal to one-months contract rent after the first year of the lease and must then refund to the Tenant any security deposits above that amount.
- C. If the security deposit is more than \$100, Owner must keep it in a special bank account (escrow account) and give Tenant the name and address of the bank.
- D. After the second year (if Tenant continues to live on Property), Owner must keep the security deposit in an escrow account that earns interest. Owner may keep 1 percent of the security deposit each year as an administrative fee. Owner must pay the Tenant the balance of the interest once a year.
- E. Owner can use the security deposit to pay for unpaid rent and damages (beyond normal wear and tear) that are Tenant's responsibility.
- F. When Tenant moves from the Contract Unit, Tenant will return all keys and give owner written notice of Tenant's mailing address where Owner can return the security deposit.
- G. Owner will prepare a list of charges for damages and unpaid rents. Owner may deduct these charges from the security

deposit. Owner must return security deposit and interest (minus any charges to Tenant) within 30 days.

8. APPROVAL OF LEASE FOR CONTRACT UNIT

- A. HACP must approve the lease for the contract unit. The lease may not be revised unless HACP has approved the proposed lease revision in writing.
- B. The HUD Tenancy Addendum for Section 8 Tenant-Based Assistance **MUST** be attached to this or any other lease submitted by the Owner.

9. BREAKING THE LEASE

A. Tenant Breaks the Lease If:

1. Tenant does not pay the full rent amount on time; or
2. Tenant leaves the property permanently before the lease expires; or
3. Tenant fails to recertify timely with HACP; or
4. Tenant fails to allow the Owner or HACP to inspect the unit; or
5. Tenant, family member and/or guest of Tenant damages the unit or property; or
6. Tenant fails to maintain property in accordance with lease provisions; or
7. Tenant violates any other provision of this lease.

If the Tenant breaks the lease for any reason, the Owner will send the Tenant notice giving the Tenant five (5) days to correct the action. Failure to comply may result in the initiation of eviction proceedings against the Tenant. If the Tenant fails to comply, the Owner may serve Tenant with a Notice to Quit, which describes the noncompliance with the lease. If the Tenant is given a Notice to Quit from the Owner and does not move within the allotted time, the Owner may sue the Tenant to take possession of the unit.

B. Owner Breaks the Lease if:

1. Owner fails to repair the unit timely; or
2. Owner enters the unit unauthorized; or
3. Owner fails to maintain property taxes; or
4. Owner fails to maintain renters license; or
5. Owner locks Tenant out without court action; or
6. Owner fails to maintain property in accordance with the lease provisions; or
7. Owner violates any other provisions of this lease.

C. Termination of Tenancy by the Owner

The Owner may only terminate the tenancy on the following grounds:

1. Serious or repeated violation of the terms and conditions of the lease;
2. Violation of Federal, State or local law that impose obligations on the Tenant in connection with the occupancy the contract unit and the premises;
3. Criminal activity -Any of the following types of criminal activity by the Tenant, any member of the household, a guest or other person under the Tenant's control shall be cause for termination of tenancy:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - c. Any drug-related criminal activity on or near the premises.
4. Other good cause.

“Other good cause” may include, but is not limited to, any of the following examples:

- I. Failure by the Tenant family to accept the offer of a new lease or revision after the first year of the lease;
- II. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
- III. The Owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit after the first year of the lease;
- IV. A business or economic reason for termination of the tenancy (such as sale of property, renovation of the unit, desire to rent the unit at a higher rental) after the first year of the lease.

Note: The Owner must give HACP a copy of any Owner eviction notice to Tenant at the same time that the Owner gives notice to Tenant.

D. Tenant notice of intent to vacate unit

1. Tenant must give Owner 30 days to a maximum 60 days notice to vacate the unit.
2. Owner may show the unit to perspective Tenants with proper notice and reasonable hours to the leased Tenant.
3. Perspective Tenants visiting the unit must be accompanied by the Owner or his agent on the leased Tenant agrees to allow the unit to be shown when they are not at home.
4. The Tenant agrees to move out peacefully when lease or notice ends.
5. Owner may post a "for rent" or "for sale" sign on or near the property.

E. The Owner can not evict a tenant who is a victim of domestic violence as set forth under the Violence Against Women's Act to include the following provisions:

VIOLENCE AGAINST WOMEN ACT

Notwithstanding the provisions of Section 9 of this Lease, or any other provision contained herein, the following shall not be considered violations of the Lease constituting defaults and bases for terminating the tenancy or occupancy rights of a victim of domestic violence:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking perpetrated against the victim.
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's Household or any Guest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Household is a victim of that domestic violence, dating violence, or stalking; provided, however, landlord may divide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Unit.

The foregoing exceptions shall not apply unless the victim delivers to the landlord a certification on one of the following forms:

- a. A HUD-approved form supplied by HACP attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
- b. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or
- c. A federal, state, or local police report or court record describing the crime or incident(s) in question.

The victim must deliver the certification to the landlord within fourteen (14) business days after landlord requests the certification. If the victim does not deliver the certification to landlord within the aforesaid period, landlord may terminate the tenancy of the Tenant or any lawful occupant of the Unit including the victim.

The foregoing exceptions, however, shall not limit the authority of the landlord to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if landlord can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

10. INSTALLING AND MAINTAINING SMOKE DETECTORS

- A. Owner will ensure that a working smoke detector is placed as required in the unit.
- B. Tenant will maintain and test detectors monthly.
- C. Owner will test detectors at the time of the home inspection.
- D. Tenant will notify the owner when a smoke detector has non-working batteries.
- E. Tenant will pay for any damage to smoke detectors beyond normal wear and tear, including misuse of batteries.

11. USE and OCCUPANCY of CONTRACTED UNIT

A. Tenant Shall:

- 1. Use the contract unit only as a residence for the family. The unit must be the family’s only residence.
- 2. Comply with all State, County, and/or Municipal Building, Fire Prevention, Housing and Health Department Codes applicable to the Tenant.
- 3. Keep the unit clean.
- 4. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended.
- 5. Obtain approval both from both HACP and the Owner for any changes in the family composition of the family residing in the contract unit.
- 6. Not sublease or sublet the unit.
- 7. Not assign the lease or transfer the unit.
- 8. Tenant shall not “rent out” any part of the contract unit for any reason.
- 9. Properly discard trash, garbage and other waste material as required by the Owner or by law.
- 10. Inform Owner or agent immediately of any repairs needed. Tenant shall be held responsible for any damages to the unit and/or property caused, by Tenant, family member or guest of the family. If damage to the contract unit (other than wear and tear) is caused by acts of or neglect by Tenant or other occupying the premises with the Tenant’s permission, the Tenant, upon prior agreement with Owner, may repair such damage at his/her own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repair to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner.
- 11. Tenant will inform and require family members and guests of property rules and ensure their compliance with these rules.
- 12. Keep paid utilities in service.
- 13. Be responsible for any breach of HQS caused by the family. A breach of HQS caused by the family shall constitute a violation of the family obligations under the program.

B. Tenant Shall Not:

- 1. Keep any flammable materials on the property without Owner’s permission
- 2. Willfully destroy or deface any part of the property.
- 3. Disturb the right to peace and quiet enjoyment of other Tenants.
- 4. Make changes to the property, such as painting, remodeling or adding fixtures without the written permission of the Owner. The Tenant must understand that changes or improvements to the property will belong to the Owner unless otherwise stipulated.

12. MAINTENANCE OF THE PROPERTY AND COMPLIANCE

- A. The Owner will be responsible for the repair of property and common areas as required by law. The Owner must keep the property in compliance with Housing Quality Standards (HQS) and City Codes. The Owner will keep the structure and property in good working order and in a safe condition, including (check all that apply):

- | | | | | |
|-----------------------------------|----------------------------------|---|--------------------------------|--|
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Roof | <input type="checkbox"/> Floors (structure) | <input type="checkbox"/> Walls | <input type="checkbox"/> Common Walkways |
| <input type="checkbox"/> Steps | <input type="checkbox"/> Porches | <input type="checkbox"/> Windows | <input type="checkbox"/> Doors | <input type="checkbox"/> Lawns |

B. The Owner will keep all equipment, systems, services, facilities or appliances supplied by the Owner in Safe, secure and good working order, including (check all that apply):

- ☐ Air Conditioning
- ☐ Sanitary
- ☐ Electrical
- ☐ Ventilation
- ☐ Drainage
- ☐ Security
- ☐ Heating
- ☐ Water Heating
- ☐ Plumbing

C. Where applicable (as in the case of multi-family building), maintenance with respect to common areas, facilities and equipment shall include cleaning, maintenance of lighting and equipment; maintenance of grounds, lawns, and shrubs; arrange for collection and removal of trash and garbage, and removal of snow and ice. Where such equipment and services are to be provided by the Owner they are as follows: (Specify, or state "None")

Maintenance Service: _____

D. Owner shall provide extermination services as conditions may require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No Schedule")

Extermination Schedule: _____

E. The Owner shall provide repainting, as conditions require. If such service is to be provided on a scheduled basis, the schedule is as follows: (Specify, or state "No Schedule")

Repainting Schedule: _____

F. Owner shall make repairs with reasonable promptness.

G. Owner shall comply with all State, County, sand/or Municipal Building, Fire Prevention, Housing and Health Department Codes applicable to the Landlord.

13. OWNER’S RIGHT TO ENTER

- A. Owner shall inspect the property at least three times annually.
- B. Tenant shall allow the Owner or his representative to inspect the property with advance notice during reasonable hours.
- C. The Owner shall give the Tenant at least 24 hours written notice of the date and time he will enter the unit for non-emergency repairs and/or inspection.
- D. In case of an emergency, the Owner may enter the unit without advance notice to Tenant.

14. UTILITIES and APPLIANCES.

A. The Owner shall provide the utilities checked in column (1) below for the contract unit without any additional charge to the Tenant. The utilities checked in column (2) below are not included in the rent, and shall be paid by the Tenant.

Type of Utilities	COLUMN 1 (Put "x" by Utilities included)	COLUMN 2 Put "x" by Tenant Paid utility
Heating type (Specify type:)	X	
Cooking (Specify type:)	X	
Hot water (Specify type:)	X	
Lights, Electric, Other Electric		X
Water usage	X	
Water service	X	
Garbage Collection	X	
Other (specify)		

- B. The kitchen range for the contract unit shall be provided by _____ (Insert Tenant, if appropriate. If unspecified, the Owner shall provide the kitchen range).
- C. The refrigerator for the contract unit shall be provided by _____ (Insert Tenant, if appropriate. If unspecified, the refrigerator shall be provided by the Owner.)
- D. The Owner shall provide the following other appliances for the contract unit:

OTHER Appliance Provided:	

15. HOUSING QUALITY STANDARD INSPECTION

HACP shall be free to inspect the premises covered by the lease periodically, but no less often than annually, to assure that the physical condition thereof continues to meet HUD standards. In the event that HACP reasonably determines that either (i) the physical condition of the premises does not meet HUD standards, other than as a result of action by the Tenant, or (ii) one or more of the services specified herein to be provided by the Owner are not being provided to the premises, or (iii) that the Owner is in breach of any conditions of this lease, HACP may give written notice to the Owner to correct the deficiencies within thirty (30) day or less. Upon the Owner’s failure to do so, the HACP shall have the right, in addition to its other rights and remedies under the HAP Contract, to terminate or reduce housing assistance payments or to terminate the HAP Contract.

16. MEDIATION

- A. Mediation is a way to resolve problems. A mediator helps disputing parties reach an equitable resolution without involving the courts
- B. The Owner or Tenant may request an agreed upon party to mediate issues regarding the tenancy. Such request is to be made in writing.
- C. Both parties will have the right to present evidence of their claim to the mediator.
- D. The mediator will issue a decision within ten business days.

Use of a mediator does not forfeit the right of either party to pursue legal resolution of the dispute.

17. PETS

Check one:

Tenant may _____ or shall not _____ keep a pet on the premises.

18. NOISE

The Tenant agrees not to allow on these premises any excessive noise or other activity, which materially disturbs the peace and quiet or other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant’s peace and quiet

19. OFFER OF NEW LEASE

The Owner may offer the Tenant a new lease, for the term beginning at any time after the initial term. The Owner must give the Tenant written notice of the offer, with a copy to HACP, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the Tenant.

20. EXECUTION OF HAP CONTRACT

This lease has been signed by the parties on the expectation that HACP will promptly execute a HAP contract with the Owner. This lease shall not become effective unless HACP has executed a HAP contract with the Owner effective the first day of the term of the lease.

The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the HAP contract has been executed by the end of this period, this lease shall be void.

21. PROHIBITED LEASE PROVISIONS

HUD prohibits the following types of the lease provisions. If there is any prohibited provision in this lease, the provision shall be void.

- A. Agreement to be sued.-Agreement by the Tenant to be sued to admit guilt or to a judgment in favor of the Owner, in a lawsuit brought in connection with the lease.
- B. Treatment of personal property- Agreement by the Tenant that the Owner may take, hold, or sell personal property of household member without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has move out. The Owner may dispose of this personal property in accordance with State or local law.
- C. Excusing Owner from responsibilities-Agreement by the Tenant not to hold the Owner or Owner’s agent legally responsible for any action or failure to act, whether intentional or negligent.
- D. Waiver of notice- Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.
- E. Waiver of legal proceedings. -Agreement by the Tenant that the Owner may evict the Tenant or household member (1) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of parties.

- F. Waiver of jury trial- Agreement by the Tenant to waive any right to a trial by jury.
- G. Waiver of right to appeal court decision- Agreement by the Tenant to waive any to appeal, or otherwise challenge in court, a court decision in connection with the lease.
- H. Tenant chargeable with cost of legal actions regardless of outcome- Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant.

- G. Waiver of right to appeal court decision- Agreement by the Tenant to waive any to appeal, or otherwise challenge in court, a court decision in connection with the lease.

- H. Tenant chargeable with cost of legal actions regardless of outcome- Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant.

22. PROHIBITION of DISCRIMINATION

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

23. CONFLICT RESOLUTION and OTHER PROVISIONS of LEASE

If there is any conflict between the provisions of the lease, the lease language required by HUD shall control.

~~24. WRITTEN NOTICE OR ACCESSIBLE FORMAT~~

- A. Any notice required by this Lease including, but not limited to, Lease Termination Notice, shall be in writing or alternative requested format, personally delivered to the Tenant, or adult member of the Household, or posted at the Unit by Owner or an officer of the court.
- B. All Tenant notices to Owner shall be in writing or alternative format and delivered to the Owner's office, or sent via first class mail, postage pre-paid, and properly addressed. Tenant shall give Owner thirty (30) days notice, as prescribed above, of Tenant's intent to vacate the Unit.
- C. If the Tenant is a person with a disability, all notices shall be in an accessible format.

- B. All Tenant notices to Owner shall be in writing or alternative format and delivered to the Owner's office, or sent via first class mail, postage pre-paid, and properly addressed. Tenant shall give Owner thirty (30) days notice, as prescribed above, of Tenant's intent to vacate the Unit.

- C. If the Tenant is a person with a disability, all notices shall be in an accessible format.

SIGNATURES:

TENANT:

Tenant Signature

Date signed _____

OWNER:

Owner Signature _____

Date signed _____

AGENT:

Agent Signature

Date signed _____

OWNER MAILING ADDRESS:

CITY: _____

STATE: _____ **ZIP CODE:** _____

PHONE: _____

AGENT MAILING ADDRESS:

CITY: _____

STATE: _____ ZIPCODE: _____

PHONE: _____



Housing Choice Voucher Program
200 Ross Street, 7th Floor
Pittsburgh, PA 15219
412-456-5090, fax: 412-456-5224
www.hacp.org

February 1, 2013

Dear Housing Authority Resident,

Please be advised that a law, the “**Protecting Tenants at Foreclosure Act**”, could be of assistance to you in the event that your rental unit should become subject to foreclosure. This Act essentially requires a landlord or property owner to provide their tenant with no less than 90 days notice in order to terminate a lease due to foreclosure.

If a new owner would happen to take over the property that you rent due to foreclosure, they are required to provide you with a formal, written 90-day notice indicating that your lease will be terminated. In the event that a landlord fails to provide proper notification, you are advised to send the landlord a letter referencing the “**Protecting Tenants at Foreclosure Act**”. You must continue to pay your rent on time.

If a landlord files an eviction complaint against you, tell the court that you have not been provided with a proper 90-day notice and reference the Protecting Tenants at Foreclosure Act. This is a new law, as such, it is possible that a judge may not yet be aware of the law, or the legal responsibility to enforce the law. Please understand that you cannot be forced to move with less than 90 days notice.

If you have any questions about this matter, or if you may be forced to move due to foreclosure, please contact Neighborhood Legal Services at 412-255-6700.

Sincerely,

Heather T. Gaines
Director, Housing Choice Voucher Program/Section 8