

NOTICE TO ALL SECTION 8 LANDLORDS

Judge Ward signed the Second Partial Consent Judgment in Williams V. New York City Housing Authority on February 14, 1995

Please read over carefully the instructions in the "Notice Regarding Section 8 Eviction Proceedings" on the reverse side of this page. Under the terms of this Consent Judgment, when you wish to commence eviction proceedings against a Section 8 tenant, you are required to

- complete the top part of the two forms enclosed,
- mail to the tenant the form that has on its bottom half the heading "Notice to Tenant," and
- mail to the Housing Authority the form that has on the bottom half the heading "New York City Housing Authority's Reply"

Enclosed with the form mailed to the Housing Authority must also be proof that the tenant's copy was mailed or delivered to the tenant. The form and proof of mailing to the tenant must be mailed to:

New York City Housing Authority
Leased Housing Eviction Review Unit
90 Church Street, 9th floor
New York, NY 10007

Please note that in Holdover Proceedings, only those that are based on termination or suspension of Section 8 assistance require use of these forms. If Holdover Proceedings are brought for any other reason, you are merely required to mail or deliver to the New York City Housing Authority's Leased Housing Eviction Review Unit a copy of the Notice to Vacate on the same day that it has been served on the tenant. (If you have any questions, please call 212-306-8500) You will then be required to deliver or mail (by overnight mail) a copy of the Notice of Petition and Petition.

Please make copies of the two forms enclosed for subsequent use. If you wish a small starting supply, you may contact the Leased Housing Department Eviction Review unit.

**CERTIFICATION OF BASIS FOR EVICTION PROCEEDING
AGAINST TENANT PARTICIPATING IN THE SECTION 8
EXISTING HOUSING PROGRAM**

Date: _____

Voucher #: _____

Tenant's Name: _____

Tenant's Address: _____

I. The undersigned landlord intends to commence an eviction proceeding against you on the following grounds and certifies that the grounds constitute a lawful basis for eviction of a tenant participant in the Section 8 program.

- Non-payment of the tenant's share of rent, at \$ _____ per month, for the months of _____, for a total of \$ _____, plus additional charges (if any) in the amount of \$ _____. The landlord does not seek to recover from the tenant the subsidy portion of the rent.

(Total contract rent for apartment is \$ _____)

Explanation and itemization of rent demand and any additional charges (if necessary):

- Holdover proceedings related to termination or suspension of Section 8 assistance, as follows:

II. **FILL OUT THIS SECTION ONLY IF YOU HAVE A CLAIM AGAINST THE TENANT FOR THE TENANT'S SHARE OF THE RENT AND IF YOU ALSO INTEND TO SUE THE AUTHORITY FOR THE SUBSIDY PORTION OF THE CONTRACT RENT.)** The undersigned intends to include in the eviction proceeding a claim against the Housing Authority for non-payment of the subsidy portion of the contract rent, at \$ _____ per month, for the months of _____, for a total of \$ _____. The landlord will not seek recovery of this amount from the tenant.

SIGNED _____

LANDLORD'S ATTORNEY _____

For

ADDRESS _____

LANDLORD'S NAME _____

PHONE# _____

THIS CERTIFICATION MUST BE EXECUTED BY SOMEONE WITH PERSONAL KNOWLEDGE OF THE RELEVANT FACTS, WHICH MAY BE BASED ON THE LANDLORD'S BOOKS AND RECORDS.

NOTICE TO TENANT

PLEASE ADVISE THE HOUSING AUTHORITY WITHIN 10 DAYS OF THE DATE THIS CERTIFICATION IS MAILED OR DELIVERED OF ANY REASON WHY EVICTION PROCEEDINGS SHOULD NOT BE BROUGHT AGAINST YOU. You may respond or object by calling (212) 306-8500 or by writing to:

NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT
EVICTION REVIEW UNIT
90 CHURCH STREET, 9TH FLOOR
NEW YORK, NY 10007

In approximately 20 days, the Housing Authority will send you a copy of its reply.

—Your landlord must have good cause to evict you.

—Your landlord may not sue you for the subsidy portion of the rent.

IF YOUR LANDLORD TAKES YOU TO COURT, YOU MUST ANSWER ALL COURT PAPERS AND APPEAR IN COURT ON ALL DATES. YOU MAY RAISE IN COURT ANY DEFENSES THAT YOU HAVE.

—Your landlord must prove in court that there is good cause to evict you.

—Your landlord may not sue you based on any grounds other than those stated above in this letter.

YOU MAY WISH TO OBTAIN LEGAL REPRESENTATION OR ADVICE FROM A LAWYER. WHEN YOU APPEAR IN COURT, TAKE THIS LETTER WITH YOU AND SHOW IT TO THE JUDGE.

CALL THE HOUSING AUTHORITY AT (212) 306-8500 IF YOU HAVE ANY QUESTIONS.

(SEE REVERSE SIDE FOR ADDITIONAL INFORMATION)

FURTHER INFORMATION REGARDING SECTION 8 EVICTION PROCEEDINGS

The procedures governing eviction proceedings involving tenants in the Section 8 Existing Housing Program are set forth in the Second Partial Consent Judgment in Williams v. New York City Housing Authority, 81 Civ. 1801 (R.J.W.) (1993).

CALL THE HOUSING AUTHORITY AT (212) 306-8500 IF

- you would like a copy of the Second Partial Consent Judgment;
- you have any questions; or
- you want the housing Authority to appear in court or provide additional information.

Before commencing an eviction proceeding based upon non-payment of rent or the termination or suspension of Section 8 assistance, a Section 8 landlord:

- Shall deliver or mail a Certification of Basis for Eviction Proceeding to the tenant and the Housing Authority, (See reverse side);
- Shall wait a minimum of 25 days (30 days if the Certification is mailed) before commencing the proceeding, or until the landlord receives the Authority's reply, whichever is earlier.

Upon receipt of the landlord's Certification, the Authority shall:

- Determine whether it ACCEPTS or OBJECTS TO the Certification; and
- Provide written notice to the landlord and tenant of its determination.

A Section 8 landlord shall NOT maintain a proceeding where:

- The grounds are different from those in the Certification;
- The proceeding seeks a judgment against the tenant for the subsidy portion of the rent; or
- The landlord has not waited 25 days (30 days if the Certification was mailed to the Authority), unless the landlord has already received the response from the Authority.

A Section 8 landlord who is required to certify the basis for eviction and who commences an eviction proceeding shall:

- State in the petition, or attach to it, all documents showing:
 1. That the Authority and the tenant were given the landlord's Certifications;
 2. The reason for the eviction proceeding;
 3. The Authority's response;
 4. That the grounds are the same as in the Certifications; and
 5. That the landlord does not seek to recover the subsidy portion of the rent from the tenant.
- Join and serve the Authority, at the commencement of the proceeding, where the Authority OBJECTS or where the landlord seeks the subsidy portion of the rent from the Authority;
- Deliver or mail by overnight mail to the Authority, at the commencement of the proceeding, the petition where no reply was received from the Authority.

The Authority will appear in court:

- As a necessary party if the Authority OBJECTS TO the Certifications, if the landlord is seeking the subsidy portion of rent from the Authority, if the landlord has certified grounds for a holdover proceeding, or if the landlord fails to comply with these procedures;
- As a witness or party where the tenant previously requested that the Authority recalculate the rent but the Authority has not done so; or
- In any other eviction proceeding, if subpoenaed either as a witness or to provide further information, or at the Court's request.

ADDITIONAL NOTICES TO THE TENANT

CALL THE HOUSING AUTHORITY AT (212) 306-8500 if you have any questions; if you would like additional information; if you want the Authority to appear in Court as a witness or a party; or if you previously requested that the Authority recalculate the rent but the Authority has not done so.

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**Unless the Housing Authority terminates you from the Section 8 program, YOU MAY REMAIN IN THE PROGRAM EVEN IF YOU ARE EVICTED.

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AGAINST TENANT PARTICIPATING IN THE SECTION 8
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I. The undersigned landlord intends to commence an eviction proceeding against you on the following grounds and certifies that the grounds constitute a lawful basis for eviction of a tenant participant in the Section 8 program.

- Non-payment of the tenant's share of rent, at \$ _____ per month, for the months of _____, for a total of \$ _____, plus additional charges (if any) in the amount of \$ _____. The landlord does not seek to recover from the tenant the subsidy portion of the rent.

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**NEW YORK CITY HOUSING AUTHORITY'S REPLY TO
CERTIFICATION OF BASIS FOR EVICTION PROCEEDING**

Date: _____

TO THE ABOVE NAMED LANDLORD AND TENANT:

- I. The Housing Authority ACCEPTS the Landlord's Certification on the grounds stated above.
- A. The Housing Authority intends to participate in the eviction proceeding. Please advise the Housing Authority of the date, time and location of the hearing by telephoning (212) 306-8500.
 - B. The tenant has requested a rent determination hearing and the hearing is being expedited by the Housing Authority.

- II. The Housing Authority OBJECTS TO the Certification for the reason(s) checked below:
- A. The Certification fails to state specific factual allegations regarding the basis for the proceeding.
 - B. Failure to allege facts which, if proven, would establish good cause to evict.
 - C. The proposed non-payment proceeding seeks to recover from the tenant more than the share of rent for which the tenant is responsible. The correct tenant's share of rent per month is \$ _____.
Explanation (if any): _____
 - D. The landlord has failed to comply with Section 8 procedures applicable to the tenant and unit at issue, as follows:
 - 1. Failure to include proof of mailing of Certification to tenant.
 - 2. Other violation(s): _____
 - E. The landlord is seeking to withdraw the tenant's unit from the Section 8 program, in violation of the following applicable law: _____

BY: _____

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**NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT**

**SECTION 8
TENANT-BASED RENTAL ASSISTANCE
PROGRAM**



**HOUSING CHOICE VOUCHER PROGRAM
LANDLORD INFORMATION BOOKLET**

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WELCOME...

The New York City Housing Authority (NYCHA) is pleased to provide you with the following information about the NYCHA Section 8 Housing Choice Voucher program.

This booklet is designed to answer questions and concerns that landlords most frequently ask about the Section 8 program. In October 1998, Congress enacted the Quality Housing and Work Responsibility Act. This Act significantly amended the rules and regulations for the Section 8 program. Most importantly, the existing certificate and regular voucher programs were merged into a single rental assistance program called the Housing Choice Voucher program, which contains elements of both the certificate and regular voucher programs.

Owners participate in the Section 8 program on a voluntary basis. You simply lease your vacant apartments to families with a Housing Choice Voucher. The family pays a portion of the rent, based upon income, directly to you and NYCHA pays the remainder of the rent directly to you each month. The owner/tenant relationship is very similar to your relationship with unassisted tenants. The owner screens and selects appropriate tenants in the same manner as with unassisted tenants.

NYCHA has a Leased Housing (Section 8) office in each borough as well as a central office staff located at 90 Church Street in lower Manhattan. If you have any general questions regarding the Section 8 program that are not answered in this booklet please call our Leased Housing Outreach Unit (212) 306-8555 or go to our web site at www.nyc.gov/nycha and click "Leased Housing - Section 8" on the lower left. Once you have accepted a Section 8 tenant any further questions regarding rental should be directed to the borough office listed below in which your building is located.

<u>Borough</u>	<u>Address</u>	<u>Phone</u>
Bronx	1 Fordham Plaza, 3 rd floor Bronx New York 10458	(718) 329-7881
Brooklyn	350 Livingston Street, 3 rd floor Brooklyn, New York 11217	(718) 250-9743
Manhattan	55 West 125 th Street, 8 th floor New York, New York 10027	(917) 492-8902
Queens	59-17 Junction Blvd, 2 nd floor Corona, New York 11368	(718) 393-7460
Staten Island	120 Stuyvesant Place, 2 nd floor Staten Island, New York 10301	(718) 556-9024

<u>OTHER IMPORTANT PHONE NUMBERS</u>		
Leased Housing Outreach Unit	90 Church St., 9 th floor New York, NY 10007	(212) 306-8555
To Report Fraud:	Office of the Inspector General 250 Broadway, NY, NY 10007	(212) 306-3355

HOW THE TENANT-BASED SECTION 8 PROGRAM WORKS

The following is a basic overview of how the program works:

1. A family is determined to be eligible.
2. The family attends a briefing session in a borough office and is given a Housing Choice Voucher and information about the Section 8 program.
3. The family searches for a unit to rent.
4. When the family finds a unit, they ask the owner or his representative if they will accept the Section 8 family as a tenant and if they are willing to sign and accept the provisions in the Housing Assistance Payments contract.
5. The owner and family complete and sign all required documents.
6. The family calls their Housing Assistant and arranges to return all the paperwork.
7. The family meets with their Housing Assistant who reviews the documentation. If all the forms, the lease terms and the rent are acceptable, then an inspection by Section 8 staff is requested. Inspections are scheduled within 10 working days after all required forms are submitted and approved.
8. An inspector visits the apartment, which must meet Housing Quality Standards in order to be considered acceptable.
9. The tenant and landlord are advised that the apartment has been approved. (If any violations are found they must be corrected before approval can be granted.)
10. The family pays the security deposit.
11. The HAP contract, lease commencement date and subsidy start date shall be the date that the tenant is given possession of the apartment.
12. The family moves into the unit.
13. Each month a portion of the rent is paid directly to the owner by NYCHA and by the tenant. The share of rent paid by the tenant is determined by NYCHA.
14. The family reports to their Section 8 Housing Assistant any required changes in family composition and/or income.
15. The family's eligibility is re-certified every year.
16. The apartment must be re-inspected and pass an HQS inspection every year.
17. Relocation is possible (but not during the initial lease term).

LANDLORD BENEFITS FOR SECTION 8 PARTICIPATION

- Housing Assistance Payments are mailed directly to the owner or agent of the owner on the last working day of each month.
- Risks of rent default are reduced because the tenant's portion of rent is based on income.
- The owner sets and collects the security deposit, which is an amount determined in the same manner as his unassisted tenants or one month's rent, whichever is lower.
- NYCHA maintains an available apartment listing that is provided to all tenants searching for an apartment. Listing your apartment with us increases your pool of potential tenants and may, therefore, assist in reduction of vacancy loss.
- The owner is responsible for screening tenants for a vacant unit. This allows the owner full discretion in tenant selection.
- Annual Housing Quality Standards inspections assist the owner with identifying areas requiring repair and help to maintain the overall quality of the unit.
- The initial lease term must be at least one year, which improves tenant stability. Section 8 guidelines prohibit families from relocating with continued assistance during the initial lease period.
- NYCHA encourages timely payment of the tenant portion of rent by enforcing the family obligations portion of the section 8 program. It is a violation of the family's responsibilities if they fail to make timely rent payments or damage the apartment beyond normal wear and tear.
- Participating owners help New York City's low-income families secure safe, sanitary and decent housing.

QUESTIONS & ANSWERS

What is the tenant-based Section 8 Housing Choice Voucher Program?

The Section 8 program is a federal rent assistance program. The New York City Housing Authority (NYCHA) administers the largest tenant-based Section 8 program in the United States. We currently have 87,000 participating families and 30,000 participating landlords. Other local and state agencies administer Section 8 programs in New York City but on a much smaller scale.

The purpose of Section 8 is to enable eligible families or individuals to live in decent, safe, and sanitary housing by paying only an affordable portion of rental costs. The Program is strictly a rental assistance program.

Who is eligible for Assistance?

Both families and individuals are eligible to receive Section 8 assistance. The applicant must either currently live in substandard housing, have a rent hardship or meet other emergency criteria. The applicant must also be a citizen or eligible non-citizen. Unfortunately, due to the volume of applications on our Section 8 waiting list, NYCHA was forced to close the waiting list in 1994. No applications, except for a limited number of homeless families and other emergency categories, have been accepted and processed.

How does an owner determine if a family is a Section 8 participant?

A participant is issued a Housing Choice Voucher before they begin their search for a housing unit (see "required Forms"). The voucher states the name of the family, their current address and the name of the Public Housing Authority. The voucher also contains a beginning date and expiration date. Families are given a 120-day search period to find an apartment.

An owner should always contact the local Section 8 staff before signing a lease with a Section 8 tenant. The unit must pass a Housing Quality Standards (HQS) inspection and a Housing Assistance Payments (HAP) Contract must be signed by the owner. NYCHA assumes no responsibility for any portion of the rent payment prior to the effective date of the HAP Contract.

What type of units qualify?

Eligible unit types include apartments found in housing developments (NOT public housing), apartment houses and 1-5 family homes.

The apartment can be a rental or co-op unit. In addition the apartment can be a condominium unit that is being sublet by the owner. The family receiving assistance cannot have any financial interest in the unit. The owner of the unit may not be related to any member of the Section 8 tenant household (mother, father, stepmother, stepfather, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, uncle or aunt), unless the family includes a member with a disability and a reasonable accommodation is required because the family cannot find another suitable apartment due to the disability.

Section 8 rental assistance cannot be used in a unit that is already subsidized.

There are no designated Section 8 units. Each family is free to choose the unit they wish to rent. However, the unit chosen must meet the following conditions:

- The owner must be willing to participate in the Program.
- The owner must be willing to sign a one or two year lease with the family, and a Housing Assistance Payments Contract with NYCHA.
- The owner must not be related to any household member.
- The unit must pass an HQS inspection.
- The rent requested by the owner must be reasonable in comparison to rents for other non-subsidized, comparable units in the area.
- The unit must not be owner occupied.
- The unit must be the right size for the family, i.e., it must not create an overcrowded condition.
- The owner's proposed lease must be acceptable and must be the same lease that the owner uses for non-subsidized tenants.

Final acceptability of a unit is the decision of Section 8 staff.

How are NYCHA and tenant portions of rent determined?

Each year HUD establishes a "payment standard" for apartments based upon the number of bedrooms. NYCHA's Section 8 program, with HUD's approval, is currently set at 100% of the payment standard for new rentals. This gives voucher holders the opportunity to find apartments at rents higher than they could otherwise afford. (Please see the enclosed chart for current figures.)

If a voucher holder finds an apartment where the rent is at or below the payment

standard, the tenant pays a yearly rent equal to 30% of adjusted gross income (divided into 12 monthly payments) and NYCHA pays the difference.

If a voucher holder rents an apartment where the rent is above the payment standard, the tenant portion of rent is equal to 30% of adjusted gross income plus the difference between the payment standard and the actual rent. However, at the initial rental the family contribution for rent may not be permitted to exceed 40% of their monthly adjusted income.

Who makes the rental payment and when may an owner expect to receive the Payment?

Each month NYCHA makes a housing assistance payment directly to the owner. The first check for a new tenant may take 4 to 6 weeks to process depending upon the date the unit passes inspection and the date NYCHA receives all necessary paperwork from the tenant. NYCHA normally mails all regular housing assistance payments checks on the last working day of each month (e.g. the May housing assistance payment check is mailed the last working day of April).

The tenant is responsible to pay their portion of the rent directly to the owner according to the terms of the lease. The owner is responsible for collecting the tenant's portion of the rent.

Does NYCHA pay real estate brokers' fees?

Our Section 8 program currently has a list of more than 1,000 participating real estate brokers in New York City. NYCHA will pay the broker's fee (equal to one-month's contract rent) for any voucher holder that

uses the services of a participating broker only when transferring from an apartment with hazardous conditions. (In addition, NYCHA will continue to pay broker fees on behalf of tenants with disabilities as a reasonable accommodation, in appropriate circumstances and on a case by case basis.) This is the curtailed program effective 9/1/03. Any questions should be directed to the Leased Housing Outreach Unit at (212) 306-8555.

How much rent is the family expected to pay?

The family contribution toward rent is based on income. Section 8 families typically pay 30% of their monthly adjusted income toward rent and utilities. If the gross rent (rent and utilities) exceeds the Payment Standard, however, the family may have to pay a greater amount of their income toward rent and utilities.

How much may I charge for rent?

A rent limit is not applicable in the Housing Choice Voucher program. The owner establishes the contract rent. Obviously, in rent controlled and rent stabilized apartments, NYCHA will approve the legal rent registered with DHCR. However, NYCHA may not approve a unit for the Section 8 program if the contract rent exceeds rents charged for similar, unsubsidized units in the neighborhood. NYCHA conducts ongoing rent surveys to determine rent reasonableness.

In addition, NYCHA may not initially approve a unit for rental if the gross rent for the unit exceeds the Payment Standard AND this results in the family's contribution toward rent being greater than 40% of their monthly adjusted income.

Are rent increases allowed?

Yes, an owner may request a rent increase upon expiration of the initial or subsequent leases. Normally, the increase shall be based upon the percentage increase permitted by the Rent Guideline Board. If a landlord believes a larger increase is warranted, appropriate supportive documentation must be submitted for approval.

May I collect a security deposit?

Yes, NYCHA encourages owners to collect a security deposit. The security deposit should not exceed that charged to other, unassisted renters or one month's rent, whichever is lower.

Who selects and screens the tenants?

The selection and screening of suitable tenants is the responsibility of the owner. Section 8 staff only screen the family for eligibility according to Program criteria (income, citizenship, housing need, etc.).

Included in the eligibility process is also a criminal background check (CBC) which is conducted for every adult family member.

How often is the unit inspected?

The unit must pass an HQS inspection (see "HQS Summary") before the Section 8 family may move into the unit. If the family currently occupies the unit, it must pass an inspection before Section 8 subsidy payments may begin.

The unit must be inspected at least once every 12 months while the unit remains on the Section 8 Program. Each family is assigned an "annual re-certification" month that corresponds with the lease commencement month. The unit is

inspected and the family's eligibility re-determined 30-120 days in advance of the annual re-certification date each year.

You will receive a notice each year advising you of the inspection date. Although the landlord is not asked to be present at the inspection, this notice gives you the opportunity to pre-inspect the apartment to assure that no substandard conditions exist and the unit, therefore, continues to meet Housing Quality Standards.

What are the inspection criteria?

A discussion of Housing Quality Standards and an inspection form detailing HQS inspection criteria are included in this booklet.

Who pays the utilities?

The owner and the tenant decide who is responsible for each utility. Both the lease and HAP contract must stipulate who is responsible for each utility. Regardless of who is responsible to pay each utility, for the unit to pass the Section 8 Housing Quality Standards inspection, every unit must have electricity, hot and cold running water, an adequate and acceptable permanent heat source, a refrigerator, and a cooking stove.

How long is the family eligible for assistance?

A family's eligibility is re-determined every 12 months. Each family has an annual re-certification date that is based on the initial move-in date to their current unit in the Section 8 program. The family's eligibility will be re-determined and a HQS inspection of the unit conducted 30 to 120 days in advance of this date.

A family continues receiving Section 8 rental assistance as long as they continue to be eligible, the unit where they reside passes

HQS and the family does not violate any of their family obligations in the program (See Family Obligations portion of voucher).

If the family vacates a unit, the payment for the unit stops. The owner is entitled to keep the housing assistance payment ONLY through the month in which the family relocated. Any checks received after a family vacates must be returned to NYCHA. The owner must always notify NYCHA when a Section 8 tenant vacates.

If the family's assistance is terminated because of a violation of their family obligations, the owner is notified that the housing assistance payment contract is terminated. If the owner agrees, the tenant may remain in the unit and pay all of the rent.

May an owner evict a Section 8 tenant?

An owner has the right to begin a non-payment or holdover action against a Section 8 tenant in landlord/tenant court (as he may with a non-subsidized tenant) under the terms of the lease agreement signed between the tenant and landlord. Obviously, the owner must follow state and local laws regarding evictions. A consent decree signed by Judge Ward in New York State Supreme Court in 1995 established a set of procedures that must be followed when a landlord plans to commence an eviction action against a Section 8 tenant. Our eviction process can be summarized as follows:

1. The required eviction forms (which can be obtained by calling our Eviction Unit at 212-306-8500) must be submitted to the Housing Authority for approval (along with proof of mailing to the tenant of this form) if the reasons for the eviction are either:
 - Non-payment of tenant portion of rent, or

- Termination or suspension of subsidy resulting in a contemplated holdover action by the landlord.

If the Authority objects to the proceeding, then the landlord may continue in L&T court but must also name the Housing Authority as co-defendant. (In non-payment cases, however, if the landlord agrees with the reason for our objection he may re-submit the form with the correct amount of rent due. If we then approve the request, there is no need to name NYCHA as co-defendant.) If the landlord receives no response to an eviction notification form within 30 days, then the landlord may also continue the proceeding.

2. If the reason for the eviction is anything other than those mentioned above, then the landlord is required to deliver to our Eviction Review Unit at 90 Church Street a copy of the Notice to Vacate and, subsequently, a copy of the Petition and Petition.

Who is responsible for unpaid tenant rent and damages?

If a tenant does not pay their portion of the rent or causes damage to the unit, the owner may elect to evict the tenant. This must be done legally through court order obtained in Landlord/Tenant Court. The security deposit may be applied toward unpaid rent and damages.

Can I "opt out" of participation in the Section 8 program?

There are several answers to this question. If a Section 8 tenant lives in a rent controlled or rent stabilized apartment, when a lease expires the landlord is required by law to offer the tenant a renewal lease with the same terms and conditions as the original lease (except for appropriate rent increases or other conditions to which the tenant also agrees).

In non-regulated apartments, which in New York City are predominantly located in 1 to 5 family homes, the landlord may choose not to sign a new HAP contract with the Housing Authority when a lease expires. The tenant then has the option of obtaining a voucher and seeking another apartment or remaining in the apartment and paying the full rent. If the landlord wants the tenant to move from the apartment, then the landlord must commence a holdover action in Landlord/Tenant court if the tenant does not move voluntarily.

If I have one Section 8 tenant, do I have to rent to other tenants with Section 8?

Whether or not a landlord currently has Section 8 tenants is irrelevant. A landlord may choose to accept or reject a Section 8 tenant for any vacancy that may be available. It does not matter whether or not the building already contains a Section 8 tenant.

May an owner sell a property occupied by a Section 8 tenant?

Yes, NYCHA requests that you contact the Section 8 borough office and notify the family as soon as possible in the event of an ownership change.

LANDLORD RESPONSIBILITIES IN THE SECTION 8 PROGRAM

1. To perform routine management functions including: screening and selecting tenants, maintaining the property, collecting rent, handling tenant complaints and taking appropriate action against tenants who do not abide by the obligations of their lease. Participation in the Section 8 program does not relieve a landlord of any normal duties of ownership. NYCHA only pays a portion of the contract rent on behalf of the family.
2. To comply with all requirements of the Housing Assistance Payment contract.
3. To honor the lease agreement signed between the landlord and tenant.
4. To maintain the unit at all times so that it meets federal Housing Quality Standards. (See the Summary of Housing Quality Standards on page 12). The owner may require the Section 8 tenant to repair or pay for repairs or damages (other than normal wear and tear) caused by the family or guests of the family.
5. To collect only the amount of rent from the tenant that supplements the subsidy received from the Housing Authority to equal the amount specified in the lease or subsequent legal increase in contract rent.
6. To notify the appropriate Leased Housing borough office immediately if the tenant vacates the unit. Landlords are not eligible to receive payments if the tenant is not living in the unit. The HAP contract automatically terminates when a Section 8 tenant vacates a unit and the landlord is not eligible to receive subsidy payments if the family is no longer in occupancy.
7. To immediately report to the appropriate Leased Housing borough office if any utilities are disconnected, whether paid for by the owner or tenant (if known). If a tenant or landlord fails to fulfill their obligations to connect/pay utilities as required by the lease agreement, the subsidy is subject to suspension or termination.
8. To provide proof of ownership of a building (or unit) as required by NYCHA.
9. To provide a W-9 as required by HUD/NYCHA regulations.
10. To notify the Section 8 staff of proposed rent increases as least 60 days prior to the effective date of the increase.

Failure to fulfill these obligations may result in the withholding, suspension or termination of housing assistance payments. Future participation in the program may also be prohibited.

HOUSING QUALITY STANDARDS (HQS) General Guidelines

HQS are minimum standards applying to all units in the Section 8 Housing Choice Voucher Program.

A copy of the inspection form that must be completed by the landlord and tenant is attached. Our inspectors use handheld computers when conducting apartment inspections. However, they use the same inspection criteria as indicated on the inspection sheets.

Before initial move-in:

- The Housing Assistance Payments contract cannot be finalized before a unit is inspected and meets Housing Quality Standards.
- When an owner signs the Housing Assistance Payments contract with NYCHA, he/she affirms that the unit meets Housing Quality Standards.

It is the owner's responsibility to maintain the unit so it always meets Housing Quality Standards unless the tenant causes the unit to become substandard. For further information regarding this issue please refer to the "Questions & Answers" portion of this booklet.

At annual re-certification:

- Every year, 60–120 days in advance of the month in which the Housing Assistance Payments contract became effective, an HQS inspection must be conducted by a NYCHA inspector.
- If the unit passes inspection the HAP contract and subsidy continue to be paid.
- If the unit fails inspection, a notice is sent to the owner on the next work day that lists each failed item in detail. Except for life threatening conditions, which must be corrected within 24 hours, repairs must be completed within 30 days of the initial inspection date or subsidy payments must be suspended. If we receive signed verification from both the landlord and tenant within 25 days that appropriate corrective measures have been taken, then subsidy will continue with no re-inspection. If the landlord advises us within 25 days that corrective measures have been taken but written verification is not received from the tenant, then an inspector will re-inspect the apartment on or about the 25th day (as scheduled and indicated on the original notice to the landlord). If the apartment meets HQS, subsidy will continue. If we are notified of completed repairs more than 60 days after the initial inspection date and the apartment meets HQS upon re-inspection, then subsidy payments will resume effective the day the owner notified us that repairs are complete (upon submission of paid bills for repairs) or the date of re-inspection (if no paid bills were submitted).

Special Inspections:

- NYCHA will complete a special inspection at the request of the tenant or landlord as needed. NYCHA does not conduct routine move-out inspections.

COMMON REASONS APARTMENTS FAIL HQS INSPECTIONS

1. Hard-wired smoke alarm missing or not working. (It is the tenant's responsibility to maintain a battery-powered smoke detector that is provided by the landlord. A non-working battery-powered smoke detector is, therefore, considered a tenant-caused deficiency and will result in commencement of an action to terminate the tenant from the Section 8 program if corrective action is not taken. Subsidy will not be interrupted while the tenant remains in the Section 8 program.)
2. Paint on surfaces in the apartment or in common areas leading to the apartment is chipping, cracking or peeling.
3. Electrical outlet covers are missing or broken.
4. Windows are cracked or do not open or close properly.
5. Bug/vermin infestation.
6. Exposed electrical wiring.
7. Lack of ventilation in the bathroom (e.g. no window or working exhaust vent).
8. Stove or refrigerator is missing or inoperable and/or stove is missing knobs, burners or heating elements.
9. A tripping hazard is present as a result of a damaged floor covering.

NOTE:

A room without a window or a room with a window that opens onto an air shaft cannot be considered as a bedroom. (However, the apartment may still pass HQS.)

Name of Applicant: _____ Voucher # _____
 Present Address: _____ Telephone Number: _____

APARTMENT INSPECTED			OWNER OR AGENT	
DEVELOPMENT	ADDRESS	APT.	NAME	
			ADDRESS	PHONE

INSTRUCTIONS: One of the requirements of this program is that housing into which an applicant moves be clean, in good repair and free from any conditions that could be dangerous or unhealthy for the family. This inspection sheet will help you determine if the house or apartment being inspected is likely to meet this requirement. It is possible that the unit may be good housing but might require some repairs. If these are made before rental, the unit may be acceptable.

The Housing Authority will inspect the unit and reserves the right to require further repairs or replacement of fixtures, or to reject the unit if it does not meet the standards of the program or if it has major deficiencies which the landlord does not propose to correct.

APPLICANT: Answer questions for building and all rooms in apartment to be inspected.

		YES	NO			YES	NO	
1.	STREET & EXTERIOR OF BUILDING			3.	LIVING ROOM			
1.1	Are SITE & immediate NEIGHBORHOOD free from conditions which endanger health & safety of tenants, including open vacant or fire gutted buildings?	<input type="checkbox"/>	<input type="checkbox"/>	3.1	Are there at least 2 WORKING OUTLETS or 1 working outlet & 1 WORKING LIGHT FIXTURE? Is room free from electrical HAZARD?	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Is building free from high levels of AIR POLLUTION from vehicular exhaust, sewer/fuel gas, dust or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>	3.2	Is there at least one window and are all WINDOWS in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Are EXTERIOR SURFACES sound and hazard free?	<input type="checkbox"/>	<input type="checkbox"/>	3.3	Are all WINDOWS & DOORS accessible from the outside LOCKABLE?	<input type="checkbox"/>	<input type="checkbox"/>	
1.4	Are the ROOF, GUTTERS & DOWNSPOUTS sound & free of hazards?	<input type="checkbox"/>	<input type="checkbox"/>	3.4	Are the CEILING, WALLS & FLOOR sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>	
1.5	Are all exterior surfaces accessible to children under 7 years old free of cracking, peeling & loose PAINT or adequately covered to prevent exposure to LEAD BASE PAINT?	<input type="checkbox"/>	<input type="checkbox"/>	3.5	Are all interior surfaces free of cracking, peeling & loose PAINT or adequately covered to prevent tenant exposure to LEAD BASE PAINT?	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Are there adequate covered facilities for GARBAGE approved by local agency?	<input type="checkbox"/>	<input type="checkbox"/>	3.6			<input type="checkbox"/>	<input type="checkbox"/>
1.7	Are all EXTERIOR STAIRS, RAILS & PORCHES sound & hazard free?	<input type="checkbox"/>	<input type="checkbox"/>	3.7			<input type="checkbox"/>	<input type="checkbox"/>
1.8	Is FOUNDATION sound & hazard free?	<input type="checkbox"/>	<input type="checkbox"/>	4.	KITCHEN			
1.9	Is CHIMNEY sound & hazard free?	<input type="checkbox"/>	<input type="checkbox"/>	4.1	Is there at least one WORKING ELECTRICAL OUTLET & one permanently installed LIGHT FIXTURE? Is kitchen free from ELECTRICAL HAZARD?	<input type="checkbox"/>	<input type="checkbox"/>	
2.	INTERIOR OF BUILDING & UNIT			4.2	Are all WINDOWS & DOORS accessible from the outside LOCKABLE?	<input type="checkbox"/>	<input type="checkbox"/>	
2.1	INTERIOR STAIRS & HALLS hazard free?	<input type="checkbox"/>	<input type="checkbox"/>	4.3	Is there a SINK with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	
2.2	Are ELEVATORS working & do they have current inspection certificate?	<input type="checkbox"/>	<input type="checkbox"/>	4.4	Are WINDOWS in good condition?	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Unblocked FIRE EXIT from building?	<input type="checkbox"/>	<input type="checkbox"/>	4.5	Is there a SPACE TO STORE AND PREPARE FOOD?	<input type="checkbox"/>	<input type="checkbox"/>	
2.4	Is there ACCESS TO UNIT without going through another unit?	<input type="checkbox"/>	<input type="checkbox"/>	4.6	Are all interior surfaces free of cracking, peeling & loose PAINT or adequately covered to prevent exposure to LEAD BASE PAINT?	<input type="checkbox"/>	<input type="checkbox"/>	
2.5	Unit/bldg. free of RATS, MICE, VERMIN?	<input type="checkbox"/>	<input type="checkbox"/>	4.7	Are the CEILING, WALLS & FLOOR sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>	
2.6	Unit/bldg. free of GARBAGE OR DEBRIS?	<input type="checkbox"/>	<input type="checkbox"/>	4.8			<input type="checkbox"/>	<input type="checkbox"/>
				4.9			<input type="checkbox"/>	<input type="checkbox"/>
				4.10		<input type="checkbox"/>	<input type="checkbox"/>	

REMARKS: (Refer only to items shown on this side of page.)

4. KITCHEN (continued)

YES NO

- 4.11 Is there a working OVEN & RANGE with working top burners? YES NO
- 4.12 Is there appropriate size REFRIGERATOR in working order. YES NO

5. BATHROOM

- 5.1 Is there at least one permanently installed LIGHT FIXTURE? YES NO
- 5.2 Is room free from ELECTRICAL HAZARD? YES NO
- 5.3 Are all WINDOWS & DOORS accessible from the outside LOCKABLE? YES NO
- 5.4 Are all WINDOWS in good condition? YES NO
- 5.5 } Are the CEILING, WALLS & FLOOR sound
5.6 } and free from hazardous defects?
5.7 }
- 5.8 Are all interior surfaces free of cracking, peeling & loose PAINT or adequately covered to prevent exposure to LEAD BASE PAINT? YES NO
- 5.9 Is there a private TOILET in working order? YES NO
- 5.10 Are there private BATH OR SHOWER &
5.11 WASH BASIN, with hot and cold running WATER? YES NO
- 5.12 Is there an operable WINDOW OR EXHAUST FAN? YES NO

6. HEATING & PLUMBING

- 6.1 Is the HEATING EQUIPMENT capable of providing ADEQUATE heat? YES NO
- 6.2 Is the apartment free of any UNSAFE HEATING EQUIPMENT? YES NO
- 6.3 Does apartment have adequate VENTILATION? YES NO
- 6.4 Is HOT WATER HEATER located, equipped and installed in a safe manner? YES NO
- 6.5 Is PLUMBING free from major leaks or corrosion causing rust or contamination of drinking water? YES NO

7. BEDROOMS & OTHER ROOMS FOR LIVING

- 7.1 Room Code 1. Bedroom
2. Dining Room or Area
3. 2nd Living Room & Den
Location _____ 4. Halls, Staircase
Right/Left _____ 5. Additional Bathroom
Front/Rear _____ 6. Other _____
Floor Level _____

YES NO

- 7.2 If room code 1, are there 2 WORKING OUTLETS or 1 working outlet & 1 working permanently installed LIGHT FIXTURE? If not code 1, is there means of illumination? YES NO
- 7.3 Is room free from ELECTRICAL HAZARD? YES NO
- 7.4 Are all WINDOWS in good condition? If code 1, is there at least 1 window? YES NO
- 7.5 Are all WINDOWS & DOORS accessible from the outside LOCKABLE? YES NO
- 7.6 } Are the CEILING, WALLS & FLOOR
7.7 } sound and free from hazardous defects?
7.8 }
- 7.9 Are all interior surfaces free of peeling, cracking & loose PAINT or adequately covered to prevent exposure to LEAD BASE PAINT? YES NO

7. BEDROOMS & OTHER ROOMS FOR LIVING

- 7.1 Room Code Location _____
- 7.2 If room code 1, are there 2 WORKING OUTLETS or 1 working outlet & 1 working permanently installed LIGHT FIXTURE? If not code 1, is there means of illumination? YES NO
- 7.3 Is room free from ELECTRICAL HAZARD? YES NO
- 7.4 Are all WINDOWS in good condition? If code 1, is there at least 1 window? YES NO
- 7.5 Are all WINDOWS & DOORS accessible from the outside LOCKABLE? YES NO
- 7.6 } Are the CEILING, WALLS & FLOOR
7.7 } sound and free from hazardous defects?
7.8 }
- 7.9 Are all interior surfaces free of peeling, cracking & loose PAINT or adequately covered to prevent exposure to LEAD BASE PAINT? YES NO

8. SMOKE DETECTORS

Is there at least one battery-operated or hard-wired smoke detector in proper working condition on each level of unit? YES NO

If apartment is occupied by hearing-impaired persons, is there an alarm system for hearing-impaired in each bedroom occupied by a hearing-impaired person? YES NO

9. LEAD PAINT

If owner is required to cover any interior or exterior surface, has compliance certification been obtained? If not required, check box. Not Required

OWNER CERTIFICATION

I certify that above property has had applicable surfaces covered as required.

Signature _____ Date _____

Total Rooms # Bedrooms Family Size Complete on This Page Continued on Next Page

REMARKS:

TENANT'S SIGNATURE _____		DATE _____	Does unit meet Housing Quality Standards? YES <input type="checkbox"/> NO <input type="checkbox"/>	
INSPECTED BY (Signature) _____	DATE _____	REVIEWED BY (Signature) _____	DATE _____	

PROPERTY OWNERS & LEAD-BASED PAINT Things to Know

In September 1999, federal regulations were passed regarding lead-based paint when a property owner elects to sell a property or lease apartments in a building built prior to 1978. In 2004 the New York City Council passed Local Law 1 which strengthened regulations even more. It applies to apartments and common areas of buildings built before 1960 (or built between 1960 and 1978 if the landlord knows that the building contains lead paint), with 3 or more apartments, and where a child under 7 years of age lives. On turnover (when a tenant moves out), all rental units, including those in 1- and 2-family homes, are covered by the law.

Landlords must find out if a child under 7 lives in any apartment in buildings covered by the law. They must inspect those apartments for lead paint hazards. They must use safe work practices and trained workers for any work that disturbs lead paint in applicable apartments and common areas, including required repairs of peeling paint. "Clearance dust wipe tests" must be performed when work is finished and landlords must keep all records in connection with these issues for 10 years.

Property owners must inspect apartments for peeling paint, deteriorated subsurfaces, friction surfaces, impact surfaces, and chewable surfaces. Keeping all painted surfaces free of chipping/peeling paint will protect your investment, provide a quality product for your residents, and MOST IMPORTANTLY, protect small children from the hazards of lead-based paint. Lead poisoning may cause damage to the brain and nervous system, behavior and learning disabilities, slowed growth, hearing problems and headaches.

Lead is more dangerous to children than adults because:

- Babies and young children often put their hands and other objects in their mouths and these objects may have lead dust on them.
- Children's growing bodies absorb more lead.
- Children's developing brains and nervous systems are more sensitive to the damaging effects of lead.

LEAD-BASED PAINT An HQS Issue

Lead based paint is an HQS issue if the unit was constructed before 1960, or between 1960 and 1978 if there is any knowledge that lead based paint was ever used there, AND the apartment is occupied or scheduled to be occupied by at least one child under 7 years of age. If there is a child under the age of 7 in the

household and there are visible signs of deteriorated paint constituting a lead based paint hazard such as chipping, peeling or chalking, OR, if there is a child under the age of seven in the household with a diagnosed EBLL (elevated blood lead level), regardless of whether a visible lead based paint hazard is present in the apartment, the landlord must follow proper procedures for correcting the problem. The paint surfaces must be stabilized or the lead based paint hazard must be removed. In order to do this, the following guidelines must be followed:

- The owner may choose to have the unit tested by a certified lead based paint inspector. If the apartment is found to be free of lead based paint, the owner does not have to engage in the paint stabilization process. Once a clearance examination is completed and the apartment is determined to be lead free, no further action is required for the unit. The owner must provide NYCHA with a copy of the clearance report.

If the test confirms the presence of lead based paint, then the EPA and HUD regulations for the removal or stabilization of lead based paint hazard must be followed. After the paint stabilization is complete, a clearance examination must be completed by a certified lead based paint specialist who did not do the lead hazard work. The owner must provide NYCHA with a copy of the clearance report.

- If the owner does not wish to have the unit tested, then the paint must be stabilized assuming that there is lead present, in accordance with EPA and HUD regulations. After the paint stabilization is complete, a clearance examination must be completed by a certified lead based paint specialist who did not do the lead hazard work. The owner must provide NYCHA with a copy of the clearance report.

NOTE: Federal regulations regarding lead based paint stabilization and abatement are very similar to local law requirements. Therefore, hazard reduction and clearance for an owner's Section 8 tenants and unsubsidized tenants are very similar.

REIMBURSEMENT BY NYCHA TO THE LANDLORD FOR CLEARANCE COSTS

As noted above:

IF

1. Deteriorated paint is found in an amount in excess of the minimums allowed by federal and local regulations, and
2. There is a child under the age of seven residing in the apartment

OR

A child under the age of seven is determined by the Department of Health to have an elevated level of lead in the blood and there is evidence of deteriorated paint in the apartment,

THEN

The landlord must take the appropriate steps to correct the condition through stabilization of the painted surfaces per regulatory guidelines.

Following the stabilization process a clearance examination must be conducted by a properly licensed third party, who played no role in the paint stabilization process.

Upon submission to the Leased Housing Department of a paid bill and a copy of the clearance report, the Housing Authority will reimburse you for these clearance costs up to \$600 per incident. (This does not include the costs incurred for paint stabilization/hazard reduction.)

SECTION 8 AND BUILDING OWNERS

A Vital Partnership

We know that our goal of providing rental assistance for the maximum number of eligible families is achievable only if the building owners in New York City agree to participate with us. It has always been a challenge to balance the needs of our voucher holders and our participating landlords with federal and local bureaucratic requirements.

To ensure an ongoing pool of available apartments, we have endeavored to continually re-examine our procedures as they relate to the needs of our participating landlords. We have undertaken several initiatives that we feel helps to make our Section 8 program more "landlord friendly."

As already discussed in this booklet, we are now:

1. Reimbursing landlords for the costs of lead-based paint clearance activity:
See "Lead-Based Paint" portion of this booklet (p. 18) for details
2. Streamlining and computerizing our inspection process, which will enable us to expedite rentals and maximize the time given to the landlord to make required repairs and avoid any suspension of subsidy.
See "Questions and Answers" portion of this booklet (p. 9) for details.
3. Paying brokers' fees:
By having a list of more than 900 participating real estate brokers, our voucher holders who are eligible for broker fees (only for those transferring from a unit with hazardous conditions) have an additional resource enabling them to find available apartments and, therefore, reduce vacancy loss.
See "Questions and Answers" portion of this booklet (p. 8) for additional details.

In addition, we have made the following procedural changes:

4. Rent start date:
For all rentals, after the rental or transfer Housing Assistant advises the tenant and landlord that we have successfully completed the rental process, staff will determine the date that the tenant was given possession of the apartment (i.e. the date keys were received). This date will be the effective date of the HAP contract, landlord/tenant lease and the date subsidy begins.
5. Individual apartment improvements:
For individual apartment improvements, if the tenant and NYCHA had agreed to the improvement and the landlord subsequently submitted paid bills for the completed work, staff will immediately process the appropriate rent increase. The effective date of the rent increase will be the 1st of the month following the completion date of the work.
6. Tenant-caused damages:
See "Questions & Answers" portion of this booklet for details.

REQUIRED FORMS

Following is a sample of the forms that the applicants and transferees are given at the time they receive their Housing Choice Voucher enabling them to seek an apartment. As you can see, some forms require only the landlord's signature, some require only the tenant's signature and some require both.

Additional information and documentation may be required depending upon the circumstances of each rental.

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 03/31/2004)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours 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.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
<i>SAMPLE</i>		
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.
- C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
1. The proposed unit or lease is disapproved for specified reasons, and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request PHA written approval to add any other family member as an occupant of the unit.

10. Promptly notify the PHA in writing if any family member no longer lives in the unit.
 11. Give the PHA a copy of any owner eviction notice.
 12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins)
See section by section instructions

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

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

Section 4: Household Members

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

Section 5: Initial Lease Term

Enter first date and last date of initial lease term

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

- o Such shorter term would improve housing opportunities for the tenant, and
- o Such shorter term is the prevailing local market practice.

Section 6: Initial Rent to Owner

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

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. a. Tenant

b. Tenant #

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$

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

7. Initial Housing Assistance Payment

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

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

The housing assistance payment by the PHA is deemed received by the owner upon mailing by the PHA.

1. Utilities and Appliances

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

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

Signatures:

Public Housing Agency

NEW YORK CITY HOUSING AUTHORITY
 Print or Type Name of PHA

 Signature

 Print or Type Name and Title of Signatory

 Date (mm/dd/yyyy)

Owner

 Print or Type Name of Owner

 Signature

 Print or Type Name and Title of Signatory

 Date (mm/dd/yyyy)

Mail Payments to:

 Name

 Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA

remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of the housing assistance payments and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

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

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with HQS because of an increase in the family size or a change in family composition.
- (7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breaches the HAP contract.

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

- a. **When paid**
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.

- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payment and termination of the contract).

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

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

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

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

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

e. **Limit of PHA responsibility.**

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

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

8. Owner Certification

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

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

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

- a. The owner must not discriminate against any person because of race, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan

program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payment, termination of housing assistance payments and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights or remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computer equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to a third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

a. "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program.

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepbrother) or any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section must be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits, which may arise from it.

14. Assignment of the HAP Contract

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended, or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended, or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.
15. **Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

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

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the 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 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 the 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 need 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 paid 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 violations 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 causes damage to the unit or premises.

(3) After the initial lease term, such good cause include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a 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 unit higher rent).

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

f. 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 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, familiar 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 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 by the PHA in accordance with HUD requirements.

16. Notices

Any notices 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 person 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.

Request for Lease Approval
Section 8 Tenant-Based Assistance
 Rental Certificate Program/Rental Voucher Program

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

OMB Approval No. 2577-0169 (exp. 4/30/2001)

Public reporting burden for this collection of information is estimated to average 5 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. 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.

Eligible families submit this information to the Housing Authority (HA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The HA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

Program Type (mark one) <input type="checkbox"/> Certificate <input type="checkbox"/> Voucher 1. Name of Housing Agency (HA)	2. Address of Unit (street address, apartment number, city, State & zip code)
--	---

3. Requested Beginning Date of Lease (mo / day / yr)	4. No. of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amount
--	--------------------	---------------------	------------------	----------------------------

8. Type of House/Apartment
 Single Family Detached Semi-Detached / Row House Manufactured Home Garden / Walkup Elevator / High-Rise

9. Utilities and Appliances. Insert O if furnished by Owner or T if furnished by Tenant.

Item	O / T	Coal	Oil	Natural Gas	Electric	Bottle Gas	Other
Heating (Specify Type)							
Cooking (Specify Type)							
Other Electric							
Air Conditioning							
Water Heating (Specify Type)							
Water							
Sewer							
Trash Collection							
Range/Microwave							
Refrigerator							
Other (Specify)							

10. Owner's Certifications. By executing this request, the owner certifies that:
 a. The most recent rent charged for the above unit was \$ _____ per month. This rent included the following utilities:

The reason for any difference between the prior rent and the proposed rent in Block 6 is:

b. I will advise the HA and family of any lead-based paint on the surfaces of the unit of which I have knowledge prior to or during the initial housing quality standards (HQS) inspection of the unit.

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

f1. HA Determinations.

- a. The HA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.
- b. The owner's lease must include word-for-word all provisions of the HUD lease addendum.
- c. The HA will arrange for inspection of the unit and will notify the owner and family as to whether or not the lease and unit will be approved.

Print or Type Name of Owner or Other Party Authorized to Execute the Lease	Print or Type Name of Family		
Signature	Signature (s)		
Telephone Number	Date	Telephone Number	Date
Business Address	Present Address of Family (street address, apartment no., city, State, & zip code)		

NYCHA 059.122 (11/03)
ADDITIONAL LANDLORD INFORMATION

NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT

SUBMIT THIS FORM TOGETHER WITH SIGNED LEASES, CONTRACTS, INSPECTION FORM, AND W-9. DO NOT FILL IN AMOUNTS OR DATES ON LEASES AND CONTRACTS UNTIL YOU SPEAK WITH A SECTION 8 STAFF PERSON. COPIES OF RECORDED DEED AND PREVIOUS LEASE WILL ALSO BE NEEDED: AS NOTED.

PROPOSED RENTAL			
APPLICANT OR TENANT NAME(S)		UNIT TO BE RENTED (No. & Street) (Apt. #)	
(Borough)	(Zip Code)	TOTAL # OF ROOMS	DATE OF PREVIOUS VACANCY
IS BUILDING: <input type="checkbox"/> RENT CONTROLLED <input type="checkbox"/> CONDOMINIUM <input type="checkbox"/> COOP <input type="checkbox"/> RENT STABILIZED <input type="checkbox"/> 1-5 FAMILY HOUSE <input type="checkbox"/> OTHER _____			
COPY OF PREVIOUS LEASE AND/OR RENT REGISTRATION MUST BE SUBMITTED NOTE: A RECORDED DEED IS REQUIRED FOR NEW BUILDINGS ENTERING THE SECTION 8 PROGRAM STREET INTERSECTIONS WHERE BUILDING IS LOCATED			
NO. OF APTS. IN BUILDING	NO. OF STORIES	(Check One) <input type="checkbox"/> ELEVATOR <input type="checkbox"/> WALK UP	FLOOR ON WHICH RENTAL APARTMENT IS LOCATED
NAME OF DEVELOPMENT			NO. OF BUILDINGS IN COMPLEX

OWNER	
EXACT LEGAL NAME OF OWNER	PHONE #
SUPPLY EITHER: SOCIAL SECURITY # _____ -OR- TAX ID # _____	
NAME OF OFFICE, PARTNER, MEMBER	TITLE
IF PARTNER IS A CORPORATION, SUPPLY NAME & TITLE OF OFFICER	
NAME _____	TITLE _____
MAILING ADDRESS OF OWNER (No. & Street) (Apt. #) (Borough) (Zip Code)	
IS OWNER RELATED TO SECTION 8 TENANT? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, SPECIFY RELATIONSHIP (And Submit Current Schedule "E" Tax Form)
DO YOU NOW HAVE OR HAVE YOU HAD IN THE PAST ANY TENANTS RECEIVING SECTION 8 SUBSIDY IN THIS BUILDING? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES: (Vendor (LL) #) (Building #)

AGENT	
IF AN AGENT IS AUTHORIZED TO SIGN LEASES AND CONTRACTS FOR YOU, PLEASE ATTACH A FORMAL NOTARIZED LETTER SO STATING.	
AGENT'S NAME	PHONE #
SUPPLY EITHER: SOCIAL SECURITY # _____ -OR- TAX ID # _____	

SUBSIDY PAYMENTS	
NAME OF ENTITY OR PERSON TO WHOM HOUSING AUTHORITY PAYMENTS ARE TO BE MADE: <input type="checkbox"/> AGENT <input type="checkbox"/> OWNER	
MAILING ADDRESS (Apt. #) (Borough) (Zip Code)	
THE ABOVE PARTY MUST COMPLETE, SIGN AND RETURN ATTACHED W-9 FORM.	
NAME (Print)	TITLE
SIGNATURE	DATE
	<input type="checkbox"/> AGENT <input type="checkbox"/> OWNER

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

Lead warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgement (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								

or

Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

AVAILABLE APARTMENTS

Boro _____

Zip Code _____

List Date _____

Bedroom # _____

Rent Amount _____

Address _____

Apt. # _____

Apt Ready? _____

Contact Phone _____

Contact Name _____

Senior Citizen Building? _____

Elevator in building? _____

What floor is apartment on? _____

Are there steps to the building entrance? ____ How many? _____

Does the apartment have:

Wide doors? _____

Grab bars? _____

Any other accessibility feature? _____

Is there anything else in the apartment that would make it easier for the mobility impaired to live in the apartment?

NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT

NEW PAYMENT STANDARDS
EFFECTIVE 10/01/05

RENTALS, TRANSFERS &
ANNUAL REVIEWS FOR TENANTS WHO EITHER RENTED
OR TRANSFERRED EFFECTIVE 7/1/04 AND LATER

Number of Bedrooms	With Gas and Electric
0	\$940
1	\$1,003
2	\$1,133
3	\$1,406
4	\$1,556
5	\$1,789
6	\$2,023
7	\$2,256
8	\$2,490

UTILITY ALLOWANCES

# BRs	GAS	ELECTRIC	TOTAL <small>(w/o Gas & Electric)</small>
0	\$16	\$44	\$60
1	\$18	\$48	\$66
2	\$20	\$54	\$74
3	\$20	\$62	\$82
4 or more	\$20	\$69	\$89



New York City Housing Authority

Tino Hernandez, Chair
Earl Andrews, Jr., Vice-Chair
Joanna Aniello, Member
Vilma Huertas, Secretary

Douglas Apple, General Manager
Gregory A. Kern, Director, Leased Housing Department