

DELAWARE HOUSING ACCESS ASSOCIATION

Housing Choice Voucher Program

REQUEST FOR TENANCY APPROVAL (RFTA)

This page describes the process for requesting approval to move into a new unit. Please follow the instructions below before submitting this packet to Dover Housing Authority.

PHA(s) of unit jurisdiction(s) (check all that apply):

- ☐ Dover Housing Authority (“DHA”)
- ☐ Delaware State Housing Authority (“DSHA”)
- ☐ Newark Housing Authority (“NHA”)
- ☐ New Castle County Housing Authority (“NCCHA”)
- ☐ Wilmington Housing Authority (“WHA”)

Step I - Complete and Return RFTA Packet

Attachment #1 - Landlord must read and sign the acknowledgment.

Attachment #2 (HUD Form 52517)-Landlord must complete lines 2 thru 15. Both the Landlord and the Client must fill in their contact information, and sign and date the form.

Attachment #3 - Landlord and Client must read and sign where indicated.

Attachment #4 - Client must read, complete and sign.

Attachment #5 (HUD Form 52641-A)-This Tenancy Addendum must be attached to any proposed Lease. Landlords should keep this Attachment until the lease is signed.

Step 2 - Qualifying Client for the Unit

Once the client delivers the RFTA, the Housing Program Assistant has 7 days to evaluate the form, and the Client and Landlord will be notified within 7 days if the client qualifies for the unit, along with the amount that will be paid by the PHA on behalf of the client.

Step 3 – Physical Condition & Repairs

After RFTA submission, the Landlord is responsible for evaluating the physical condition of the unit in accordance with HUD NSPIRE standards. The property owner will certify via a completed certification form (See Attachment #7: Certification of Compliance with NSPIRE HCV/PBV Standards) that the unit complies with all requirements in order to pass initial inspection. If any repairs are identified as needed, the landlord will have until 24 hours prior to the scheduled initial inspection to certify that all needed repairs are addressed.

Step 4 - Initial Inspection

After Qualification, the RFTA will be given to the Inspection Coordinator, who shall have 10 days to contact the Landlord, schedule and have completed, an Initial Inspection of the unit (unless the unit is not yet ready to be inspected, as indicated on the RFTA).

Step 5 - Lease Signing and Review

Once the unit Passes inspection, the Landlord must have the client sign a Lease and forward a copy (along with Attachment #5) to the Housing Assistant handling the case within 10 days.

Step 6 - HAP Contract and Payment

Once the lease has been reviewed and approved, a HAP (Housing Assistant Payment) contract will be forwarded to the Landlord for signatures and must be returned to the HA. Once the signed HAP is received, a final signature by the HA executes the HAP and the case is submitted for payment. It may take up to two payment cycles to complete the process and begin payments.

Attachment #1: Landlord Acknowledgment of Ultimate Responsibility for Certain Services

ATTENTION LANDLORDS and TENANTS:

NEW SECTION MID-PAGE

Please be apprised that the tenants must pay utility bills and provide and maintain any appliances

that the owner is not required to provide under the lease; however, the Delaware Office of State Planning Coordination [Code Enforcement] reserves the right to hold the owner responsible for sewer service charges, trash collection and provision of water and electricity. (Water and electricity are required for a unit to be considered habitable.)

It is ultimately the responsibility of owners under the DE Landlord/Tenant Code and Land Use requirements to ensure that units remain habitable and do not become nuisance properties.

Tenant caused damages (landlords please check one):

☐

The repair of the tenant-caused damages must be made by the tenant, but only in accordance with the owner's specifications and with prior written owner approval.

OR

☐

The repair of tenant-caused damages must be completed by the owner at the expense of the tenant.

This acknowledgement must be signed by the landlord or their legal representative and returned with an executed Housing Assistance Payment Contract (**HAP**) before the PHA can approve any subsidy payments.

I understand and acknowledge the aforementioned requirements.

Landlord Signature

Date

Tenant Signature

Date

Attachment 2

Request for Tenancy Approval
Housing Choice Voucher Program

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

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

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information- on this form by Section 8 of the U.S. Housing Act (42 U.S.C, 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law,

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit#, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type Single Family Detached (one family under one roof) Semi-Detached (duplex, attached on one side) Rowhouse/Townhouse (attached on two sides) Low-rise apartment building (4 stories or fewer) High-rise apartment building (5+ stories) Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) Tax Credit <input type="checkbox"/> HOME Section 236 (insured or uninsured) Section 515 Rural Development Other (Describe Other Subsidy, including any state or local subsidy) <div></div>		

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil' criminal' or regulatory investigations and prosecutions.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

☐

11. Utilities and Appliances

☐

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

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

☐☐☐☐☐☐☐☐☐☐

12. Owner's
Certifications
Address and unit
number

Date Rented

Rental Amount

1.		
2.		
3.		

c. Check one of the following:

☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises

☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

b. 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 leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Print or Type Name of Owner/Owner Representative

Print or Type Name of Household Head

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Owner/Owner Representative Signature

Head of Household Signature

--	--

Business Address

Present Address

--	--

Telephone Number

Date (mm/dd/yyyy)

Telephone Number

Date (mm/dd/yyyy)

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MEMORANDUM OF UNDERSTANDING

The respective parties, Landlord, and
, Tenant, in pursuing a Lease supported
by a HUD Housing Choice Voucher, hereby expressly understand that:

Delaware State Housing Authority ("DSHA"), Dover Housing Authority ("DHA"), Newark Housing Authority ("NHA"), New Castle County Housing Authority ("NCCHA"), and Wilmington Housing Authority ("WHA"), operating in partnership with Delaware Housing Access Association, have elected to participate as a Public Housing Agency (hereafter "PHA") for the sole purpose of administering the U.S. Department of Housing & Urban Development's Housing Choice Voucher Program (formerly known as Section 8) in and for the State of Delaware.

The PHAs' participation does not create or establish in any way whatsoever a Landlord/Tenant relationship between the PHA(s) and either the Owner/Landlord/Lessor or the Family/Tenant/Lessee. In this regard, the PHAs' relationship with both the Lessor and Lessee is contractual. The PHA(s) have absolutely no obligation whatsoever to enforce the Landlord/Tenant rights, obligations and remedies of either the Lessor or Lessee.

Further, the parties expressly understand that the PHA(s) shall enforce its contractual rights and remedies in accord with the various documents signed by the PHA(s) and Lessor, and PHA and Lessee. Since the aforesaid relationships are contractual the PHAs' rights, obligations and remedies are not governed by the Delaware/Landlord/Tenant Code.

Owner/Landlord/Lessor

Family/Tenant/Lessee

Date

Date

Attachment #4: Lead-Based Paint Questionnaire

CLIENT/TENANT: Please Answer the Following Questions

(This is for the purpose of monitoring lead-based paint in homes with children.)

1. Is anyone in your household currently pregnant? Yes ☐ No ☐ (Circle one.)

2. How many children under the age of 7 will be living in the home?

3. **Please complete a line below for EACH child living in the home.**

<u>Name</u>	<u>Sex</u>	<u>Date of Birth</u>

HEAD OF HOUSEHOLD SIGNATURE

DATE

Attachment 5

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may, not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of a. Maintenance

(2) Rent- charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality or provided at no additional cost to unsubsidized tenants in the premises

with HUD requirements, or

7. Maintenance, Utilities, and Other Services

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

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

C. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

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.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

C. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

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

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

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

d. Other good cause for termination of tenancy\

During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as the sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

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

a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(b) Violating a condition of probation or parole under Federal or State law.

Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

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

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

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

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

h. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

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

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

j. Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant; For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

1. Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.m.

Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notices at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

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

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Attachment 6: Certification of Compliance with NSPIRE HCV/PBV Standards

Property Information:

Property Name:	Address:	Owner:	Owner Contact Information:	Number of Bedrooms:	Year Constructed:
			Phone:		
			Email:		

Affirmative Habitability Requirements per 24 CFR 5.703(d) and NSPIRE Final Rule

I certify that the subject property has been inspected based on the standards listed in the NSPIRE HCV/PBV Inspection Checklist and that the following requirements and timeframes for corrections have been adhered to:

Deficiency Designations and Timeframes

- **LT (Life-Threatening):** To be corrected within 24 hours (Fail)
- **S (Severe):** To be corrected 24 hours prior to initial inspection scheduled date (Fail)
- **M (Moderate):** To be corrected 24 hours prior to initial inspection scheduled date (Fail)
- **L (Low):** Not applicable to correction timeframe (Pass)

Areas Inspected and Certification:

Category	Physical Standard	Unit/Inside/Outside	Designation	Correction Timeframe	Status	Owner Comments
Address/Signage	Signage is broken, illegible, or not visible.	Inside/Outside	M	24 hours prior to initial inspection scheduled date		
Bathtub/Shower	All showers/bathtubs drain properly/fully functioning	Unit	M/S	24 hours prior to initial inspection scheduled date		
Cabinets/Storage	Missing/inoperable.	Unit	M	24 hours prior to initial inspection scheduled date		
Call-For-Aid System (if applicable)	System is fully functioning/ accessible/ pull cord no higher than 6 inches above the floor	Unit/Inside	LT	24 hours		
Carbon Monoxide	Alarm installed/functioning properly	Unit/Inside	LT	24 hours		
Ceiling	Unstable surface/hole in ceiling	Unit/Inside	M/S	24 hours prior to initial inspection scheduled date		
Cooking Appliance	All appliances installed, fully intact and fully functioning (no burners broken)	Unit/Inside	M/S	24 hours prior to initial inspection scheduled date		

Chimney	1. Visually accessible chimney,flue, or firebox contain fire and convey smoke and combustion gases to exterior	Inside/Outside	LT	24 hours		
	2. Chimney exhibits signs of structural failure	Inside/Outside				
Dryer -Ventilation	Transition duct installed/ ventilating with proper airflow/ of suitable material	Unit/Inside	LT	24 hours		
Fence/Gate	Fence structurally sound/fully intact/gate latches	Outside	M	24 hours prior to initial inspection scheduled date		
Doors (Entry/Fire)	1. Door opens	Inside/Outside	M	24 hours prior to initial inspection scheduled date		
	2. Door closes		S			
	3. Door not penetrated through/ fully intact		M			
	4. Self-closing mechanism installed and fully functioning		S			
	5. Door frame/threshold/trim and door seal installed/not damaged		M			
	6. No door components damaged/inoperable		S			
	7. Entry door secured					
	8. Entry door installed		LT	24 hours		
Doors (General)	1. No exterior door components damaged/inoperable	Outside	M	24 hours prior to initial inspection scheduled date		
	2. Garage door fully intact (no holes) and fully functionin	Unit/Inside/Outside				
Egress	Obstructed means of egress/ rescue opening – all rooms.	Inside/Outside	LT	24 hours		
Electrical	1. All outlets properly grounded and energized/reset buttons operable	Unit/Inside/Outside	S	24 hours prior to initial inspection scheduled date		
	2. All outlets within 6 ft of water source protected					
	3. At least two (2) working outlets installed in each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture installed in each habitable room	Unit	M			
	4. Auxiliary lighting installed/ fully functioning	Inside/Outside	S			
	5. Exterior lighting installed/fully functioning/secure	Outside	M			
	6. Exterior lighting installed/fully functioning/secure	Unit/Inside				
	7. Electrical Panel accessible	Unit/Inside/Outside				

	8. Electrical Panel Protection device noncontaminated		S			
	9. Electrical Panel Protection device is fully functioning	Unit/Inside/Outside	LT	24 hours		
	10. No evidence of outlet/switch damage/exposed wiring	Unit/Inside/Outside				
Elevator	Elevator and safety devices fully functioning/elevator cab level with floor	Inside	M	24 hours prior to initial inspection scheduled date		
Fire Escape	Fire escape fully intact	Outside	LT	24 hours		
Fire Extinguisher	Fire extinguisher installed and fully functioning/ pressure gauge charged/service tag not expired	Unit/Inside/Outside	LT	24 hours		
Flammable/ Combustible Items	1. No flammable/combustible items placed within 3 ft of HVAC/Fuel-Burning Water Heater	Unit/Inside/Outside	LT	24 hours		
	2. No improperly stored chemicals	Unit/Inside/Outside	LT	24 hours		
Floor	No floor substrate exposed/uneven floor/tripping hazard	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Food Prep	Food prep area/counter present and fully intact	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Foundation	1. No exterior cracking/flaking	Unit/Inside/Outside	M	24 hours prior to initial inspection scheduled date		
	2. No Water infiltration/damaged supports	Unit/Inside				
	3. Vent cover fully intact	Outside				
Guardrail	Grab bar secured	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
	Installed/fully intact	Unit/Inside/Outside	LT	24 hours		
Handrail	Installed/fully intact/secured	Unit/Inside/Outside	M	24 hours prior to initial inspection scheduled date		
HVAC	1. AC fully functioning	Unit	M	24 hours prior to initial inspection scheduled date		
	2. Inspection: Apr 1 - Sept 30: a. Heating source fully functioning	Unit/Inside	M			
	3. HVAC/Safety Shield fully intact		S			
	4. Inspection: Oct 1 - Mar 31: a. Heating source fully functioning and temp >67.9°F	Unit	S			
	5. Inspection: Oct 1 - Mar 31: a. Heating source fully functioning and temp >64°F	Unit/Inside	LT	24 hours		

	6. Unvented space heater that burns gas, oil, or kerosene is present.*	Unit/Inside	LT	24 hours		
	7. Combustion chamber cover or gas shutoff valve fully intact	Unit/Inside	LT	24 hours		
	8. Fuel burning heating system exhaust vent is installed and fully functioning.	Unit/Inside/Outside	LT	24 hours		
Infestation	No evidence of cockroaches, rats, or other pests.	Unit/Inside/Outside	M/S	24 hours prior to initial inspection scheduled date		
Lead-Based Paint	No deteriorated paint	Unit/Inside/Outside	M/S	24 hours prior to initial inspection scheduled date		
Leak - Gas/Oil	Natural gas, propane, or oil leak	Unit/Inside/Outside	LT	24 hours		
Leak - Sewage	No blocks/leaks/damage to cap	Unit/Inside/Outside	M/S	24 hours prior to initial inspection scheduled date		
Leak - Water	No outside water intrusions/ plumbing leaks/sprinkler system fluid leaks	Unit/Inside/Outside	M/S	24 hours prior to initial inspection scheduled date		
Litter	Litter/trash accumulated outside trash area (interior)	Inside	M	24 hours prior to initial inspection scheduled date		
Mold	No observed elevated moisture level/moderate/high level mold	Unit	M	24 hours prior to initial inspection scheduled date		
	No observed high level of mold	Unit/Inside	S			
	No observed extremely high level of mold	Unit/Inside	LT	24 hours		
Parking Lot	No potholes/ponding	Outside	M	24 hours prior to initial inspection scheduled date		
Private Roads/Driveways	No potholes/blocked access	Outside	M/S	24 hours prior to initial inspection scheduled date		
Refrigerator	Installed/fully functioning	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Retaining Wall	Structurally sound	Outside	M	24 hours prior to initial inspection scheduled date		
Roof	1. No gutter blocks/damage/missing components	Outside	M	24 hours prior to initial inspection scheduled date		
	2. No roof damage/holes/standing water					
Sharp Edges	No cut/puncture hazards	Unit/Inside/Outside	S	24 hours prior to initial inspection scheduled date		
Sink	All sinks installed/properly draining/fully functioning	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Sidewalk/Walkway/Ramp	No blocked access/uneven surface/structurally sound	Outside	M	24 hours prior to initial inspection scheduled date		

Site Drainage	All drainage gates secure	Outside	M	24 hours prior to initial inspection scheduled date		
Smoke Alarm	All smoke alarms installed and functioning properly.	Inside	LT	24 hours		
Sprinkler	System installed at least 18 in away from obstructing objects/ fully intact/fully functioning/no corrosion or contamination	Outside	LT	24 hours		
Stairs	Tread/stringer fully intact	Unit/Inside/Outside	M	24 hours prior to initial inspection scheduled date		
Structure	No significant structural failure	Unit/Inside/Outside	LT	24 hours		
Toilet	All toilets installed/fully intact/ fully functioning/secure at base	Unit/Inside	M/S	24 hours prior to initial inspection scheduled date		
	At least 1 toilet installed	Unit	LT	24 hours		
Trash Chute	All trash chutes open/close/have no blockage	Inside	M	24 hours prior to initial inspection scheduled date		
Trip Hazard	No tripping hazards on walking surfaces	Unit/Inside/Outside	M	24 hours prior to initial inspection scheduled date		
Ventilation	System fully intact/controlled/ functioning/fully dehumidifies bathrooms	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Wall - Exterior	No missing sections >1ft/peeling paint>10 sq ft/fully intact	Outside	M	24 hours prior to initial inspection scheduled date		
Wall - Interior	No loose/detached surfaces/failing interior structure/holes >2in or cluster holes >6in	Unit/Inside	M	24 hours prior to initial inspection scheduled date		
Water Heater	1. No TPR Valve leaks/ obstruction/damaged or piping	Unit/Inside/Outside	M/S	24 hours prior to initial inspection		
	2. Hot water in unit	Unit	S			
	3. Chimney/flue piping installed properly without blockage	Unit/Inside/Outside	LT	24 hours		
	4. Gas shutoff installed/fully intact	Unit/Inside/Outside	LT	24 hours		
Window	All windows open/stay open/close and lock/fully intact	Unit/Inside	M/S	24 hours prior to initial inspection scheduled date		

Additional Standards:

- All life-threatening issues (LT) were addressed within 24 hours.
- All severe issues (S) and moderate issues (M) were corrected 24 hours prior to initial inspection scheduling date.

Declaration: By signing below, I certify that the inspection of the property was conducted according to the standards outlined by HUD's NSPIRE HCV/PBV requirements and all deficiencies were addressed in the specified correction timeframe.

Signature:

Date: