



# **Housing Choice Voucher Landlord Handbook**

**PREVIOUSLY KNOWN AS SECTION 8 - HOUSING CHOICE  
VOUCHER PROGRAM (HCV)**

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*We transform lives through housing*

**MISSION**

**AS A NATIONAL LEADER IN AFFORDABLE HOUSING,  
KING COUNTY HOUSING AUTHORITY SERVES TO  
PROVIDE INNOVATIVE, EFFECTIVE, AND EQUITABLE  
SOLUTIONS SO THAT ALL PEOPLE AND COMMUNITIES  
CAN PROSPER.**

**VISION**

**ALL RESIDENTS OF KING COUNTY HAVE QUALITY  
AFFORDABLE HOUSING.**

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# **Welcome to the King County Housing Authority**

## **Housing Choice Voucher Program**

Welcome to the King County Housing Authority (KCHA) Housing Choice Voucher (HCV) Program. If you are a rental property owner or manager, this handbook will help you understand how the HCV Program works.

### **What is the HCV program?**

The HCV Program is a rental assistance program funded by the US Department of Housing and Urban Development (HUD) and administered locally by KCHA. The success of the program depends on our partnership and ability to contract with owners, landlords, and property managers who provide decent, safe, and sanitary rental units to HCV participants. Many low-income families in King County depend on owners like you, who are willing to participate.

The HCV program allows a Housing Authority to pay a fixed amount to a landlord based on the tenant's income. The tenant is responsible for any amount above the HCV payment. The tenant will be initially responsible to pay between 28% and 40% of their monthly income for rent and utilities. There are no published limitations on the amount of contract rent a landlord may request; however, the rent must be comparable to other similar units in the area.

### **Who is an eligible HCV Participant?**

To be eligible for the HCV program the family must:

- ❖ Qualify as a Family as defined by HUD and KCHA.
- ❖ Have income at or below HUD-specified income limits.
- ❖ Qualify on the basis of citizenship or the eligible immigration status of family members.
- ❖ Provide information depending on local preference for all family members as required by HUD.
- ❖ Consent to KCHA's collection and use of Family information as provided for KCHA-provided consent forms.

## What are the benefits to becoming a HCV landlord?

Many landlords and property managers appreciate the following advantages of the Housing Choice Voucher program:

- ❖ Having a contracted monthly assistance payment that is on time and guaranteed.
- ❖ If the tenant's income decreases, their portion of the rent can be lowered and KCHA's portion can be increased, so the landlord gets the full rent amount.
- ❖ There is minimal paperwork and landlords use their own lease and screening process for tenant selection.
- ❖ Inspections done by KCHA will help you to maintain your property. Keeping your property well maintained can make it easier to re-lease when a participant vacates.
- ❖ KCHA assists landlords when the tenant is in violation of the lease by sending warning letters.
- ❖ The program provides an additional way to find tenants to fill vacant units and a free listing tool for vacant units: [www.GoSection8.com](http://www.GoSection8.com) and [www.SocialServe.com](http://www.SocialServe.com).

## How does a landlord get on the HCV program?

Families apply to KCHA for HCV rental assistance. When a family's application reaches the top of the waiting list, eligibility for the program is verified. At a tenant briefing, KCHA issues the family a Voucher, Rental Estimate Sheet, and Request for Tenancy Approval (RFTA) Packet which permits them to seek a rental unit. A prospective tenant will provide this documentation to a landlord who will qualify the family per the criteria used for unassisted rental applicants. Landlords should ensure that the tenant selection standards are based on objective, business-related considerations, such as previous history of rental payment, credit reports, landlord references, damages to unit, or disturbance of neighbors. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disabilities, or any other discriminatory factors. **KCHA does not screen families for their suitability: this is the owner's responsibility.**

Any landlord willing to work within the guidelines of the Housing Choice Voucher program can rent their unit on the HCV program. The rent must be within the program limits and comparable to other rents in the area, the unit must meet the Housing Quality Standards, and the landlord must be willing to maintain and enforce their obligations under the signed contracts.

**List a property** - KCHA partners with two third-party websites to help people in King County find affordable homes on the private market. We refer Housing Choice Voucher voucher-holders to these sites when they want to search for available units. Local service providers and other housing resource agencies also direct people to the sites. \*Sign-up is free but additional charges may apply\*.

[List your properties using Emphasys](#)

[List your properties using AffordableHousing.com](#)

## How does the process work?

Once the family finds a landlord willing to participate, the following process begins:

### Tenant screening

When a tenant approaches a landlord about renting a unit, it is important to remember they have only been screened by KCHA for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord. KCHA assists the landlord in screening by supplying the name, address, and telephone number of the last landlord to rent to the tenant, if known. This information can be found on page 4 of the Request for Tenancy Approval supplied by the tenant. It is O.K. to charge screening and holding fees to the prospective tenant as long as they are the same fees charged to other unassisted tenants.

KCHA also partners with and refers voucher-holders to the non-profit <http://www.SocialServe.com> and <http://www.Gosection8.com> to help people in King County find affordable homes on the private market. Landlords can sign up to advertise their units free of cost. If you need help creating, editing, or removing a listing, please contact SocialServe at 1-877-428-8844.

### Source of Income Discrimination (SOID)

**SOURCE OF INCOME DISCRIMINATION** is the practice of a landlord choosing to not rent or renew a tenant's lease due to their source of income. Effective 09/30/2018, landlords cannot discriminate against tenants who use federal, state, or locally issued benefits to pay their rent.

<http://lawfilesex.tleg.wa.gov/biennium/2017-18/Pdf/Amendments/House/2578-S2%20AMH%20RICC%20H4735.1.pdf>

1) A **landlord may not, based on the source of income** of an otherwise eligible prospective tenant or current tenant:

(a) **Refuse to lease** or rent any real property to a prospective tenant or current tenant, unless the:

(i) Prospective tenant's or current tenant's source of income is conditioned on the real property passing inspection;

(ii) Written estimate of the **cost of improvements necessary to pass inspection is more than one thousand five hundred dollars**; and

(iii) Landlord has not received moneys from the landlord mitigation program account to make the improvements;

(b) Expel a prospective tenant or current tenant from any real property;

(c) **Make any distinction, discrimination, or restriction against a prospective tenant or current tenant** in the price, terms, conditions, fees, or privileges relating to the rental, lease, or occupancy of real property or in the furnishing of any facilities or services in connection with the rental, lease, or occupancy of real property;

(d) **Attempt to discourage the rental** or lease of any real property to a prospective tenant or current tenant;

(e) Assist, induce, incite, or coerce another person to commit an act or engage in a practice that violates this section;

(f) Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of the person having exercised or enjoyed or having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under this section;

(g) **Represent to a person that a dwelling unit is not available** for inspection or rental when the dwelling unit in fact is available for inspection or rental; or

(h) Otherwise **make unavailable or deny a dwelling unit** to a prospective tenant or current tenant that, but for his or her source of income, would be eligible to rent real property.

(2) A landlord may **not publish, circulate, issue, or display**, or cause to be published, circulated, issued, or displayed, any communication, notice, advertisement, or sign of any kind relating to the rental or lease of real property that indicates a **preference, limitation, or requirement based on any source of income.**

(3) If a landlord requires that a prospective tenant or current tenant have a certain threshold level of income, any source of income in the form of a **rent voucher or subsidy must be subtracted from the total of the monthly rent prior to calculating** if the income criteria have been met.

4) A person in violation of this section shall be held liable in a civil action up to four and one-half times the monthly rent of the real property at issue, as well as court costs and reasonable attorneys' fees.

(5) As used in this section, "**source of income**" includes benefits or subsidy programs including **housing assistance, public assistance, emergency rental assistance, veterans' benefits, social security, supplemental security income or other retirement programs**, and other programs administered by any federal, state, local, or nonprofit entity. "Source of income" does not include income derived in an illegal manner.

## **The Request for Tenancy Approval**

If the tenant passes the landlord's screening criteria and is accepted, the new landlord must complete the following forms in the RFTA packet to get the process started:

- ❖ the Request for Tenancy Approval
- ❖ the Housing Choice Voucher Landlord Certification
- ❖ a request for Taxpayer Identification Number
- ❖ the Lead Based Paint form (see [Exhibits](#))
- ❖ and a Direct Deposit form

The landlord and the participant must complete and return these forms to KCHA for review. KCHA will look first at the rent requested by the landlord. It must be comparable to rents for other similar units in the area and the tenant's portion must not exceed 40% of their income. If these criteria are met, the information will be forwarded to an inspector to schedule an inspection.

Landlords may collect a refundable security deposit. Be aware that KCHA has the discretion to prohibit deposits that are in excess of private market practice, or in excess of security deposits for your unassisted units.

## **Can I sell my unit if there is a Housing Choice Voucher tenant in place?**

Yes. However, before the sale, you must disclose the presence of the Housing Choice Voucher tenant to the new owner. If the tenant has lived in the unit for less than 12 months, the new owner must continue the lease with the tenant through the end of the 12-month term. If the sale takes place after the first 12 months, the new owner may ask the tenant to vacate the property. Proper notice procedures to the tenant must be observed. Of course, the new owner is welcome to continue renting to the tenant. If you do sell your property with Housing Choice Voucher tenant who will continue tenancy, you must contact Lydia Garza ([LydiaG@kcha.org](mailto:LydiaG@kcha.org) or 206-214-1319) or Carlisa Bacote ([CarlisaB@kcha.org](mailto:CarlisaB@kcha.org) or 206-574-1109) for information on transferring your property to a new owner.

## **The unit rent approval**

At the time of initial lease-up on the Housing Choice Voucher HCV program, a unit must meet **two rent tests**:

1. The unit must be rent **reasonable in comparison to other rents** charged for comparable unassisted units; and
2. The tenant's **portion of rent** cannot exceed 40% of their monthly income (**as determined by KCHA**). **"Rent" is the sum of the rent and the Energy Assistance Supplement (EAS)** combined.

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet one or both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent, the unit cannot be used on the program and the Housing Choice Voucher participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

## The HQS Inspection process

- ❖ **Housing Quality Standards (HQS)** are the minimum health and safety standards allowed by HUD for rental property. The HQS standards must be maintained throughout the term of the contract with the Housing Authority. To insure compliance of HQS the Housing Authority must conduct an initial inspection of the unit (depending on unit type) to identify any health and safety violations of HQS.

Housing Assistance Payments will be effective the day the unit passes HQS or the day the tenant receives the keys, whichever is later.

- ❖ **Move-in Checklists**

The landlord and tenant should complete a move-in checklist report on their own, as required by Washington State Landlord Tenant Law. A copy of this report should be given to the tenant and retained in their file. Tenants should walk through the property with their move-in report/checklist and take pictures as needed. **If a deposit is paid, a checklist is required.**

- ❖ **Why does a unit fail?**

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements or have not assessed the condition of the unit before the inspection. KCHA encourages landlords and tenants to conduct pre-inspections prior to the scheduled inspection. If the items are corrected before the inspection, the inspector has a better chance of passing the unit the first time.

- ❖ **The most common deficiencies resulting in a failed inspection**

- ✓ **Entry doors:** Must lock securely. Check the weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects.
- ✓ **Windows:** Those designed to open must open and must have a permanent lock attached. (Sticks and thumbscrews are not accepted as locking devices). The windowpanes must not be broken or cracked.
- ✓ **Electrical hazards:** HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates that are not cracked and which must be secured to the wall. Also, there can be no exposed wiring in the home and all light fixtures must be properly mounted to the wall or ceiling, and must be working. Breaker boxes must have all open spaces filled with knock outs or blank spacers, and must not have any exposed wires.
- ✓ **Oven/range:** Clean the range and oven to ensure that it will not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure all knobs and dials are on the appliance. Insure a filter screen is installed in front of the fan.
- ✓ **Refrigerator:** Check the rubber gasket around the doors. If it's loose or cracked, it needs to be replaced. Also check the kick plate to be sure it is secured at the bottom of the refrigerator.
- ✓ **Heating and plumbing:** The heating system must be on, working properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. Oil, gas, and propane furnaces must be professionally serviced at least every two years. Verification of service must be provided, and the furnace must be safe and working properly. Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.
- ✓ **Hot water heaters:** Must have a pressure relief valve and discharge line that extends to within six inches of the floor. Discharge tubing must be of the appropriate type of material: either galvanized steel or copper or

CPVC piping (do not use PVC). There should be no exposed wires. Flammable material should not be stored near the hot water tank.

- ✓ **Flooring:** Carpets that are frayed or torn, or vinyl, tile, or linoleum that would be a tripping hazard must be repaired. Exposed carpet tacks or loose thresholds must be repaired. Check and repair floors that have dry rot. Dry rot is commonly found in the bathroom, around the bathtub and toilet.
- ✓ **Inoperable smoke detectors and carbon monoxide detectors:** A smoke detector and a carbon monoxide detector must be on each floor of the unit and must have a tester button. Units occupied by a hearing impaired person must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.
- ✓ **Ventilation:** Inoperable bathroom fans or no ventilation (e.g., window) will result in a fail rating.
- ✓ **Decks, railings, steps:** HUD requires that all stairways with four or more risers must have a handrail. The handrail must run the length of the stairway and be securely supported to provide adequate safety for the user. Decks, rails and steps, must also be free of dry rot and tripping hazards. Railings are required for decks, porches, or steps that are over 30 inches from the ground.
- ✓ **Peeling paint:** HUD requires that a home built prior to 1978 have no deteriorated or peeling paint on the inside and outside of the unit, if the unit is occupied by children under the age of six.

KCHA may withhold its payment to you if failed items are not fixed in the required time. KCHA may allow more time if the unit needs major repairs. You must begin to fix failed items considered life-threatening within 24 hours. The tenant is not responsible for KCHA's portion of the rent. We will resume payments after the repairs are completed and the unit passes inspection. KCHA will prorate payments from the date of the final inspection.

Although it is your responsibility to keep the unit up to the inspection standards, the tenant can be held responsible for damage they cause. You can require them to fix the damage or pay for its repair. To do so, you must give the tenant written notice, and send a copy of this notice to KCHA. Explain which items the tenant must fix and by what date. We may terminate the tenant's voucher if they do not make the repairs within the time designated.

#### ❖ **Subsequent inspections**

KCHA has established annual and biennial inspection schedules that consider the type and condition of the unit to ensure compliance with HQS and related HUD and KCHA regulations and policies.

#### ❖ **Quality Control Inspections**

HUD requires that a sample of units be re-inspected to ensure that HQS is being enforced correctly and uniformly by all inspectors and those landlords who have self-certified their units.

### ❖ Complaint Inspections

If you have concerns about tenant maintenance of unit and premises:

- Serve a 10 day compliance notice to correct the issues and provides a copy to KCHA.
- If there is no compliance and the items are HQS defects, you may request a complaint inspection after a compliance notice has been sent and the time frame to comply has passed.
- You can determine if you want to proceed with additional legal action or eviction and/or charge the tenant for repairs.
- An assigned inspector will coordinate an inspection and will send appropriate notice. If the items are tenant HQS violations and repairs are not completed, the participant may face possible termination, after a last-chance notice is sent by the inspector.

To file a complaint request, fill out our Special Inspection Request form online at [www.kcha.org/forms/inspection-requests](http://www.kcha.org/forms/inspection-requests). You may also call our complaint line at (206) 214-1308.

### ❖ Vacate Inspections

KCHA is not responsible for tenant-caused damages. If a tenant causes extensive or malicious damages, you may request a vacate inspection. A vacate inspection can determine whether the tenant may continue to participate in the voucher program. Vacate inspections should not be used as mediation between the landlord and tenant.

Once the vacate inspection is completed, the extent of damages will be reviewed by the inspector, manager, and senior housing specialist to determine if the tenant's participation in the voucher program should be terminated.

If damages are not excessive, you should follow [the landlord-tenant process for the distribution and notification of deposit use](#). Notification must be sent to the tenant's last known address within 21 days of the tenant vacating.

The State of Washington offers some assistance to landlords through the [Landlord Mitigation Program](#). The Landlord Mitigation Fund allows Landlords to claim reimbursement of up to \$1000 for improvements to pass inspections after landlord has paid the first \$500. Reimbursement may also include up to fourteen days of lost rental income from the date of offer of housing to a Housing Choice Voucher HCV applicant. Additional details are available at: <https://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/>

If needed, landlords may contact the Senior Housing Quality Inspection Manager Carolyn Robinson at (206)-214-1307 or Lead Housing Quality Inspector Jennifer Huber-De Chon at (206) 315-4391.

## **Procedure to dispute a Housing Authority decision**

KCHA will provide an owner in its Housing Choice Voucher Program an opportunity for an informal review to consider whether KCHA's decisions are in accordance with the law, HUD regulations, or policies in the following cases:

- ❖ To review KCHA's determination that a unit is not in compliance with HQS;
- ❖ To dispute a rent reasonableness determination made by KCHA; or
- ❖ To dispute a denial of participation in the Housing Choice Voucher program.

Owners must request a review of the determination in writing, referencing the specific problem they wish reviewed. A review will be scheduled with a Housing Choice Voucher supervisor who was not a party to the original decision within ten days of the request.

The review, depending on the owner's request, can be performed either:

- ❖ On the telephone; or
- ❖ In a meeting at the Housing Choice Voucher office where all parties are present.

With either method, the owner can submit any documentation they believe should be considered. After all items have been discussed, the owner will receive a written response from KCHA within ten days of the review detailing the final determination and the reasoning behind the decision.

If an owner is not satisfied with the decision, they may request, in writing, that the Associate Director of Housing Choice Voucher Programs review the information. No formal meeting will be held. The response of the Associate Director of Housing Choice Voucher Program is final, and will be issued within ten days of the request.

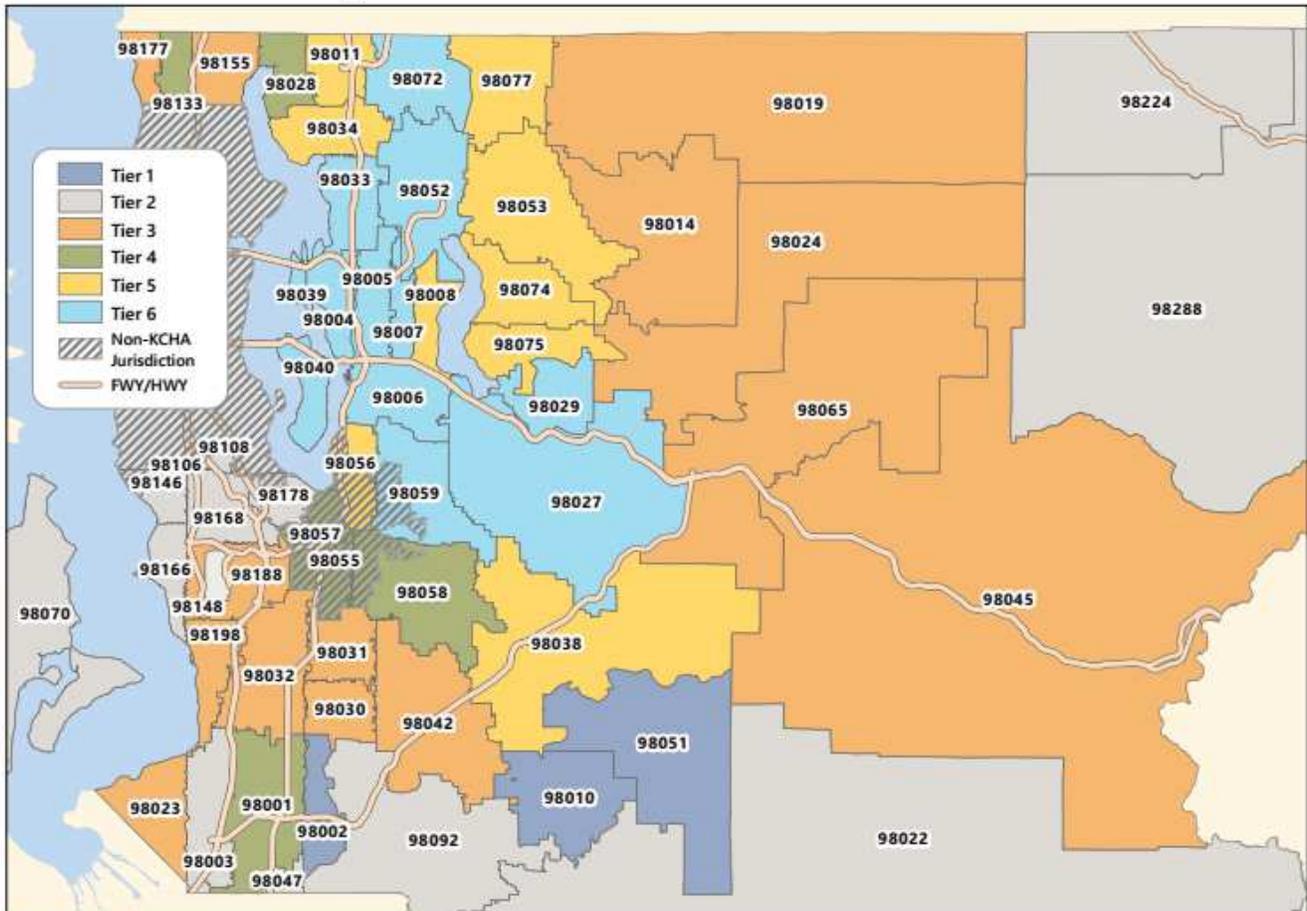
## What are Payment Standards?

KCHA's payment standards define the highest amount we will pay each month to help a voucher holder with rent and utilities. This amount depends both on the number of bedrooms in the home and where in King County the home is located.

In March of 2016, KCHA put into place a new, ZIP Code-based set of payment standards to better match the rental market in different parts of the county. Under this system, the payment standards are higher in areas where rents are higher. For example, the standard for a home with two bedrooms in Tukwila is \$1670 per month, compared to \$2160 per month in Maple Valley and \$2400 per month in most of Bellevue.

**\*Payment standards are reviewed twice a year by KCHA**

### **KCHA 2022 Payment Standard Tiers**



# Multi-Tiered Payment Standards Effective January 1, 2022



We transform lives through housing

KCHA's payment standards define the highest amount we will pay each month to help a tenant with rent and utilities. They are based on current market rental rates for the King County area.

## ZIP CODES & PAYMENT STANDARD TIERS

1. Look for your zip code below to determine the tier for your home.
2. Look at the bottom table for your home type in that tier to find the amount KCHA will pay toward your rent and utilities each month.

ZIP Code	Tier						
98001	4	98027	6	98052	6	98108*	2
98002	1	98028	4	98053	5	98126*	2
98003	2	98029	6	98055*	4	98133*	4
98004	6	98030	3	98056*	5	98146*	2
98005	6	98031	3	98057*	4	98148	3
98006	6	98032	3	98058*	4	98155	3
98007	6	98033	6	98059*	6	98166	2
98008	5	98034	5	98065	3	98168	2
98010	1	98038	5	98070	2	98177*	3
98011	5	98039	6	98072	6	98178*	2
98014	3	98040	6	98074	5	98188	3
98019	3	98042	3	98075	5	98198	3
98022*	2	98045	3	98077*	5	98224	2
98023	3	98047*	2	98092*	2	98288	2
98024	3	98051	1	98106*	2	98354*	2

\*These ZIP codes partially include non-KCHA jurisdictions and may be either outside King County or within Seattle or Renton city limits.

## HOUSING CHOICE VOUCHER MULTI-TIERED PAYMENT STANDARDS

	Studios	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Tier 1</b>	\$1,240	\$1,300	\$1,640	\$2,050	\$2,670	\$3,070	\$3,480
<b>Tier 2</b>	\$1,330	\$1,390	\$1,670	\$2,100	\$2,830	\$3,250	\$3,670
<b>Tier 3</b>	\$1,460	\$1,530	\$1,810	\$2,170	\$2,860	\$3,280	\$3,710
<b>Tier 4</b>	\$1,590	\$1,670	\$1,890	\$2,380	\$3,100	\$3,570	\$4,030
<b>Tier 5</b>	\$1,820	\$1,910	\$2,160	\$2,560	\$3,330	\$3,830	\$4,330
<b>Tier 6</b>	\$1,960	\$2,060	\$2,400	\$2,880	\$3,760	\$4,330	\$4,890

## What is the Energy Assistance Supplement (EAS)?

The EAS is KCHA's estimate of the average monthly utilities needed for an energy-conscious household. If all utilities are included in the rent, there is no EAS. The EAS will vary by unit size and utilities for which the tenant is responsible.

## Unit Lease and Contracts

Unit leases and Housing Assistance contracts need to be signed before payment on a unit can begin (see [Exhibits](#)). Landlords who use a standard unit lease for their unassisted units must continue to use their own lease, along with the HUD-mandated lease addendum. For all new Housing Choice Voucher contracts, a copy of the lease must be submitted to the KCHA before any payment is made.

Following receipt of the lease and execution of the Housing Assistance Payment Contract, there may be a delay of one to two weeks for the first subsidy payment to reach the landlord due to in-house accounting procedures. Subsequent payments will be made **the first working day of each month**. To guarantee safe and quick receipt of the monthly payment, we encourage landlords to sign up for direct deposit. The landlord, in accordance with the lease, should collect the tenant's portion of rent as well as their deposit amount. Collecting amounts that are not listed on the contract is a violation of the program.

**Can tenants accept concessions?** Yes, but KCHA should be a part of concessions that involve money (for example, one month's free rent will be pro-rated over the 12-month lease term). A tangible concession, such as a free microwave, goes directly to the tenant.

## Annual rent increases

Landlords can change the terms of the lease and contract after the first 12-month lease ends. This includes changes to both rent and utilities. The rent change request can be submitted by using the [online rent request form](#) available at <https://www.kcha.org/landlords/changes/>, by fax to (206) 902-9830, or by email to [RentRequest@kcha.org](mailto:RentRequest@kcha.org). This notice must arrive at least 60 days before the proposed effective date of the increase. It is the Landlord's responsibility, not the tenant's, to notify KCHA of the proposed rent increase. Cities in unincorporated King County have recently passed ordinances requiring longer notice periods if the requested rent increase exceeds 3%. At the time of publication, some jurisdictions have an eviction moratorium in place. Please check with your local city hall or King County Council to see if your unit is governed by these local ordinances.

In the HCV program, there is no limit on the amount of rent increase; however, the rent must continue to be comparable to similar unassisted units in the area. It is important to remember that upon a landlord's increase of the rent under the voucher program, the tenant portion of rent may increase and affordability may become a factor if their portion gets too high for them to pay. The 40% limit described above does not apply to annual rent increases.

## **What are the responsibilities of the landlord?**

The landlord has an obligation to both KCHA through the Housing Assistance Payments (HAP) Contract and to the tenant through the unit lease. The HAP contract states a landlord agrees to the following:

1. The landlord will maintain the unit and premises in accordance with the Housing Quality Standards.
2. The landlord will assure that the unit is leased only to those family members listed on the lease.
3. The landlord will assure that the total rent for the Housing Choice Voucher unit does not exceed rents charged for other unassisted units on the premises.
4. The landlord has not and will not receive any other form of payment for the unit while under contract.
5. The landlord will assure that the family does not own or have any interest in the unit.
6. The landlord is not related in any way to the family (except in the case of a disabled resident), nor does the landlord currently reside in the unit.
7. The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
8. The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
9. The landlord will decide what utilities the tenant will be responsible for, and what utilities will be included in the rent.

The obligation to the tenant is outlined in the lease or lease addendum whereby the landlord agrees to maintain the unit in accordance with the Housing Quality Standards, and to enforce the tenant obligations listed on the lease.

## What are the responsibilities of the tenant?

To participate in the HCV program, a tenant has responsibilities to both the landlord and KCHA. The tenant's responsibilities to the landlord are listed in the lease or lease addendum and include, but are not limited to:

1. Payment of rent and any utilities listed as their responsibility.
2. Using the unit as their principal place of residence.
3. Not subleasing the unit or allowing unauthorized people to reside in the unit.

The tenant responsibilities to KCHA are listed on the Housing Choice Voucher and include, but are not limited to, the following:

A. The family **MUST**:

- **Supply** any information that KCHA 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.
- Promptly **notify** KCHA in writing when the family is away from the unit for an extended period of time in accordance with Housing Authority policies.
- **Notify both** KCHA and the landlord in writing before moving out of the unit or terminating the lease.
- **Allow** KCHA to inspect the unit at reasonable times and after reasonable notice.
- **Request** Housing Authority written **approval** to add any family member as an occupant of the unit.
- **Give** KCHA a copy of any landlord issued eviction notice.
- **Supply** true and complete information.

B. The family (including each family member) **must NOT**:

- **Own** or have any interest in the unit (other than in a cooperative, or landlord of a manufactured home leasing a manufactured home space).
- **Commit** any serious or repeated violation of the lease.
- **Commit** fraud, bribery, or any other corrupt or criminal act in connection with the program.
- **Participate** in illegal drug or criminal activity.
- **Sublease** or sub-let the unit or assign the lease or transfer the unit.
- **Damage** the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

## **Renewal of the lease agreement**

Upon expiration of the initial 12-month term of the lease agreement, the tenant and landlord may decide to renegotiate and extend the lease terms or continue the existing lease terms on a month-to-month basis.

## **Termination of assistance by KCHA**

Although KCHA will work with tenants and landlords in an attempt to overcome any problems which may occur while on the HCV program, there may come a time when the only option left is to terminate the housing assistance payments being made on the tenant's behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward KCHA personnel;
- If the family has not reimbursed any Housing Authority for amounts paid to a landlord under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- If the family breaches an agreement with KCHA to pay amounts owed to a Housing Authority, or amounts paid to a landlord by a Housing Authority. At its sole discretion, KCHA may elect to offer an agreement to pay amounts owed to a Housing Authority or amounts paid to a landlord by a Housing Authority. The terms of any such agreement shall be prescribed solely by KCHA;
- If the family violates their family obligations listed on the Voucher;
- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

## **Termination of assistance by tenant**

In accordance with the lease or lease addendum, a tenant wishing to remain in the HCV program must remain in the unit for at least 12 months before moving. However, a tenant may choose to terminate their assistance with HCV program at any time. If they do, a landlord needs to understand that the HCV contract will also terminate ending any obligation for the family to remain in the unit. In these cases, KCHA does advise tenants who wish to move to give proper notice to a landlord in accordance with state and local law.

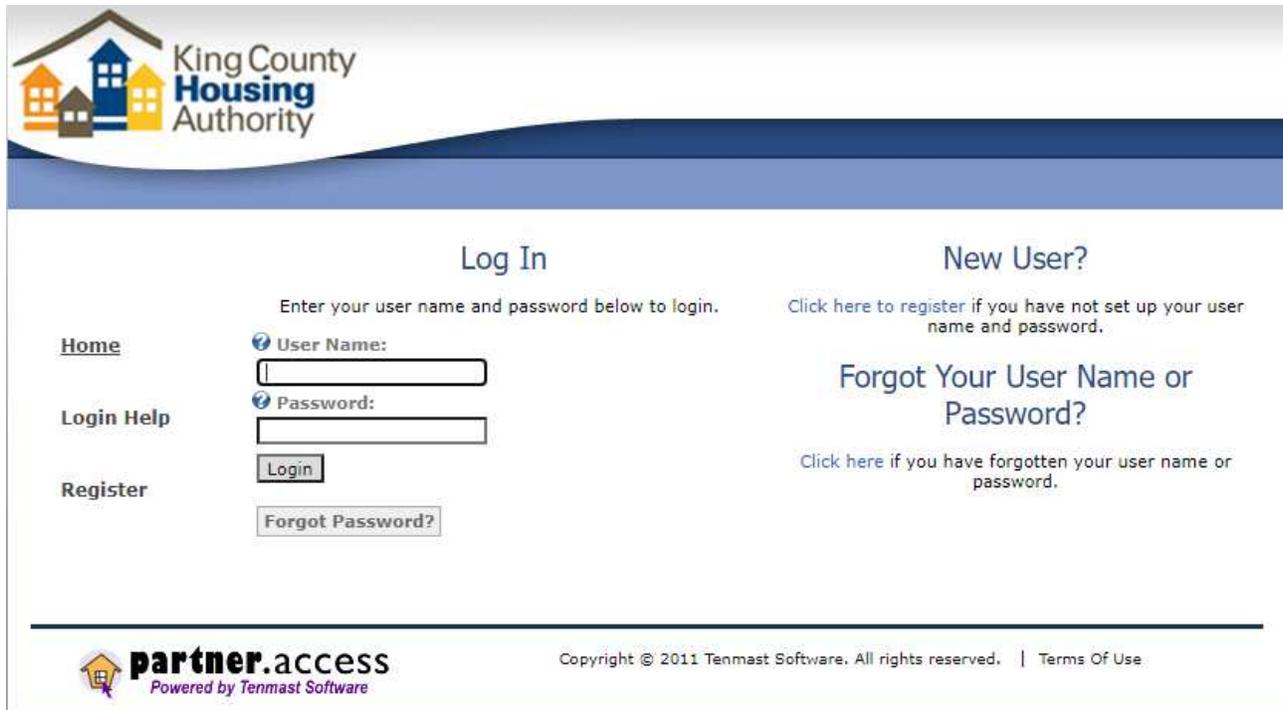
## **Termination of tenancy by the landlord**

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the unit lease; however, any eviction notice must be issued in accordance with the lease, and state and local law. During the first year, the landlord must have cause to terminate the lease. Following the first year, if a new lease is not signed, the landlord must follow local law to terminate tenancy. Copies of any eviction notices must be given to KCHA at the same time the landlord notifies the tenant.

## **Fraud**

KCHA vigorously pursues fraud and criminal activity allegations and strongly encourages those with information regarding fraud or criminal activity pertaining to applicants, tenants, or landlords to notify KCHA by completing the fraud form online at [www.kcha.org/forms/fraud](http://www.kcha.org/forms/fraud) or calling our fraud hotline at 206-214-1353.

## Landlord Portal



The screenshot shows the King County Housing Authority Landlord Portal. At the top left is the logo with three houses and the text "King County Housing Authority". Below the logo is a navigation menu with links for "Home", "Login Help", and "Register". The main content area is split into two columns. The left column is titled "Log In" and contains the instruction "Enter your user name and password below to login." followed by input fields for "User Name:" and "Password:", a "Login" button, and a "Forgot Password?" button. The right column is titled "New User?" and contains the instruction "Click here to register if you have not set up your user name and password." and a link for "Forgot Your User Name or Password?". Below the "Forgot Your User Name or Password?" link is the instruction "Click here if you have forgotten your user name or password." At the bottom of the page is a footer with the "partner.access" logo, the text "Powered by Tenmast Software", and a copyright notice: "Copyright © 2011 Tenmast Software. All rights reserved. | Terms Of Use".

KCHA's landlord portal gives you online access to direct deposit statements related to your Housing Assistance Payments. Landlords can contact Lydia Garza at (206) 214-1319 or email [LydiaG@kcha.org](mailto:LydiaG@kcha.org) to register an account for online access. The landlord portal provides valuable information about direct deposits, inspection schedules, and status. Annual 1099 tax statements can also be downloaded from this website.

For Housing Choice Voucher program questions, you may contact King County Housing Authority Housing Choice Voucher office at 206-214-1300. Information is also available at <https://www.kcha.org/landlords/portal>.

## WA State Landlord Mitigation Fund

Washington State's Landlord Mitigation Program was enacted on March 15th of 2018 to provide landlords with an incentive and added security to work with a Tenant who is receiving public rent assistance. The robust programs offer a Landlord Damage Relief Program, Tenancy Preservation Program and Landlord COVID Relief Program. Details of program requirements and eligibility are available at: [Landlord Fund Programs - Washington State Department of Commerce](#)

Any landlord that has screened, approved, and offered rental housing to any HCV applicant can submit a claim.

**Thank you for participating in the  
Housing Voucher Program.**

## **Exhibits**

**Process Map**

**Voucher**

**Rental Estimate Sheet**

**Request for Tenancy Approval**

**HCV Suspected Fraud Complaint Form**

**Housing Assistance Payment Contract**

**Washington State Carbon Monoxide Alarm Laws**

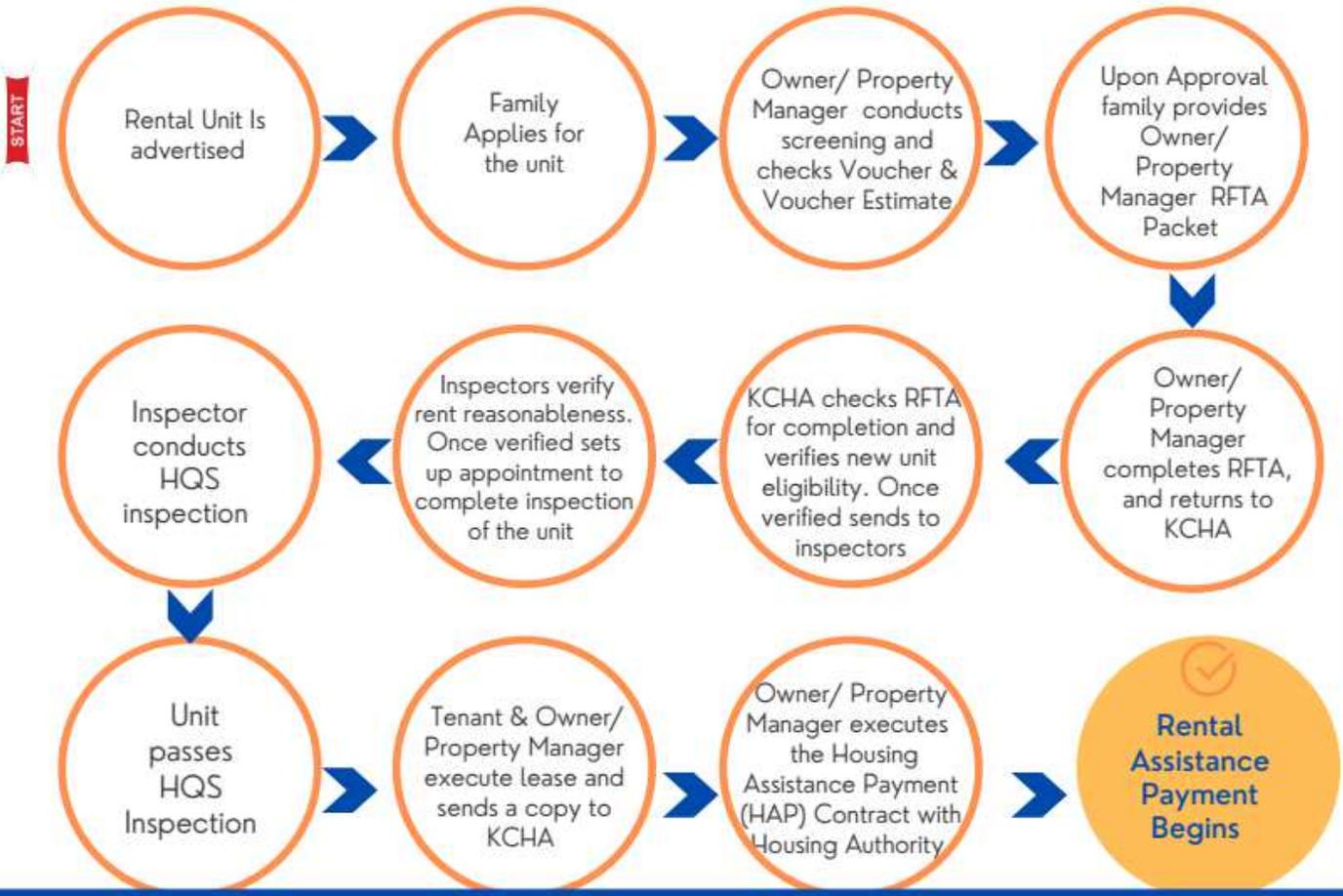
**WA State Landlord Mitigation Fund Information**

**Eviction Prevention Guide**

**New 14-Day Notice**

**Do You Have Available Units?**

# Process Map





**SECTION 8 OFFICE**

700 ANDOVER PARK W. SUITE A. TUKWILA, WA. 98188-3322  
PHONE: (206) 214-1300

OFFICE USE ONLY	
FORM #:	H52646
HOUSEHOLD ID:	12345
TICKLER #:	
EFFECTIVE DATE:	01/01/2022

**Voucher**  
Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(Exp. 07/31/2022)

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

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. 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 obligation under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read the **entire** document before completing form.  
Fill in the blanks below. Type or print clearly.

1. Insert <b>unit size</b> 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.)		Voucher Number <b>TB123456</b>
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		1. Unit Size <b>2 BEDROOM</b>
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		2. Issue Date (mm/dd/yyyy) <b>11/10/2021</b>
4. <b>Date Extension Expires (if applicable)(mm/dd/yyyy)</b> (See Section 6. of this form)		3. Expiration Date (mm/dd/yyyy) <b>04/30/2022</b>
5. Name of Family Representative <b>VOUCHER HOLDER NAME</b>	6. Signature of Family Representative <b>VOUCHER HOLDER SIGNATURE</b>	4. Date Extension Expires (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA) <b>KING COUNTY HOUSING AUTHORITY</b>		
8. Name and Title of PHA Official <b>SENIOR HOUSING SPECIALIST</b>	9. Signature of PHA Official User Name <b>SENIOR HOUSING SPECIALIST</b> PIN <b>SIGNATURE</b> <input type="checkbox"/> Sign this document	Date Signed (mm/dd/yyyy) <b>NOVEMBER 10, 2021</b>

**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

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

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

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

10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.

11. 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 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 a 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.

# Rental estimate sheet

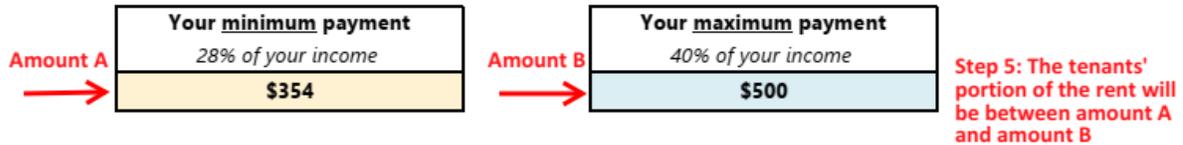
OFFICE USE ONLY	
Form #:	845WIN
Household ID:	12345
Effective Date:	1/1/22

## King County Housing Authority

<b>Effective date:</b>	01/01/22	<b>Your monthly gross</b>	\$1,250
<b>Prepared for:</b>	VOUCHER HOLDER	<b>income (before taxes):</b>	
<b>Bedroom size:</b>	2 Bedrooms	<b>Household size:</b>	3 people

### 1 What will my monthly contribution to the rent be?

Your contribution to the rent will be between 28% and 40% of your income. We will calculate your exact contribution and subsidy amount after verifying your family composition, income, and determining the unit is approved for the program.



### 2 How much monthly rent may a landlord charge me?

This amount depends on three things: 1) whether the unit is a multi-family (apartment, duplex, triplex) or single family building (house), 2) whether you or the landlord pays for utilities, and 3) what ZIP Code based-tier the unit is in. **You cannot make any additional side payments to the landlord or go above the maximum rent listed below.**

**Step 2: Is your unit a Multi-family Building or Single Family unit?**



**Multi-family Building**  
Apartment, duplex, triplex

**Step 3: Who is responsible for paying utilities? (water/sewer/garbage)**

Tier Based on ZIP Code	You pay utilities (water, sewer, trash)		Landlord pays utilities
	Minimum rent range You pay 28% of income: <b>\$354</b>	Maximum rent You pay 40% of income: <b>\$500</b>	Maximum rent You pay 40% of income: <b>\$500</b>
1	\$1,486 or less	\$1,632	\$1,713
2	\$1,516 or less	\$1,662	\$1,743
3	\$1,656 or less	\$1,802	\$1,883
4	\$1,736 or less	\$1,882	\$1,963
5	\$2,006 or less	\$2,152	\$2,233
6	\$2,246 or less	\$2,392	\$2,473



**Single Family Building**  
House

Tier Based on ZIP Code	You pay utilities (water, sewer, trash)		Landlord pays utilities
	Minimum rent range You pay 28% of income: <b>\$354</b>	Maximum rent You pay 40% of income: <b>\$500</b>	Maximum rent You pay 40% of income: <b>\$500</b>
1	\$1,429 or less	\$1,575	\$1,656
2	\$1,459 or less	\$1,605	\$1,686
3	\$1,599 or less	\$1,745	\$1,826
4	\$1,679 or less	\$1,825	\$1,906
5	\$1,949 or less	\$2,095	\$2,176
6	\$2,189 or less	\$2,335	\$2,416

**Step 4: Locate the Tier # and maximum rent amount family is allowed to rent a unit for**

\*These figures are based on the most recent income and family composition information you have provided to KCHA.

Revised 12/20/2022

**Step 1:**  
Determine tier #  
associated with  
your zip code

ZIP Code	Tier
98001	4
98002	1
98003	2
98004	6
98005	6
98006	6
98007	6
98008	5
98010	1
98011	5
98014	3
98019	3
98022*	2
98023	3
98024	3

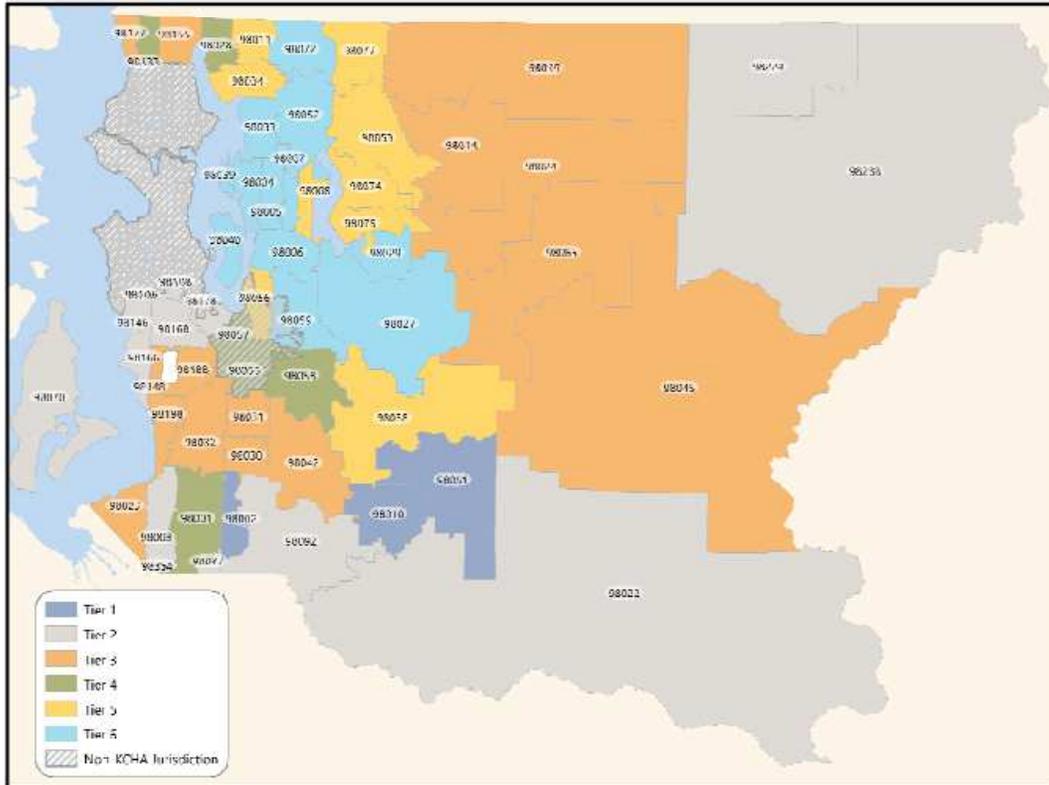
ZIP Code	Tier
98027	6
98028	4
98029	6
98030	3
98031	3
98032	3
98033	6
98034	5
98038	5
98039	6
98040	6
98042	3
98045	3
98047*	2
98051	1

ZIP Code	Tier
98052	6
98053	5
98055*	4
98056*	5
98057*	4
98058*	4
98059*	6
98065	3
98070	2
98072	6
98074	5
98075	5
98077*	5
98092*	2
98106*	2

ZIP Code	Tier
98108*	2
98126*	2
98133*	4
98146*	2
98148	3
98155	3
98166	2
98168	2
98177*	3
98178*	2
98188	3
98198	3
98224	2
98288	2
98354*	2

\* = These ZIP codes partially include non-KCHA jurisdictions and may be either outside King County or within Seattle or Renton city limits.

Your voucher may only be used within KCHA's jurisdiction. If you wish to move to another jurisdiction, please contact the Section 8 office for more information.



Revised 12/20/2022



## REQUEST FOR TENANCY APPROVAL HOUSING CHOICE VOUCHER PROGRAM (RFTA)

Instructions: complete this form in its entirety. Print clearly and legibly. Both the owner and the tenant must sign and date.

### TENANT INFORMATION

HEAD OF HOUSEHOLD NAME: LAST NAME		FIRST NAME	
JOHN		DOE	
EMAIL:	PHONE:		
JOHNDOE123@EMAIL.COM	(206) 123-4567		

### NEW RENTAL UNIT INFORMATION

**Unit Type (Check one)**

Single Family Detached  Apartment  Manufactured Home  Duplex/Triplex/Four-Plex  Other \_\_\_\_\_

(Proof of municipal approval (e.g., occupancy permits) of duplex, triplex, and mother-in-law units will be required.)

Name of the Property (if applicable):		Monthly Rent:		Name of Owner/ Agent to Call for Inspection:	
ABC APARTMENT HOMES		\$1,650		MS. MONROE RIVERS	
Rental Unit Address:		Number of Bedrooms:	Number of Bathrooms:	Phone Number for Scheduling HQS Inspection:	
1234 SE 678TH ST		2	1	(253) 345-6789	
Unit Number:	City:	Security Deposit:	Refundable Security Deposit:	Email Address:	
A-123	AUBURN	\$1,000	\$1,000	M.RIVERPROPERTY@EMAIL.COM	
Zip Code:		Date Ready for Inspection:		Fax Number:	
98001		ASAP		(206) 543-2198	

**Lead-based paint Owner Certification**

Year Unit Was Built: 1979

Lead-based paint disclosure requirements do not apply, as the unit was built in 1978 or later.

Unit was built prior to 1978: lead-based paint disclosure requirements apply. This form must be submitted with the RFTA (please see attached Lead Disclosure Form 858).

Do you offer a move-in special? (E.g., first month free, lower security deposit, etc.) Explain: YES. FIRST MONTH RENT FREE

Any additional fees being charged? (E.g., garage fee, washer/dryer, carport, Month to Month Fee, etc.)

Explain: CARPORT \$50.00 PER MONTH

Edited 3/26/2020

Tenant Name: JOHN DOE

### UTILITY AND APPLIANCE INFORMATION

Please Check (one) which utility company bills your property Puget Sound Energy  or Seattle City Light   
 Please use the chart below to list what types of utilities are present in the unit and who will be responsible for payment of each type of utility:

Utility	Check Utility Type in Unit	Who is Responsible	
		Tenant	Landlord
Heating:	Electric	<input checked="" type="checkbox"/>	
	Gas	<input type="checkbox"/>	
	Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Propane	<input type="checkbox"/>	
Water Heating:	Electric	<input checked="" type="checkbox"/>	
	Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Oil	<input type="checkbox"/>	<input type="checkbox"/>
Cooking	Electric	<input checked="" type="checkbox"/>	
	Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Utility	Tenant Responsibility	Landlord Responsibility
Water:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Refrigerator in Unit:	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range in Unit:	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Fuel Heating Furnaces** that are not visible must be certified by a heating professional for safety reasons at least once every two years and an invoice provided. Documentation of Professional Service must be provided prior to inspection.

The program regulation requires KCHA 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 four units** must complete the following section for the most recently leased comparable unassisted units within the premises.

	Address and Unit Number	Date Rented	Rent Amount \$
1.	12345 SE 678TH ST. A-111 AUBURN 98001	10/1/2021	\$1,675
2.	12345 SE 678TH ST. B-201 AUBURN 98001	10/15/2021	\$1,700
3.	12345 SE 678TH ST. C-305 AUBURN 98001	11/2/2021	\$1,630

Check here  if this is a **Low-Income Housing Tax Credit** property and list your Tax Credit rent amounts in the section above.  
**HQS INSPECTION**

Inspection of the property usually can be completed within two to seven business days following receipt of this Request for Tenancy Approval. The Housing Inspector will call to set a time for the inspection. Once the unit passes an inspection and a copy of the signed lease is received by the Housing Authority, a Housing Assistance Payment Contract will be processed to be signed by the owner/authorized signer. To ensure that this unit passes the HQS inspection, please refer to the items in the attached HQS Checklist.

I understand that before a unit's Section 8 subsidy may begin or continue, it **must** pass a Housing Quality Standards (HQS) inspection. This inspection will be done by a Housing Authority inspector or its designated representative. Inspections will be done at least once a year or once every two years, depending on unit type.

The purpose of this inspection is to determine the livability of each unit according to the HQS standards set by the Department of Housing and Urban Development (HUD). Inspectors are **only** evaluating **visible** housing conditions. HQS inspectors are **not** looking for hazards in a unit's walls or that require testing to detect.

In this inspection, the inspector expresses an opinion **only** regarding the quality and condition of the items reported upon. Nothing in the Housing Authority's inspection should be considered to be a statement of fact or a warranty as to quality or condition of items that are not visible.

The signing parties of this document hereby release the Housing Authority, its agents, and its employees, from any liability or claims which may arise due to a condition on or about the unit that either existed before or simultaneously with, or that was created, the date of the signing of the Housing Contract and dwelling lease.



Tenant Name:           **JOHN DOE**          

### HOUSEHOLD MEMBERS THAT WILL BE RESIDING IN THE UNIT

*TO BE COMPLETED BY OWNER OR LANDLORD*  
(ALL MEMBERS LISTED BELOW MUST BE LISTED ON THE LEASE)

FIRST AND LAST NAME	DATE OF BIRTH	FIRST AND LAST NAME	DATE OF BIRTH
1. <b>JOHN C DOE</b>	<b>9/2/1985</b>	8.	
2. <b>JANE B DOE</b>	<b>6/11/1987</b>	9.	
3. <b>JOSH R DOE</b>	<b>1/13/2019</b>	10.	
4.		11.	
5.		12.	
6.		13.	
7.		14.	

### CURRENT VOUCHER HOLDER SCREENING

**PROGRAM RULES** prohibit the Housing Authority from screening the tenant for suitability. Such screening is the Landlord's responsibility and the Housing Authority strongly suggests that the Landlord consider a family's background prior to determining suitability. To assist you in your screening process, the Housing Authority can provide the following information (if known):  **Please check here if tenant is new to the voucher program.**

SCREENING INFORMATION:

TENANT'S CURRENT INFORMATION	TENANT'S CURRENT LANDLORD
<b>12345 MAIN STREET N. SEATTLE, WA 98198</b>	<b>OLD TOWN APARTMENT HOMES</b>
<b>PHONE #: (206) 765-4321</b>	<b>12300 MAIN STREET N. SEATTLE, WA 98198</b>

### LEASING AND PAYMENT PROCESS

The owner certifies that if the tenant moves into the unit before the date authorized by KCHA, the tenant is responsible for the entirety of rent until the Housing Assistance Payment (HAP) Contract is signed and authorized by KCHA. KCHA is NOT authorized to pay any rental subsidy until the unit has passed an HQS inspection. There will be no subsidy payments for any period prior to the inspection and rent approval dates. If you have a question as to whether an inspection or rent has been approved please call (206) 214-1300 or email [rfta@kcha.org](mailto:rfta@kcha.org).

KCHA will make direct deposit HAP payments into your bank account. Please provide the information and attach a **DIRECT DEPOSIT ENROLLMENT FORM**.

### LANDLORD CERTIFICATIONS

I certify that I am the legal owner or the legally designated agent for the above-referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

I certify that the owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of the voucher holder's household that is seeking to rent the unit. (KCHA may allow an exception to this policy as a reasonable accommodation for persons with a disability, if requested by the tenant by completing a Reasonable Accommodation Request form.)

I understand that I must use my standard dwelling lease—the same lease used by my non-HCV tenants—as well as the HUD-required lease addendum. I also understand that the lease effective date, the lease end date, and the contract rent must match what's listed on the HAP contract and, if different, will be superseded by those on the HAP contract. I understand I must submit a signed copy of the lease and HAP contract to the Housing Authority before payment can be made.



**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

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

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

**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 program, 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 a 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 housing 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:

- Such shorter term would improve housing opportunities for the tenant, **and**
- 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.

Previous editions are obsolete

form HUD-52641 (7/2019)

**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

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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. 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: \$ \_\_\_\_\_

Tenant Rent: \$ \_\_\_\_\_

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 \$ \_\_\_\_\_ 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.

**8. Utilities and Appliances**

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.

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

**Signatures**

**Public Housing Agency**

King County 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

Authorized Signer

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

**Mail payments to:**

Name

Address (street, city, state, zip code)

I understand that in signing this Housing Assistance Payments contract, I am agreeing to maintain this property in accordance with the Housing Quality Standards throughout the term of the lease. If during an inspection, there are any failed items that are considered 'minor', I agree to make the repair to these items within 30 days of the inspection date (or any HA approved extension) regardless of whether the HA performs a follow-up inspection or not. Should the repairs not be made the HA has the right to terminate this contract and request reimbursement of any or all payments made.

Please Initial: \_\_\_\_\_

**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 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 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 HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) 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.

- (9) 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 breached 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 or paid 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 if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. 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 payments 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 term 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 prorated 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 rents 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 payments 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, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- 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.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**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 payments, 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 and 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 computers, 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 or 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, sub-contractor 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 stepsister or stepbrother) of 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 may 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:
  - (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.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- 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. Reserved

**16. Written Notices** Any notice by the PHA or the owner in connection with this contract must be in writing.

**17. 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 all statutory requirements, and with all 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 profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
  - (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or near the premises; or
    - (d) Any drug-related criminal activity on or near the premises.
  - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy\**
  - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  - (2) During the initial lease term or during any extension term, other good cause may include:
    - (a) Disturbance of neighbors,
    - (b) Destruction of property, or
    - (c) Living or housekeeping habits that cause damage to the unit or premises.
  - (3) After the initial lease term, such good cause 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 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. **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.

- c. **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)(1).
  - (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.

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 effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 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.

**l. 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 notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 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.)

**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 a 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.

**Understanding the Washington State Carbon Monoxide Alarm Laws**  
**[RCW 19.27.530](#) (2009) and Chapter 132 Laws of 2012 ([SSB 6472](#))**

Carbon monoxide (CO) is a poisonous gas that cannot be seen or smelled and can kill a person in minutes. Carbon monoxide can quickly build up to unsafe levels in enclosed or semi-enclosed areas. Carbon monoxide killed over 1,000 Washington residents between 1990 and 2005. In the aftermath of the December 2006 windstorm, over 300 people were treated at hospital emergency rooms for CO poisoning and eight people died. Generators in garages, or near air intakes, and use of charcoal or gas grills indoors, are common causes of CO poisoning during power outages. Fuel burning appliances, attached garages, and fireplaces are also sources of CO.

Beginning January 1, 2011, state law required CO alarms to be installed in **all new single family homes and residences, including apartments, condominiums, hotels, and motels.**

State law requires CO alarms be installed in **existing apartments, condominiums, hotels, motels and single-family residences by January 1, 2013.**

**Owner-occupied single-family residences, legally occupied before July 26, 2009, are not required to have CO alarms until they are sold.** The seller is required to equip the residence with CO alarms before any other person legally occupies the home. [Substitute Senate Bill 6472](#) added CO alarms to the Purchase/Sale disclosure form in 2012.

**Exemptions**

[SSB 5561](#), implemented as [RCW 19.27.530](#), charged the State Building Code Council with adoption of administrative rules ([WAC 51-50-0908](#)) to implement the carbon monoxide alarm law and consider exemptions for some building classifications. Sleeping units or dwelling units in new or existing motels, hotels, college dormitories, and DSHS licensed boarding home and residential treatment facilities, which do not themselves contain a fuel-burning appliance, or a fuel-burning fireplace, or have an attached garage, but are located in a building with a fuel-burning appliance, or a fuel-burning fireplace, or an attached garage, need not be provided with CO alarms provided that:

- The sleeping unit or dwelling unit is not adjacent to any room that contains a fuel-burning appliance, a fuel-burning fireplace, or an attached garage; and
- The sleeping unit or dwelling unit is not connected by duct work or ventilation shafts with a supply or return register in the same room to any room containing a fuel-burning appliance, a fuel-burning fireplace, or to an attached garage; and
- The building has a common area CO alarm system.

**Enforcement**

Local code officials will check for compliance with the CO alarm installation requirements when a permit is required for new construction and most alterations, repairs or additions.

**CO alarm installation requirements**

1. Alarms must be located outside of each separate sleeping area, in the immediate vicinity of the bedroom and on each level of the residence.
2. Single station carbon monoxide alarms must be listed as complying with UL 2034, and installed in accordance with the code and the manufacturer's instructions.
3. Combined CO and smoke alarms are permitted.

**For more information**

- State Building Code Council staff can be reached at 360-407-9279
- CO poisoning and prevention – the Department of Health [CO](#) web page.

# The Right Choice, The Right Solution

## Landlord Damage Relief Program



### Program Overview – Landlord Damage Relief Program

Washington State's Landlord Mitigation Program was enacted on March 15th of 2018 to provide landlords with an incentive and added security to work with a Tenant that is receiving public rent assistance. The program offers up to \$1000 to the Landlord in paying for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5000 in qualifying damages caused by a tenant during tenancy.

#### Who can submit a claim?

Any landlord that has screened, approved and offered rental housing to any applicant that will be using any form of housing subsidy program is eligible, except properties operated by housing authorities.

#### How to qualify for the Landlord Damage Relief Program– Be prepared

Commerce will review and pay claims as quickly as possible. However, failing to provide proper documentation to satisfy the requirements below may cause claims to be denied. Please have the following documents prepared to scan and submit with a claim submission. If we do not receive all required documents and any other supporting evidence, the claim will be denied and the landlord contact to request the missing items. Appeals for any other reason will only be permitted if a judgement for damages is obtained.

- 1) A Washington Statewide Vendor Registration number
- 2) An executed written Rental Agreement between the Landlord and the Tenant(s).
- 3) A Rental Assistance Agreement (or adequate proof of housing assistance).
- 4) A Rental Assistance Inspection Report (if required by the subsidy provider).
- 5) A completed Move-In Condition Report executed by both Landlord and Tenant(s) at the time of move-in.
- 6) A Tenant ledger showing any unpaid portion of rent and other charges being claimed and application of Security Deposit (if post-move out)
- 7) Notices to Tenant(s) related to unpaid charges.
- 8) Photos of damage (upon request)
- 9) All repair invoices for damages that are included in the claim.
- 10) Complete the entire online claim submission form.

Additional Documents may be required upon request.

### OUR MISSION

Grow and improve jobs in Washington State by championing thriving communities, a prosperous economy, and suitable infrastructure.

### PROGRAM CONTACT

Nicholas Yuva  
Landlord Mitigation Administrator  
Office of Supportive Housing  
360.725-2949  
[LandlordFund@commerce.wa.gov](mailto:LandlordFund@commerce.wa.gov)

### Additional Resources:

Please visit our website:  
<http://commerce.wa.gov/landlordfund>

or review the Codified law:  
RCW 43.31.605

Department of Commerce  
1101 Plum Street SE, Olympia, WA 98504  
<http://www.commerce.wa.gov/>



# Eviction Prevention Guide

## Landlord Information

The statewide eviction moratorium has expired as of October 31st, 2021. We at KCHA understand that the pandemic has had a lasting impact. If you are in need of assistance please use the following steps to get the help you need.

### Seek Rental Assistance

#### If the tenant is still in the unit:

Encourage the tenant to apply for Eviction Prevention Funding:

- **King County Eviction Prevention Program**
  - **Website:** [eprap-prod.powerappsportals.us/tenant/](http://eprap-prod.powerappsportals.us/tenant/)
  - **Email:** [KCTenantRentAssistance@kingcounty.gov](mailto:KCTenantRentAssistance@kingcounty.gov)
  - **Phone:** (206) 477-1331

#### If the tenant is out of the Unit:

##### Landlord Mitigation Fund

- **Website:** [Landlord Mitigation Program \(wa.gov\)](http://Landlord Mitigation Program (wa.gov))
- **Email:** [landlordfund@commerce.wa.gov](mailto:landlordfund@commerce.wa.gov)
- **Phone:** (360)-725-2949

### Create a Payment Plan

Landlord must provide a written offer to a tenant (In accordance with state and city ordinances) to let them know that they have 14 days to respond to the offer. The payment plan should be in writing, signed by both parties, and should not include late fees or other one-time fees associated with the tenancy.

As a reminder, any legal notices sent to the tenant must be sent to KCHA please send any notices to the tenants Senior Housing Specialist or the following: [ownerliaisons@kcha.org](mailto:ownerliaisons@kcha.org)

Please be advised housing providers must sent the offer to the Eviction Resolution Program, for more information please visit:

**King County Dispute Resolution Center**  
**Phone:** (206) 443-9603 x 111  
**Email:** [housing@kcdrc.org](mailto:housing@kcdrc.org)

**Bellevue Conflict Resolution Center**  
*(For Properties in Bellevue & Kirkland)*  
**Phone:** (425) 452-4091  
**Email:** [bccr@bellevuewa.gov](mailto:bccr@bellevuewa.gov)

### Engage in Mediation

Mediation and dispute resolution are invaluable tools to assist housing providers in solving issues with tenants. To access and engage in this, send the notice provided to the tenant along with the 14-day notice and the offer of the payment plan to the local Dispute Resolution Center (DRC).

- Every county in Washington offers free dispute resolution and mediation services. For more information and a detailed list of organizations, go to Resolution Washington or the Washington Courts Dispute Resolution Centers listings.
  - [www.resolutionwa.org](http://www.resolutionwa.org)
  - [www.courts.wa.gov](http://www.courts.wa.gov)

### Ask for Guidance

KCHA is here to support you, if you need any additional information please reach visit:

- **Website:** [www.kcha.org](http://www.kcha.org)
- **Phone:** (206) 214-1300
- **Email:** [ownerliaisons@kcha.org](mailto:ownerliaisons@kcha.org)

# New 14- Day Notice

RCW 59.18.057

## Notice—Form.

(1) Every 14-day notice served pursuant to RCW 59.12.030(3) must be in substantially the following form:

"TO: \_\_\_\_\_

AND TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### **FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES**

You are receiving this notice because the landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

(1) Monthly rent due for (list month(s)): \$ (dollar amount)

AND/OR

(2) Utilities due for (list month(s)): \$ (dollar amount)

AND/OR

(3) Other recurring or periodic charges identified in the lease for (list month(s)): \$ (dollar amount)

**TOTAL AMOUNT DUE: \$ (dollar amount)**

**Note - payment must be made pursuant to the terms of the rental agreement or by nonelectronic means including, but not limited to, cashier's check, money order, or other certified funds.**

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington state Office of the Attorney General has this notice in multiple languages as well as information on available resources to help you pay your rent, including state and local rental assistance programs, on its website at [www.atg.wa.gov/landlord-tenant](http://www.atg.wa.gov/landlord-tenant).

State law provides you the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to help you at <http://www.washingtonlawhelp.org>. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.

State law also provides you the right to receive interpreter services at court.

OWNER/LANDLORD: \_\_\_\_\_ DATE: \_\_\_\_\_

WHERE TOTAL AMOUNT DUE IS TO BE PAID: \_\_\_(owner/landlord name)\_\_\_

\_\_\_\_\_(address)\_\_\_\_\_ "

(2) Upon expiration of the eviction resolution pilot program established under section 7, chapter 115, Laws of 2021:

(a) The landlord must also provide the notice required in this section to the dispute resolution center located within or serving the county in which the dwelling unit is located. It is a defense to an eviction under RCW 59.12.030 that a landlord did not provide additional notice under this subsection.

(b) Dispute resolution centers are encouraged to notify the housing justice project or northwest justice project located within or serving the county in which the dispute resolution center is located, as appropriate, once notice is received from the landlord under this subsection.

(3) The form required in this section does not abrogate any additional notice requirements to tenants as required by federal, state, or local law.

[ 2021 c 115 § 10; 2020 c 315 § 2; 2019 c 356 § 3.]

## NOTES:

**Finding—Intent—Application—Effective date—2021 c 115:** See notes following RCW 59.18.620.

**Findings—Intent—2020 c 315:** "The legislature finds that despite the passage of several eviction reforms during the 2019 regular legislative session there is a need to clarify certain reforms and to address the unintended effects and oversights that have limited the impact and remedial nature of these reforms available to tenants. Specifically, the legislature finds that further clarity is required as to how and when tenants can access emergency rental assistance to pay off unlawful detainer judgment amounts and have their tenancies reinstated before judgment, when landlords can issue pay or vacate notices to tenants whose primary source of income is regular, monthly governmental assistance, and that a landlord cannot threaten a tenant with eviction for failure to pay fees not related to rent. As a result, the legislature intends with this act to make such modifications to ensure that tenants with limited to no resources maintain stable housing." [ 2020 c 315 § 1.]

**Intent—2019 c 356:** See note following RCW 59.12.030.



# Do you have Available Units? WE HAVE TENANTS

**KCHA is being awarded 756  
NEW Vouchers!**

## Benefits of working with the Housing Authority

- GUARANTEED TIMELY PAYMENTS
- STABLE LONG TERM TENANTS
- MARKET COMPETITIVE
- FREE ADVERTISING
- .... AND SO MUCH MORE!

If you have any questions or would like more information on how to become a Housing Choice Voucher Landlord, please contact our Owner Liaison Team:

- |                  |                                  |                               |                                |
|------------------|----------------------------------|-------------------------------|--------------------------------|
| • Amar Randev    | <b>Region:</b> East King County  | <b>Phone:</b> (206) 826-5307  | <b>Email:</b> AmarR@kcha.org   |
| • Jordan Plummer | <b>Region:</b> North King County | <b>Phone:</b> (206) 214-1341  | <b>Email:</b> JordanP@kcha.org |
| • Betsy Langi    | <b>Region:</b> South King County | <b>Phone:</b> (206) 214- 1327 | <b>Email:</b> BetsyL@kcha.org  |