



New Landlord Briefing

HOUSING AUTHORITY OF THE CITY OF RENO

Updated 5/10/22

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The Mission of the Reno Housing Authority

- ▶ The mission of the Reno Housing Authority is to provide fair, sustainable, quality housing in diverse neighborhoods throughout Reno, Sparks and Washoe County that offers a stable foundation for low-income families to pursue economic opportunities, become self-sufficient and improve their quality of life.

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What voucher programs does the RHA administer?

- ▶ Over 2,500 Housing Choice Vouchers (HCV)
- ▶ 416 Veterans Affairs Supportive Housing (VASH) vouchers
 - ▶ These are part of a partnership with the local VA who provides ongoing case management for these clients.
- ▶ 137 Emergency Housing Vouchers (EHV)
 - ▶ These vouchers are specifically for homeless individuals and families in partnership with agencies in our local Continuum of Care, who provide ongoing case management.
- ▶ 15 Foster Youth to Independence (FYI) Initiative Vouchers
 - ▶ These vouchers are specifically for youth aging out of the foster care system who will receive ongoing services from our partnering agencies.

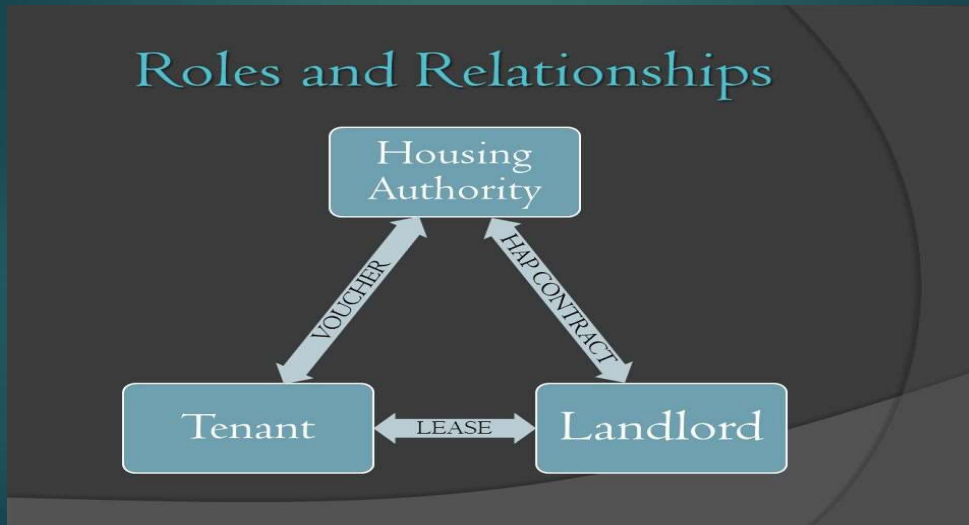
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What is the Housing Choice Voucher (HCV) program?

- ▶ The HCV Program provides rental assistance to low-income families and individuals renting units in the private rental market.
- ▶ The program is also known as Section 8.
- ▶ Funding for the program comes from the U.S. Department of Housing and Urban Development.

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How does the HCV program work?



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Benefits of participating in the HCV program:

- ▶ Rent payment stability & the benefit of extended HAP payment, beyond day of move-out, in certain circumstances.
- ▶ Leasing incentives for special purpose vouchers.
- ▶ Free rental vacancy listings on AffordableHousing.com.
- ▶ Regular Housing Quality Standards (HQS) Inspections.
- ▶ Direct Deposit of rent into your bank account.
- ▶ Providing a stable foundation for families, at risk youth, the elderly, and veterans.
- ▶ Community involvement.

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What type of screening happens before a participant is issued a HCV?

- ▶ Before admission to the HCV program, the RHA will conduct a criminal background check.
 - ▶ Any applicant who is subject to lifetime registration as a sex offender is not permitted to enter the program.
 - ▶ Individuals with a recent (last 3 years) history of drug related or violent offenses will not be permitted to enter the program.
 - ▶ Individuals who owe the RHA or another Housing Authority money will not be permitted to enter the program.

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Did you know the RHA can provide program history to potential landlords?

- ▶ The RHA can provide potential landlords with the following HCV family information:
 - ▶ Balance of money owed to the Public Housing Authority.
 - ▶ History of terminations for family obligations and reasons for termination.
 - ▶ Damages caused to a unit.
 - ▶ Involvement in fraud, bribery or other corrupt or criminal acts.
 - ▶ Serious or repeated violation(s) of the signed lease agreement.

The RHA cannot provide information on the following:

- ▶ Utility company payment history.
- ▶ Credit history.
- ▶ Full rental history.

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What responsibilities does the RHA have:

- ▶ Conduct regular re-certifications of the household.
- ▶ Ensure compliance with the Section 8 Family Obligations.
- ▶ Regularly inspect the unit and certify that the unit meets federal Housing Quality Standards.
- ▶ Determine and pay Housing Assistance Payments to the landlord on behalf of the tenant.

Please note:

- ▶ The RHA cannot enforce the lease or initiate eviction proceedings.
 - ▶ The RHA will make every effort to reinforce any and all notices provided by the landlord to the tenant. Some lease violations could result in a family's termination of housing assistance.

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What responsibilities does an HCV Participant have:

1. Must not damage the unit or premises.
2. Must not commit any serious violations of the lease.
3. Must not own or have any interest in the unit.
4. Must not commit fraud, violent/drug related crimes.
5. Cannot receive Section 8 assistance while receiving another housing subsidy.
6. No illegal drug use, or no alcohol abuse.
7. Must supply required information in writing within thirty days.
8. Must allow RHA to inspect the unit.
9. Must provide at least 30-day notice before moving out.
10. If evicted, must promptly give a copy of eviction notice to RHA.
11. Everyone living in the unit must be approved by RHA.
12. Must have approval from RHA to be out of unit over 30 days.

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What responsibilities does a landlord participating in the HCV program have?

- ▶ Screen tenants before entering into a Lease Agreement.
- ▶ Enter into and comply with a Housing Assistance Payment (HAP) Contract with RHA.
- ▶ Perform all necessary maintenance and repairs as defined in the Lease Agreement and NRS.
- ▶ Comply with HQS inspections.
- ▶ Collect family portion of rent as stated in any rent change notifications sent by RHA.
- ▶ Enforce the Lease and any Lease Addendums.
- ▶ Provide the RHA with copies of any lease violation notices or eviction notices issued to the tenant.

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HAP...what is it and how is it calculated?

“HAP” is the Housing Assistance Payment that the RHA pays the landlord on behalf of the tenant.

The RHA determines the HAP through a standard formula which takes into consideration a number of factors including, but not limited to:

- ▶ Family income.
- ▶ Contract rent for the unit.
- ▶ Payment standard based on voucher size.
- ▶ Size of the unit.
- ▶ Utility allowance based on unit size and structure type.

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How often will the HAP Payment change?

The RHA is required by HUD to recalculate the HAP payment and tenant portion of rent in the following circumstances:

- ▶ At each regular re-certification of the household.
- ▶ Anytime during the year if any of the following occur:
 - ▶ When there is a change in income to the household.
 - ▶ When the family composition changes.
 - ▶ When there is a Contract Rent Increase or Decrease.

The RHA will send a Rent Change Notification Letter to the landlord when one of the above factors changes, causing a change in the portion of rent that either the RHA or the tenant is responsible for paying.

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What is the move-in process?

- ▶ Client completes the landlord's application and the landlord conducts their screening and selection process.
- ▶ Landlord completes a Request for Tenancy Approval (RTA) packet and the client returns the packet to RHA.
- ▶ The RHA will determine if the rent for the unit is affordable for the family, conduct a Rent Reasonableness test based on comparable units in the area, and schedule a Move-in/Initial HQS inspection.
- ▶ Once the RHA has determined the rent is affordable and reasonable and the unit has passed the HQS inspection, the landlord and tenant may enter into a one-year lease agreement.
- ▶ The landlord will forward a copy of the executed lease to RHA and RHA staff will draft a HAP Contract.
- ▶ The landlord will be contacted by RHA staff to come into our offices to sign the HAP Contract.
- ▶ RHA will release the initial HAP payment to the landlord with the next check run.

The RHA is here to support you! Please contact us if you have any questions during the move-in process.

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More move-in information:

- The landlord and tenant may not execute a lease, in which RHA will pay a portion of the rent, until the unit has passed the initial HQS inspection. *If a lease is signed by a tenant prior to the unit passing HQS, RHA will not pay any portion of the rent until the date the unit passes HQS.*
- Once a move-in has been approved, the landlord may not collect the RHA portion of rent (HAP) from the tenant or charge late fees to the tenant for unpaid HAP.
 - The RHA has 60 days to execute a HAP Contract with the owner without that payment being considered late.
 - If the tenant portion of rent is late, the landlord may charge the tenant late fees as outlined in the lease agreement and NRS.

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How soon will you get paid by RHA? That depends on you...

- ▶ Once the RHA receives a copy of the executed lease from you, we will draft a HAP Contract based on the information contained in the lease agreement.
- ▶ The HAP Contract must be signed by the owner or manager before RHA can pay the Housing Assistance Payment.
- ▶ The RHA has two check runs each month (1st and 15th of the month).

The sooner the RHA gets the executed lease and you come in to sign the HAP Contract, the sooner you will be paid.

The RHA has 60 days to execute a HAP Contract, but we are usually faster than that, if we get a copy of the executed lease timely.

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HQS...what you need to know!

- ▶ The RHA will be inspecting the unit for:
 - ▶ Health and safety criteria.
 - ▶ Minimum standards determined by HUD for tenant-based programs.
 - ▶ HQS standards apply to the building and premises, as well as the unit.

- ▶ RHA Inspectors are not:
 - ▶ Code enforcement officials.
 - ▶ Health Department Inspectors.
 - ▶ Construction or building inspectors.

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HQS...what else you need to know!

- ▶ Inspections will be conducted:
 - ▶ Prior to execution of the lease (Initial).
 - ▶ Every other year thereafter (Regular).
 - ▶ As requested by the tenant or landlord (Special).

- ▶ Extensions
 - ▶ If the first inspection does not pass because of tenant or landlord caused items, a second inspection will be conducted within 30-days (usually within 14-days).
 - ▶ Either a landlord or a tenant can request an extension beyond 30-days for good cause. All requests must be received in writing.

- ▶ An adult must be present, in the unit, during all inspections.

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When can a request for a Contract Rent Increase (CRI) be made?

- ▶ Landlords may request an increase in the Contract Rent one time each year.
- ▶ The RHA must have at least 60-days notice of any requested Contract Rent Increase.
- ▶ The RHA is required to conduct a rent reasonable test on the requested Contract Rent amount to determine if the proposed increase meets current market conditions.
- ▶ If a new lease is signed, as a condition of the Contract Rent Increase, the RHA must be provided a copy of the new lease within 30 days of its execution and a new HAP Contract will be executed.

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RHA's Landlord Incentive Program

- ▶ After surveying current HCV participating landlords, the RHA determined that Damage Claims and Vacancy Loss were the primary reasons for monetary loss to a landlord participating in the HCV program.
- ▶ To try and alleviate some of the burden of these costs, the RHA created the Landlord Incentive Program.

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Benefits of the Landlord Incentive Program

- ▶ Automatically pays HAP through the last day of the month if any of the following 4 situations occur:
 - ▶ Tenant passes away while still legally residing in the unit.
 - ▶ Tenant moves out without giving notice to the landlord (skip).
 - ▶ Tenant is evicted **for cause or non payment of rent** from the assisted unit.
 - ▶ Tenant is terminated from the Housing Choice Voucher program.

- ▶ Upon request, RHA will pay HAP for an additional month in the same 4 situations and if damages to the unit exceed the amount of the security deposit.

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How do I request the additional month of HAP?

- ▶ All requests for the additional month of HAP **must** be made in writing on the appropriate RHA form no later than 30 calendar days from the date the vacancy occurred.
- ▶ Proof of the situation that prompted the request must be provided with the request form:
 - ▶ **Passed away** – proof of death must be provided (i.e. death certificate or written statement from family).
 - ▶ **Skip** – proof that the landlord has taken legal possession of the unit (court documents) must be provided.
 - ▶ **Eviction for cause or non-payment** – a copy of the eviction notice or lock out order must be provided.
 - ▶ **Termination of housing assistance** - no proof necessary.
 - ▶ **Damages exceed security deposit** – Security Deposit accounting.

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Additional Incentives for Emergency Housing Vouchers

- ▶ As part of HUD's effort to address the growing homelessness epidemic, American Rescue Plan Act (ARPA) funding was designated to create the Emergency Housing Voucher (EHV) program.
- ▶ In order to address the additional barriers to housing faced by the homeless population (lack of access to records, eviction history, etc.), funding was approved to incentivize landlords to rent to this population.
- ▶ Incentives include:
 - ▶ **\$1,000 lease signing bonus** - You will receive an additional \$1,000 with the first HAP payment when you initially sign a lease with a new EHV tenant.
 - ▶ **\$750 lease renewal bonus** - You will receive an additional \$750 when you renew a lease with an EHV tenant. This is a one-time bonus (per tenant).

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Landlord Newsletters & Workshops

- ▶ The RHA sends a quarterly Landlord Newsletter to all participating landlords in the Housing Choice Voucher program. The newsletter is also available on RHA's website at www.renoha.org.
- ▶ Quarterly Landlord Workshops are held at RHA's offices and cover topics including but not limited to:
 - ▶ Common HQS Issues
 - ▶ Reno Justice Court - Eviction filing procedure
 - ▶ Nevada Legal Services - Landlord/tenant disputes
 - ▶ Rent calculation
 - ▶ Veterans Affairs Supportive Housing (VASH) program
 - ▶ Contract rent increases

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What is the best way to communicate with the RHA?

The RHA values the relationship it has with the landlords who participate in the HCV program. We want to make communicating with us as easy as possible.

- ▶ E-mail – Questions may be e-mailed to specific RHA staff and response time will depend on the number of inquiries received. See the attached contact list for e-mail addresses.
- ▶ Phone – A Housing Specialist is on-duty every day to take calls and answer questions from both clients and landlords. If you leave a message, the RHA will return your call within 24-hours.

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RHA Contacts:

Reno Housing Authority
1525 East 9th Street
Reno, NV 89512
Phone (775) 329-3630
Fax (775) 786-1712

Director of Rental Assistance
Jamie Newfelt
(775) 329-3630 ext. 219
jnewfelt@renoha.org

Rental Assistance Administrator
Pia Palacios
(775) 329-3630 ext. 254
ppalacios@renoha.org

Leasing Agent
Connie Marshall
(775) 329-3630 ext. 229
leasing@renoha.org

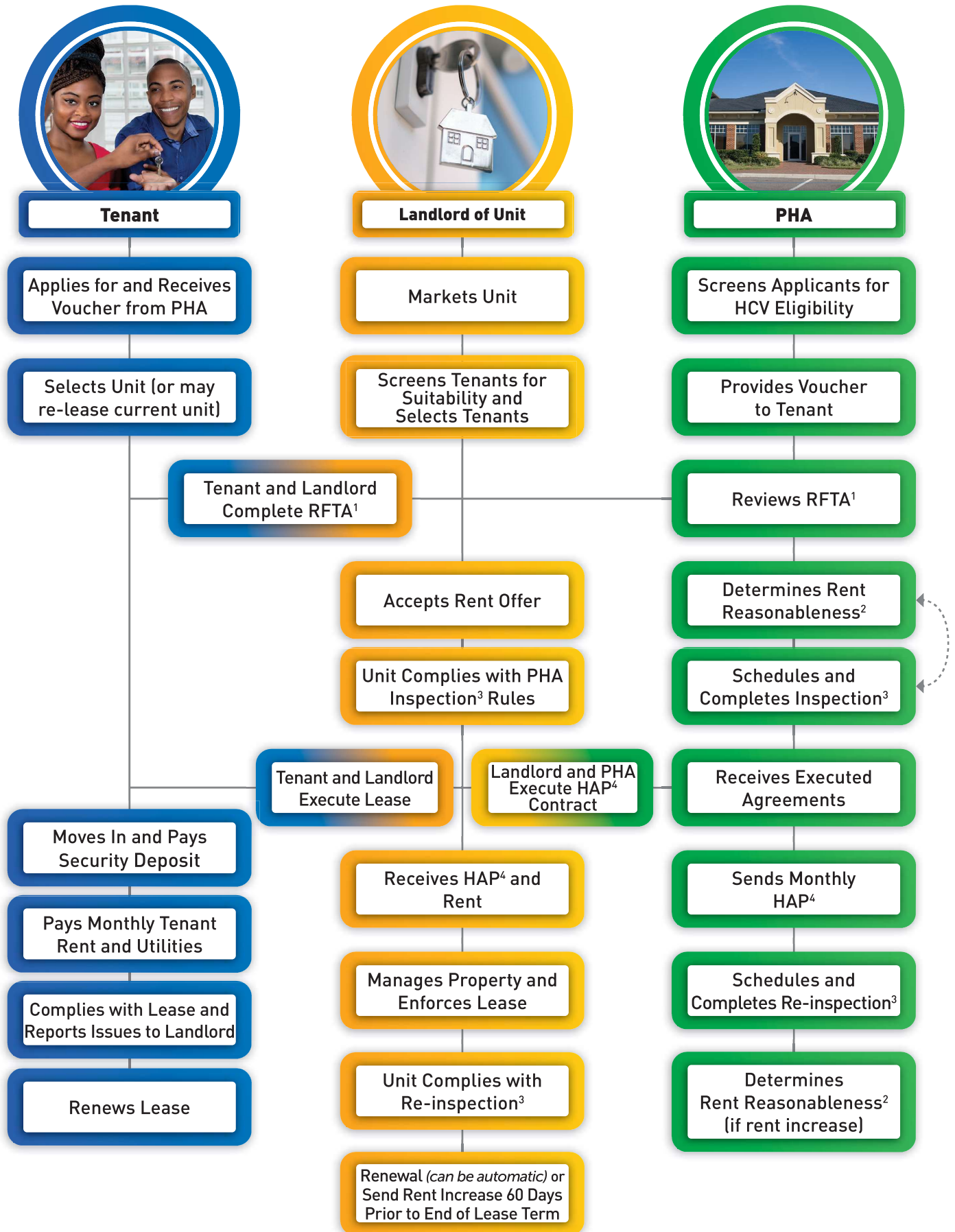
General Office Clerk II (Inspections)
Amber Salcido
(775) 329-3630 ext. 216
inspections@renoha.org

General Program Questions:
section8@renoha.org

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Housing Choice Voucher Program

General Lease-Up Process for Landlords, Public Housing Authorities (PHAs) and Tenants



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

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

Part A of the HAP Contract: Contract Information

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

- 1. Contents of Contract.** This HAP contract has three parts:

Part A: Contract information
Part B: Body of the Contract
Part C: Tenancy Addendum

2. Tenant

Tenant(s): ADULT TENANT #1
ADULT TENANT #2

3. Contract Unit

Address: 123 MAIN ST #5
City: RENO, State: NV Zip: 89502

4. Household

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

ADULT TENANT #1
ADULT TENANT #2
MINOR TENANT #1
MINOR TENANT #2
MINOR TENANT #3

5. Initial Lease Term

The initial lease term begins on: DATE

The initial lease term ends on: DATE

6. Initial Rent to Owner

(a) The initial rent to owner is: \$ FULL 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 \$ HAP per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements. The housing assistance payment shall be deemed received by the owner when mailed by the PHA no later than 5 days after the first of the month.

Tenant Rent: \$ TENANT PORTION

Passed Inspection Date: DATE

Rent Reasonableness Date: DATE

Utilities Date: DATE

Lease Date: DATE

- Tenant File
 Finance
 Landlord
 Tenant

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

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

Item	Specify fuel type	Paid by	
Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	T	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Other	T	
Water Heating	<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	T	
Other Electric	[REDACTED]	T	
Water		O	
Sewer		O	
Trash Collection		O	
Air Conditioning		N/A	
		Provided by	
Refrigerator		O	
Range/Microwave		O	
Other (specify)		EES (energy efficient system) includes heating, cooking, & all electrical	N/A

SIGNATURES:

Housing Agency

Housing Authority of the City of Reno

Jamie Newfelt,
 Director of Rental Assistance

Owner

PROPERTY/COMPANY NAME

OWNER NAME

Name of Signatory

Signature

Date

Signature

Date

MAIL PAYMENTS TO:

PROPERTY/COMPANY NAME

Name

OWNER MAILING ADDRESS

Address (Street, City, State, Zip)

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

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.



HOUSING CHOICE VOUCHER FACTS

WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs) that receive federal funds from the U.S. Department of Housing and Urban Development (HUD). This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program. A brief summary of each party's role is below:

HUD: HUD provides funds to allow PHAs to make housing assistance payments on behalf of the HCV tenants. HUD also pays the PHA a fee for the costs of administering the program. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Public Housing Agency: The PHA administers the HCV program locally and provides the HCV tenant with the housing assistance. The PHA must examine the tenant's income, household composition and ensure that their housing unit meets minimum housing quality standards. The PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family.

Landlord: The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. The Landlord enters into a lease agreement with the tenant.

Tenant: When a tenant selects a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

Rent: The PHA determines a payment standard that is between 90% and 110% of the Fair Market Rents regularly published by HUD representing the cost to rent a moderately-priced dwelling unit in the local housing market. The housing voucher tenant must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard, the tenant required to pay the additional amount.

HCV Households

- **8.75 years** is the average household time in the program
- **29.2%** are elderly (older than 62)
- **25.5%** are non-elderly disabled
- **45.5%** are single person
- **Over 75,000 HCVs** are designated for Veteran Affairs Supportive Housing

HCV Unit Type*

- **24.6%** are single family detached
- **11.4%** are semi-detached
- **17.2%** are rowhouse/townhouse
- **33.9%** are low-rise buildings
- **10.3%** are high-rise buildings
- **1.9%** are manufactured homes

**Does not include MTW agency data.*

HCV Unit Location

- **59.1%** are in central cities
- **37.4%** are in suburbs
- **2.9%** are in rural areas

The data in this document is current as of December 2020.

Revised May 2021



Housing Authority of the City of Reno

PROPERTY OWNER'S REQUEST FOR A TIME EXTENSION TO CORRECT HOUSING QUALITY STANDARDS DEFICIENCY

Please fax this completed form to (775)786-1712 or email to inspections@renoha.org with any other documentation.

Participant Name: _____

Property: _____
Address City State Zip Code

The following deficiencies were noted during an HQS inspection of the above property on _____, 201__:

I am requesting that corrections be deferred for the following reason: _____

I am requesting an extension to: _____

I understand the following if approved:

- **When repairs have been completed it is the landlord's responsibility to contact the inspector's office and schedule a re-inspection.**
- I agree to pursue corrective action at the earliest possible time, but understand I must correct these deficiencies prior to the expiration of this extension.
- Failure to meet the obligations agreed upon will result in abatement of my Housing Assistance Payment.

Client Signature _____ Date _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ E-mail _____

For Office Use Only:

Approved: Expiration Date: _____ **Denied:** Reason: _____ **Initials:** _____



HOUSING QUALITY STANDARDS (HQS) HANDBOOK

INTRODUCTION. This handbook has been prepared by Reno Housing Authority (RHA) to help property owners who make units available to families receiving Section 8 rental assistance understand the inspection procedure and its relationship to the rental assistance program. It is RHA's goal to help owners receive timely and complete payments while making more productive use of staff time.

BACKGROUND. Funding for the Section 8 rental assistance program is provided by the United States Department of Housing and Urban Development (HUD). The HQS and regulations for the program are also established by HUD. The RHA Board of Commissioners has approved additional HQS guidelines to supplement those established by HUD.

THE HQS INSPECTION PROCESS.

A dwelling unit must meet HQS and additional local requirements prior to being accepted in the Section 8 Program. These standards are a variety of health, safety, and performance requirements.

APPENDIX A GIVES AN EXPLANATION OF THE CRITERIA USED TO EVALUATE EACH UNIT ON A ROOM-BY-ROOM BASIS. (The actual form HUD-52580 facsimile used by RHA is a condensed version.) There are several types of inspections:

Initial or Move-In. An "initial" or "move-in" inspection is performed on each unit before a new tenant moves in. **The owner should not allow tenants to move into the unit before the unit passes the HQS inspection.** Utilities need to be turned on in

the unit for the inspection to be conducted. Even though a unit may have been in the Section 8 program for several years, the "move-in" designation is given to an inspection prior to occupancy by a new tenant. No Housing Assistance Payment (HAP) will be made on the unit before it has passed the HQS inspection and the lease and HAP Contract are signed.

Annual. An "annual" inspection is performed prior to the anniversary date of the HAP Contract to determine if the owner and tenant are maintaining the unit properly in order to receive financial assistance. The scheduling of the annual inspection may be up to 90 days in advance of the anniversary date.

Re-inspection. An initial or annual inspection that receives a "fail" designation must be re-inspected after the "failed" items have been corrected. The unit will continue to "fail" if all of the items are not corrected. Any one item on the inspection checklist will "fail" the unit.

An owner is sent a copy of the HQS Inspection Form. If the unit receives a "fail" designation, the owner has up to 14 days in which to make the necessary corrections and call for a re-inspection. A longer period may be allowed under special circumstances. If the owner or the tenant does not take the required corrective action within the specified time period, RHA will abate the HAP until the required work is totally completed. If the owner fails or refuses to take the required corrective action within 30 days after the beginning of abatement of the HAP, RHA will initiate steps to terminate the HAP Contract in accordance with the Contract.

Special. A “special” inspection may be requested by either the owner or the tenant during the course of a contract year. The Housing Inspector will visit the unit for the specific purpose of responding to the complaint. A tenant complaint is normally initiated because the owner has been unresponsive in making a valid repair to the unit. An owner complaint is normally initiated when a verification is required to determine if a tenant is violating Section 8 guidelines, HQS, and/or lease terms. If a violation of the HQS is verified by the Housing Inspector, it must be corrected within 14 days. A longer period may be allowed under certain circumstances.

Move-out. A “move-out” inspection is required under the Mod Rehab program only and must be requested by an owner when it is estimated that a tenant has damaged a unit or left it so dirty that the security deposit will not cover the cost of the repairs. It will be necessary to submit a damage claim to RHA. The Housing Inspector will evaluate the damage and use the HQS Inspection Form as a basis for determining the validity of the documented repair costs submitted with the damage claim.

UPGRADED RENO CRITERIA. The HQS criteria established by HUD are broad and flexible in order to cover a wide variety of housing conditions throughout the United States. The RHA Board of Commissioners has adopted a set of upgraded criteria which have been approved by HUD. These are applicable only within Washoe County, including the Cities of Reno and Sparks, and are used in conjunction with the HUD standards. The upgraded criteria were developed to emphasize and reinforce either unique needs of the Reno, Sparks, and Washoe County area, or common recurring “fail” items. The local criteria are listed below.

1. All structures (or sites in the case of new construction) must be located either on dedicated public streets, which are owned and maintained by the governmental

entity (city, town, county, or state) in which the structure or site is situated, or on a private access way that is constructed and maintained according to standards that meet city, county, or state regulations and codes governing the construction of public streets of similar size and character in the jurisdiction in which they are located. No structure (or site in the case of new construction) will be considered for acceptance into the Section 8 Program if it is located on a public or private road, street, or access way that does not conform to the standards set forth in the most current applicable city, county, or state codes and regulations governing the construction and maintenance of public streets of similar size and character.

In the event that a unit is admitted into a Section 8 Program and the street, road, or access way later deteriorates or is poorly maintained and becomes substandard with respect to the current applicable code or regulations governing the construction of public streets of similar size and character in the same jurisdiction, RHA will give notice to the Section 8 landlord, who will be solely responsible for causing the necessary repairs to said street, road, or access way to be effected. If the street, road, or access way is not returned promptly to a condition which meets the requirements set forth above, the Section 8 contract for this unit will be terminated.

2. Street numbers must be present and visible from the street in accordance with city or county codes.
3. No inoperative vehicles may be stored on the grounds or parking lots of the property in accordance with city, county and state codes and regulations.
4. In order to ensure that units meet interior air quality requirements, units that have

not been provided air conditioning or evaporative coolers by the landlord will be required to have screens for exterior windows at the time of the unit inspection.

5. All units must have **at least one** smoke detector. Smoke detectors are required on all floors with sleeping rooms.
6. All units are required to have sufficient weather stripping to ensure the unit is free from drafts.
7. Sliding windows and sliding doors shall have a locking device to prevent the removal of the doors or windows from their frames.
8. All security bars (if provided) must meet applicable local building codes.
9. Tie downs are required for all single-wide mobile homes. When local and state regulations do not require tie downs for double- and triple-wide mobile homes, RHA will not require tie downs.
10. There shall be no broken or missing light fixture globes or cover plates when such globes or cover plates are a design feature of the fixture.
11. All closet doors (if provided) shall be in proper working condition.
12. Painted walls and ceilings shall be reasonably clean and free of mildew and fungus.
13. There can be no holes in the walls larger than one-quarter inch (1/4") diameter.
14. Kitchens shall contain adequate storage and counter space. Cabinet drawers and doors shall be in functional condition.
15. Any appliance in the unit not required by HQS will be in proper working order or

shall be removed (such as an air conditioner, dishwasher, garbage disposal, etc.).

16. The range hood filter (if provided), venting system, and area surrounding the oven must be reasonably clean and free of grease. The exhaust fan (if provided) shall work properly.
17. Carpets shall be reasonably clean and free of foreign substances.
18. Faucets shall not leak.

The locally adopted criteria have the same impact as those established by HUD, and a "fail" rating for one of the items fails the unit until the item is corrected.

FREQUENT "FAIL" ITEMS. Delays in correcting "fail" items can result in the abatement of rents and/or prevent an owner from receiving a yearly rent adjustment. The owner or his/her representative should inspect each unit several weeks before the annual inspection, which takes place prior to the anniversary date of the HAP Contract. An owner should keep a record of the anniversary date, especially if there are numerous units involved.

Each tenant can also assist the owner by indicating what repairs are necessary. Since the tenant is very familiar with the unit, this information can provide an owner with some of the best data on what repairs may need to be done.

A list of the most frequent fail items has been developed from a survey of past initial and annual inspections. An owner who checks each unit prior to the annual inspection against this list should have an excellent chance of having that unit pass.

All utilities must be on at the time of an inspection. Failure to have them on will result in an incomplete inspection.

Conditions which frequently cause an inspection to fail are:

1. Smoke detectors not in working condition. Dead or missing batteries are the normal problem.
2. Window or door locks not in good working condition.
3. Sliding windows and doors without functioning rollers and having metal sliding on metal.
4. Sliding closet and shower doors not functioning properly. Worn out rollers are the usual problems.
5. Electrical light switches not in good working condition. Duplex outlets and cover plates must not be cracked or chipped.
6. Broken or missing light fixture globes or covers. If required, they must be replaced.
7. Interior chipping or peeling paint. This must be removed and the surfaces repainted.
8. Tears, separations, or holes in carpets or floor coverings which create tripping hazards.
9. Visible signs of insect infestation such as roaches, silverfish, etc.
10. Faucets and hose bibs leaking.
11. Tubs, showers, and sinks not properly caulked.
12. Toilets not tightly secured to the floor. The tank must not leak.

13. Water heaters without a pressure relief valve. Relief valve and outlet should meet applicable building codes.
14. Refrigerators, stoves, and ovens, including doors, not in good working condition and not clean. They must also have door gaskets that seal properly.
15. Stove and bathroom fans, when provided, not clean, unobstructed, or working properly.

Cooperation in repairing these items in advance of the annual inspection will help in receiving timely rent adjustments. It will also help RHA by reducing the amount of staff time spent doing re-inspections of failed units.

RESPONSIBILITIES OF OWNER AND TENANT. It is the owner's responsibility to ensure that the unit meets HQS requirements, even if damages are tenant-caused. In addition, Section 8 tenants are responsible for all damages they cause, including those damages caused by their family members and/or guests. Failure by the tenants to either repair the damages or have them repaired and pay all costs may result in their eviction as well as their termination from the Section 8 program.

RHA holds the owner responsible for these types of damages not because it is assumed that the owner caused the problem, but because the HAP Contract is with the owner and not with the tenant. The owner must give tenants notice of all charges being made to them for tenant-caused damages.

It is necessary for an owner to have regular dialogue with the tenants, and to make periodic unit inspections to ensure that tenants are properly maintaining units according to the lease agreement. Tenants need to be made aware of their responsibilities under the terms of their lease at the time the lease is executed. When warranted, they should be reminded of their responsibilities.

TENANT RELATIONSHIPS. RHA's role is to provide rental assistance to families by making payments for a portion of the contract rent directly to the owners. The contractual relationship is with the owner, not with the tenant.

RHA does not screen potential tenants except to verify that they meet eligibility requirements for Section 8 assistance. A prospective tenant who has a Section 8 Voucher is merely an applicant who has been evaluated on the basis of income. The voucher provides no indication whatsoever of any other attributes of that tenant such as credit worthiness, bill-paying habits, housekeeping habits, or ability to be a good neighbor. An owner must follow the same verification process for a prospective Section 8 tenant as would be done for a tenant who receives no public assistance.

Section 8 assistance for a tenant does not imply that RHA will intercede in the normal

owner/tenant relationship provided through the lease agreement. New Section 8 applicants are provided an orientation session in which the Section 8 Program and the duties and obligations of a tenant are explained to them.

Owners and tenants often try to have RHA intercede on their behalf in owner/tenant disputes. RHA involvement in these disputes, however, must be kept to a minimum and limited to those issues that relate to an interpretation of the HAP Contract.

CONCLUSION. The Section 8 rental assistance program is advantageous to owners, tenants, and RHA. Owners are provided with reliable income from RHA to supplement the rent received directly from tenants. Tenants receive good housing at affordable rents. RHA is able to provide low income families with housing without incurring the expense of constructing new apartment complexes and providing personnel to maintain them.

Inspection Form

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average 0.25 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.

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 the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance 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 participation.

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 determine if a unit meets the housing quality standards of the section 8 rental assistance program.

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Project Number

A. General Information

Street Address of Inspected Unit

City	County	State	Zip
Name of Family		Current Telephone of Family	
Current Street Address of Family			
City	County	State	Zip
Number of Children in Family Under 6			
Name of Owner or Agent Authorized to Lease Unit Inspected		Telephone of Owner or Agent	
Address of Owner or Agent			

- Housing Type (check as appropriate)
- Single Family Detached
 - Duplex or Two Family Row
 - House or Town House
 - Low Rise: 3,4 Stories, Including Garden Apartment
 - High Rise; 5 or More Stories
 - Manufactured Home
 - Congregate
 - Cooperative
 - Independent Group Residence
 - Single Room Occupancy
 - Shared Housing
 - Other:(Specify)

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Previous editions are obsolete

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes No, Pass	Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, an dining room or a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No Pass	Yes, No Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision				If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No	Pass	Yes, No	Fail Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>				
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>				
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>				
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do not include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for 'Living Room' with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No	Pass	Yes, No, Fail Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date of final approval
		Yes, No	Pass	Yes, No, Fail Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
- _____ front/rear/center: the room is situated to the back, front or center of the unit.
- _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No, Pass	Yes, No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No	Pass	Yes, No, Fail Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No Pass	Yes, No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No	Pass	Yes, No, Fail		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

8. General Health and Safety

8.1 Access to Unit

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

“Adequate covered facilities” includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). “Approvable by local public agency” means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check “Inconclusive.” Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

“Loose, broken, or missing steps” should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

“Other hazards” would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings).

Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check “Not Applicable.”

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would “seriously and continuously endanger the health or safety of the residents” are:

other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),

evidence of flooding or major drainage problems,

evidence of mud slides or large land settlement or collapse,

proximity to open sewage,

unprotected heights (cliffs, quarries, mines, sandpits),

fire hazards,

abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision				If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, No	Pass	Yes, No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>				
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>				
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>				
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>				
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>				
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable		
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>				
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>				
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

SPECIAL AMENITIES FOR RENT REASONABLENESS

1. LIVING ROOM

- High quality floors or wall coverings
- Working fireplace or woodstove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other (*specify*) _____

2. KITCHEN

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant countertop space
- Modern appliance(s)
- Washer/dryer
- Exceptional size relative to needs of family
- Other (*specify*) _____

3. OTHER ROOMS USED FOR LIVING

- High quality floors or wall coverings
- Working fireplace or woodstove
- Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other (*specify*) _____

4. BATH

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on tub/shower
- Shower rod
- Double sink or special lavatory
- Separate dressing room
- Exceptional size relative to needs of family
- Other (*specify*) _____

5. FACILITIES

- Swimming pool
- Recreation room/building/court
- Extra storage
- Close to bus line schools
- Close to shopping medical services
- Other (*specify*) _____

6. OVERALL CHARACTERISTICS

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping)
- Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage, carport, or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other (*specify*) _____

7. MAINTENANCE AND SERVICES PROVIDED BY OWNER

- Lawn/shrub care
- Replacement of furnace filters
- Replacement of smoke detector batteries
- Other (*specify*) _____

8. NON-ELDERLY DISABLED ACCESSIBILITY

Unit is accessible to a particular disability. Yes No

Disability: _____

Special features: _____

Unit could be easily renovated for accessibility to a particular disability. Yes No

QUESTIONS TO ASK THE TENANT

1. Does the owner make repairs when asked? Yes No In a timely manner? Yes No _____
2. How many people live in the unit? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? What and how much? _____
5. Who owns the range, refrigerator, and/or microwave? (*O = Owner, T = Tenant*) Range____ Refrigerator____ Microwave
6. Is there anything else you want to tell us? _____



EQUAL HOUSING OPPORTUNITIES



HOUSING AUTHORITY OF THE CITY OF RENO

1525 East Ninth Street • Reno NV 89512-3012 • (775) 329-3630 • fax (775) 786-1712 • TDD (775) 331-5138 Ext 204

Serving Reno, Sparks, and Washoe County



HQS Self-Inspection Checklist

Areas of property		Questions to Ask	✓
Electrical - Mechanical	Electrical	1. Will all utilities (Electric / water / gas) be turned on for the inspection?	
		2. Are all electrical outlets, fixtures, and GFCI's properly wired and functioning properly (at least 2 outlets or 1 outlet and 1 light fixture per room)?	
		3. Do all light fixture (interior and exterior) have light bulbs and proper covers or globes in place if so designed?	
		4. Is there adequate and functioning lighting in common hallways / porches?	
		5. Are all receptacles, light switches, fuse boxes properly covered with no cracks / breaks in cover plates/doors/panels?	
	Heat	6. Is there adequate heat and does the system work as designed with no leaks, missing panels, or excessive vibration? Are filters clean and in place?	
	A/C	7. Is the central A/C – window or wall unit – swamp cooler functioning?	
Plumbing	Kitchen/bathroom	8. Is toilet fastened securely to the floor with proper closet bolt caps and no leaks or gaps? Does toilet flush properly?	
		9. Is there hot and cold running water, proper drainage, and no leaks at kitchen and bathroom plumbing fixtures? (sinks/ tubs/ showers)	
		10. Do all bathrooms have adequate ventilation, either an exterior window with a screen or exhaust fan?	
	Other	11. Is there access to the water heater and is the water heater functioning as designed with a properly installed temperature & pressure relief valve including a proper discharge pipe going to the exterior?	
		12. Does the electric or gas stove function as designed with no missing or damaged door gaskets/seals? Are all control knobs present and legible?	
Interior of Unit		13. Are walls and ceilings free from air and moisture leaks/ hole and cracks?	
		14. Is flooring free of weak spots/ trip hazards or loose coverings?	
		15. Area cabinets / countertops securely fastened to prevent movement and drawers and doors functioning as designed?	
		16. Are there locks for windows and exterior doors? Double keyed dead bolts are not allowed.	
		17. Is there a working smoke detector on each floor/level of the unit?	
		18. Is the unit free of evidence of insect/rodent infestation and or mold/mildew?	
		19. Does the refrigerator/ freezer function as designed with no damaged or missing door seals/ shelves and brackets?	
		20. Do all other appliances function as designed?	
Exterior of Unit		21. Do all windows function as designed with at least one window in all bedrooms and living room? Is the unit free of any cracked, broken or leaky windows?	
		22. Is the roof free of leaks and are the gutters firmly attached to the structure?	
		23. Are all exterior surfaces in good condition? Are opening around windows and exterior doors weather –tight?	
		24. Is the foundation sound?	
		25. Is a handrail present and secure where there are 4 or more consecutive steps or at balconies and landings 30" high or higher?	

This list is for information only and is not intended as a complete list.

Contract Rent Increases

Landlords/Owners may request a Contract Rent Increase (CRI) as often as every 12 months. RHA does not require that a new lease be executed, but does require a copy of any new lease in order to execute a new Housing Assistance Payment (HAP) Contract, if necessary.

The RHA prefers, but does not require, that CRI requests be made on an RHA CRI Request Form. Forms may be downloaded from the RHA website, www.renoha.org.

CRI requests must be made at least 60 days before they are to take effect. A CRI Schedule outlining the dates by which requests must be received may also be found on our website.

Once the RHA has conducted a Rent Reasonableness test on the requested rent, landlords/owners will be notified



Residents of the United States are entitled, by law, to safe and decent housing regardless of race, color, religion, national origin, sex, handicap or familial status. Discrimination in the rental of property is prohibited by law.

RHA Contact Information

For general program and participant questions:

775-329-3630
section8@renoha.org

For questions regarding the move-in process or leasing to an RHA client:

RHA Leasing Agent
775-329-3630 ext. 229
leasing@renoha.org

For questions regarding the inspections process or to request or schedule an inspection:

RHA Inspections Department
775-329-3630 ext. 216
inspections@renoha.org

The voucher programs are operated by Reno Housing Authority with funds provided by HUD. RHA's contracts, policies, and some forms and procedures are reviewed, approved, and audited by HUD.

Important Information for Landlords/Owners Participating in the Housing Choice Voucher (HCV) Program



Reno Housing Authority

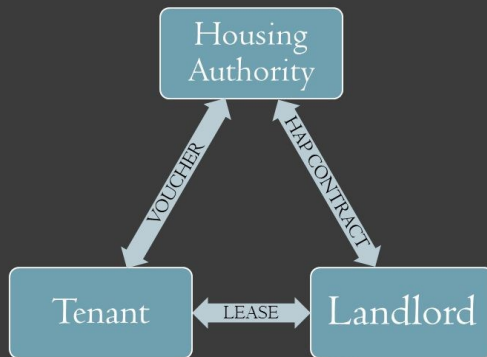
1525 East Ninth Street
Reno, NV 89512-3012

Phone: 775-329-3630
Fax: 775-786-1712
section8@renoha.org

RHA Mission

The mission of the Reno Housing Authority is to provide fair, sustainable, quality housing in diverse neighborhoods throughout Reno, Sparks and Washoe County that offers a stable foundation for low-income families to pursue economic opportunities, become self-sufficient and improve their quality of life. In doing so, RHA will continue to cultivate strong community partnerships, promote fiscal responsibility, and administer all of its programs and activities in an efficient, ethical and professional manner.

Roles and Relationships



Roles & Responsibilities

In the Housing Choice Voucher (HCV) Program, the Housing Authority maintains the following responsibilities:

- Conduct regular recertification of the household.

- Ensure compliance with the Section 8 Family Obligations
- Regularly inspect the unit and certify that the unit meets federal Housing Quality Standards.
- Determine and pay Housing Assistance Payments (HAP) to the landlord on behalf of the tenant.

The landlord/owner maintains the following responsibilities:

- Screen tenants prior to entering into a lease agreement.
- Enter into and comply with a HAP Contract with RHA.
- Enforce the lease and any lease addendums.
- Comply with Housing Quality Standards (HQS) inspections.
- Provide the RHA with copies of any lease violation notices or eviction notices.

The landlord/owner should be screening tenants before entering into a lease agreement. The RHA is not a part to the lease agreement and is not able to enforce the terms of the lease. However, the RHA will make every effort to reinforce any and all notices provided by the landlord to the tenant.

The RHA can provide potential landlords with the following HCV family information, upon request:

- Balances of money owed to the RHA
- History of terminations for family obligations violations and reasons for terminations.
- Damages caused by tenant (if reported by prior landlords).
- Involvement in fraud, bribery or other corrupt or criminal acts.
- History of serious or repeated violations of the lease (if reported by prior landlords).

Renting to an HCV Participant

Before a landlord/owner may rent their unit to a HCV participant, the following requirements must be met:

- The rent must be reasonable based on size, quality, location, and market factors defined in federal program guidelines.
- The unit must pass an inspection by meeting the minimum Housing Quality Standards (HQS) established by HUD.
- The rent for the unit must be affordable for the tenant. This is individual to each tenant and separate from the rent reasonableness test.

After lease-up, and once the RHA has received a copy of the executed lease, the RHA will execute a HAP Contract with the landlord/owner and HAP will begin being made on behalf of the tenant on the next semi-monthly check run.

Annual/Triennial Re-examination and Rent Changes

The RHA will annually or triennially re-examine the household composition and income. If a change in the HAP is determined necessary, the landlord/owner will be notified by mail of the new HAP and tenant rent portions.

If the household reports a change between their annual/triennial re-examinations, the RHA may update their portion of the rent at this time (depending on federal regulations). The landlord/owner will receive a written notice of any change to the HAP/tenant rent portions.



RENO HOUSING AUTHORITY

SERVING SPARKS, RENO & WASHOE COUNTY SINCE 1943

EHV Program Incentives

RISK MITIGATION

Landlords have access to funds up to \$2,000 per EHV tenant and can request payment from these funds for two reasons: in order to get the unit to meet HQS, and at the termination of the tenancy if there are damages in excess of the security deposit.*



\$2,000

LEASING SIGNING BONUS

Landlords automatically receive an additional \$1,000 with the first HAP payment when they sign a lease with a new EHV tenant. This benefit applies for the client's 1st two years or two tenancies, whichever is sooner.



\$1,000

LEASE RENEWAL BONUS

Landlords automatically receive an additional \$750 when they renew a lease with an EHV tenant. This is a one-time bonus per tenant/client.

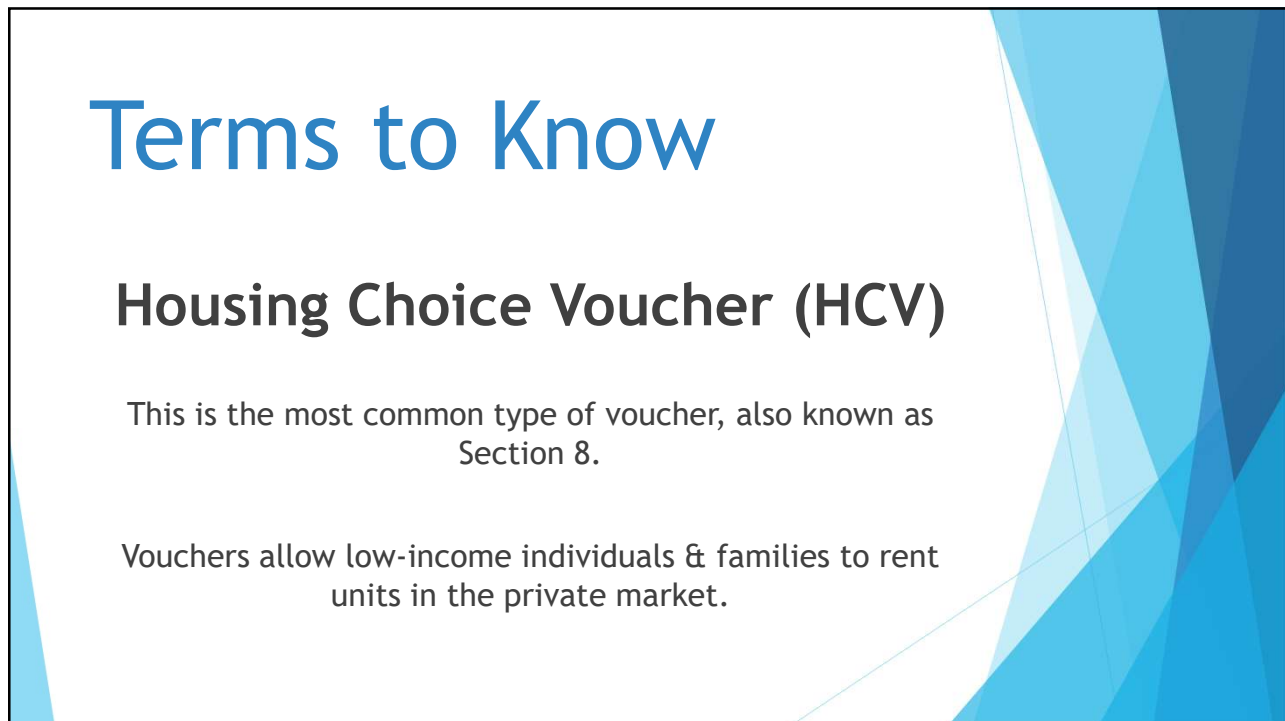


\$750

*For example, a landlord must spend \$500 for a window in order to meet the HQS. Once HAP contract is executed, they can request reimbursement for the \$500. At the end of the tenancy, landlord has up to \$1,500 remaining to cover damages in excess of the security deposit.



1



2

Benefits

Timely & Dependable Payments

Landlords will receive HAP checks/direct deposits each month once the HAP Contract is executed.

3

Myths

Landlords can't charge HCV participants the same rent as their non-HCV tenants.

FALSE

Landlords can charge the full rent no matter who the tenant is (as long as the rent is determined to be reasonable compared to similar units).

4

Terms to Know

Housing Quality Standards (HQS)

The requirements of a unit receiving voucher assistance, as set by HUD.

HQS ensures assisted units are decent and safe.

5

Incentives

\$1,000 Lease Signing Bonus

Additional money paid to a landlord with their first HAP payment when initially signing a lease with a new client.

(EHV only)

6

Terms to Know

Emergency Housing Voucher (EHV)

137 vouchers provided to RHA to assist homeless individuals & families with securing housing.

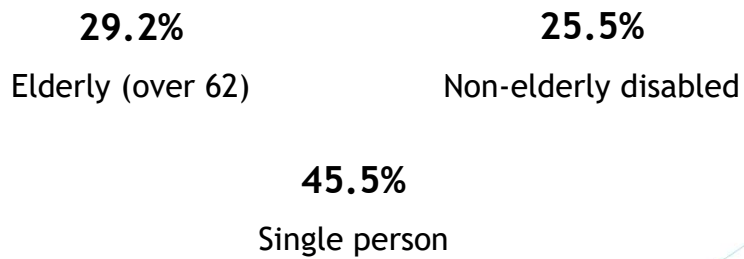
Partnering agencies provide ongoing case management for EHV clients.

These vouchers come with lease signing incentives.

7

Facts & Figures

Households



8

Benefits

Full Rent Payment Regardless of Tenant Income

When an assisted tenant's income decreases, the HAP & tenant portions will be adjusted.

This provides financial protection to landlords so that they continue to receive the full rental payment, even if their tenant's income goes down.

9

Myths

HCV Voucher tenants are problem tenants.

FALSE

There are no documented statistics showing that HCV participants are any more likely to damage units or not pay rent than non-HCV tenants.

10

Terms to Know

Foster Youth to Independence (FYI) Voucher

15 vouchers provided to RHA to assist young adults aging out of the foster care system while they work toward self-sufficiency

Assistance is limited to 3 years.

11

Incentives

\$750 Lease Renewal Bonus

Additional money paid to a landlord the 1st time they renew a lease with an existing client. This is a one-time bonus.

(EHV only)

12

Facts & Figures

Unit Types

24.6% Single Family Detached	1.9% Mobile Home
28.6% Semi-Detached (rowhouse/townhouse)	44.2% Apartment (low-rise & high-rise)

13

Terms to Know

Veteran's Affairs Supportive Housing (VASH) Voucher

451 vouchers provided to RHA to assist homeless veterans.

The VA provides ongoing case management for VASH clients.

14

Benefits

Regular Inspections

The RHA will inspect the unit at least biennially to ensure compliance with HQS.

This provides landlords an opportunity to check on the condition of the unit and address maintenance needs in a timely manner.

15

Myths

It is almost impossible to evict an HCV tenant when they violate the lease.

FALSE

HCV tenants are bound by the terms of their rental agreements and are subject to eviction as is any non-HCV tenant. Additionally, HCV tenants may be subject to termination of their voucher if they are evicted for cause.

16

Terms to Know

Housing Assistance Payment (HAP)

This is the monetary assistance paid by the RHA to a landlord for a tenant using a voucher.

The amount of assistance varies based on family income & composition.

17

Incentives

Double Deposit

A double security deposit paid to the landlord when they initially sign a lease with a new client.

(VASH only for a limited time)

18

Facts & Figures

Community Need

Over 3500 families & individuals on the waiting list to receive housing assistance.

Vacancy rate of only 2% for units in Washoe County.

19

Terms to Know

Contract Rent Increase (CRI)

An increase to the contract rent as requested by the landlord.

Landlords can request CRI's once per year, as long as the increase won't be effective during the term of a lease.

20

Benefits

Annual Rent Increases

Landlords may request reasonable increases to the contract rent once per year, as long as the increase won't be effective during the term of a lease.

21

Myths

If you accept one HCV tenant, then all of your units must be rented to HCV tenants.

FALSE

Renting to HCV tenants does not in itself obligate you to rent to other HCV tenants. For each vacancy, you should follow your established policies for screening prospective tenants.

22

Incentives

Additional HAP after move-out

RHA will automatically pay the HAP through the end of the move-out month if a client passes away, moves without notice, is evicted for cause, or is terminated by the RHA.

Landlords can request a full 2nd month of additional HAP in those 4 scenarios or if damage is discovered (in excess of the security deposit).

23

RHA Landlord Fair

Thank you for coming!

Make sure to stop by the “I’m In” table to let us know that you’re interested in renting to a voucher-holder and fill out some of the paperwork in advance.

We look forward to working with you!

24



Housing Authority of the City of Reno

LANDLORD INCENTIVE PROGRAM REQUEST FOR SECOND MONTH HAP

Owner/Manager Name: _____ Phone Number: _____

Date of Request: _____ Date Unit Vacated: _____

Tenant Name: _____ Client #: _____

Unit Address: _____

As an owner/manager participating in the Housing Choice Voucher (HCV) program, you may request a payment in the amount of one additional month's Housing Assistance Payment (HAP) if a tenant of the program vacates their unit for one of four reasons, or upon discovery of damages after move-out.

Please indicate the circumstance that applies to this request and provide the necessary documentation to support it:

- The tenant passed away while residing in the unit. Documentation of death must be provided.
- The tenant vacated the unit without giving proper notice. Owner/manager must provide documentation to support the claim that the tenant vacated without proper notice.
- The tenant was evicted from the unit for cause or non-payment of rent (no-cause evictions are not included). A copy of the eviction or lock-out notice must be provided.
- The tenant's housing assistance through RHA was terminated. No documentation required, RHA will substantiate this claim through a review of the file.
- The tenant caused damage to the unit in excess of their security deposit which was discovered after their move-out. A copy of the deposit accounting must be provided.

All requests must be received by RHA no later than 30 calendar days from the date the unit was vacated.

Owner/Manager Signature: _____ Date: _____

RHA Use Only	
Required Documentation Received: Y N	Approved: _____ Denied: _____
RHA Management Signature: _____	Date: _____



HOUSING CHOICE VOUCHER (HCV) MYTH-BUSTING AND BENEFITS FACT SHEET

MYTH-BUSTING FOR HCV LANDLORDS

“ Landlords can’t charge HCV participants the same rent as their non-HCV tenants. ”

FALSE- Landlords can charge the full rent no matter who the tenant is. The housing authority must determine that the proposed rent is reasonable and is not higher than units in that area with similar amenities.¹

“ HCV Voucher tenants are problem tenants. ”

FALSE- Actually, HCV tenants are typically long-term tenants, living in a unit for 7-8 years on average. There are no documented statistics showing that HCV participants are any more likely to damage units or not pay rent than are non-HCV tenants. Landlords use their own screening criteria and should screen HCV tenants as they would screen any other tenant to avoid problem tenants.²

“ It is almost impossible to evict a HCV tenant when they violate the lease. ”

FALSE- HCV tenants are bound by the terms of their rental agreements and are subject to eviction as is any non-HCV tenant.³

“ If you accept one HCV Program tenant, then all of your units must be rented to HCV Program tenants. ”

FALSE- Renting unit(s) to HCV tenants does not in itself further obligate you to rent to other HCV tenants. For each vacancy, you should follow your established policies for screening prospective tenants.

BENEFITS OF HOUSING CHOICE VOUCHER PROGRAM FOR LANDLORDS

- **You will get timely and dependable payments from the public housing authority (PHA).** Participating, compliant landlords will receive timely and dependable housing assistance payments (HAP) each month once the HAP contract and lease are signed.⁴
- **You will get your full rental payment.** When a HCV tenant's income permanently changes, the portion of rent paid by the PHA and the tenant is adjusted to reflect this change. This provides financial protection to landlords in that if a HCV tenant's income decreases, there is a process for the PHA to pay a larger portion of the rent to the landlord so the landlord continues to receive a full rental payment.⁵
- **You will receive regular inspections.** Some landlords appreciate the routine inspections because they provide an opportunity to check on the condition of the unit. This can result in identifying maintenance needs that may have otherwise gone unnoticed for some time. Landlords that own or manage properties across wide geographies in particular tend to appreciate the value in having a routine, objective inspection of their rental units.
- **You may request annual reasonable rent increases.** Compliant landlords may request a rent increase at the annual anniversary of the HAP contract by written notice to the PHA.⁶
- **You have the opportunity to help low-income elderly, disabled, and veteran households, as well as families with children by providing affordable housing.** More than 50 percent of vouchers serve elderly or non-elderly disabled families. About 45 percent of vouchers assist single-parent families.

Resources

¹ 24 CFR § Part 982.507

² 24 CFR § Part 982.307

³ 24 CFR § Part 982.310

⁴ **HAP: is the monthly assistance payment by a PHA, which is defined in 24 CFR 982.4 to include:**
(1) A payment to the owner for rent to the owner under the family's lease; and
(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The HAP contract is the housing assistance payments contract between the owner and the PHA (Also see: 24 CFR § Part 982.451)

⁵ 24 CFR § Part 982.505

⁶ 24 CFR § Part 983.302



NVHousingSearch.org
LEADS YOU HOME



List Properties for FREE

- FREE advertising for your properties.
- Go online or call a toll-free, bilingual call center for help adding and updating listings.
- Use free search tools to conduct market comparisons.
- Post multiple units quickly with user-friendly listing tools.
- View statistics on how often listings have been searched and viewed.
- Easily adjust the status of listings from “available” to “rented” and vice versa.
- Increase your advertising reach with an “online classifieds posting generator” that creates cut & paste versions of your listings.

Make Listings Stand Out

- Add photos and valuable details about amenities such as utilities, parking, appliances, and more.
- Describe neighborhood features such as schools, parks, and public transportation.
- List the distance of your property from shopping and other conveniences.

Register Today

- Visit **www.NVHousingSearch.org** or call 1.877.428.8844 (toll free) to sign up for a free account to list properties.
- Receive a username and password.
- Log on and begin listing.

NVHousingSearch.org Is...

- Funded by the Nevada Housing Division.
- Powered by Emphasys Software and supported by the nonprofit Socialserve.com® Call Center (voice & TTY, weekdays 6 a.m. to 5 p.m. Pacific Time).
- A centralized community resource for disaster housing recovery.
- A one-stop shop for housing and related resources.



- Quickly update vacancy information and add photos.
- Use “cloning tools” to add listings of different bedroom types at the same complex without re-entering information.



- Easily list important amenities and accessibility features.

Accessibility

- * Counter/Vanity**
 - Standard Height Counters and Vanity
 - Both Lowered With Min 27" High Knee Space
 - Only Kitchen Counter Lowered With Min 27" High Knee Space
 - Only Bathroom Vanity Lowered With Min 27" High Knee Space
- * Door/Faucet Handles**
 - Non-lever handles on Doors And Faucets
 - Lever Handles On Both Doors And Faucets
 - Lever Handles Only On doors
 - Lever Handles Only On Faucets

Parking and Entrance

Parking Type: Unknown

Parking in Front of Property Entrance: No

Allotted Parking Spaces: N/A / Unknown

Can More Spaces be Leased?: Unknown

Additional Parking Space Fee: per month (if No)

Parking Near Public Building [i.e. Clubhouse] Entrance: No

Parking Comment:

Appliances

- * Stove**
 - Electric Stove Included
 - Gas Stove Included
 - Electric Stove Hookup
 - Gas and Electric Hookups
 - None -- No Hookups

Kitchen Options

- Non-digital Kitchen Appliances [?]
- Front Controls on Stove/Cook-top [?]
- Stove Negotiable

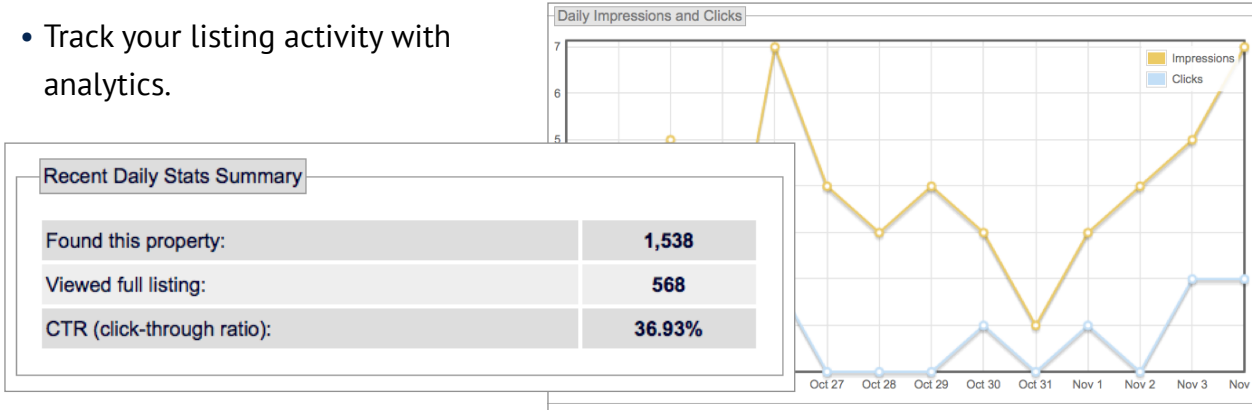
Bathroom Options

- [?]
- [?]

* Unit Entry

- Flat or no-step entry
- Ramped entry
- Ramp Can Be Provided -- No Cost
- Step(s)
- Ramp Can Be Provided -- Fee

- Track your listing activity with analytics.





Landlord Instructions

Prior to allowing your Housing Choice Voucher client to move into your unit, the following MUST take place to receive Section 8 Rental Assistance.

- Step 1. Complete the Request For Tenancy Approval (RFTA) form and Rent Reasonable Valuation form provided to you by your proposed tenant. These documents contain information for us about your unit, the utilities and the amount of rent you are requesting. Ensure you complete these documents correctly as it will affect our decision on your requested rent.
- Step 2. Give the completed documents with an unexecuted lease to the client to return to the Section 8 department. At this point the lease cannot be signed. The lease is between you and your prospective tenant and the Housing Authority is not a party to the lease, so there should be no references to the Housing Authority in the lease. By HUD regulation, the lease MUST contain the following:
- a. Date lease is expected to begin and end. ***Initial leases must be for a one year term.***
 - i. If this is a transfer client, the lease cannot begin before _____.
 - b. Complete address of unit.
 - c. Rent for the unit.
 - d. Utilities provided by owner that are included in the rent.
 - e. Utilities provided by the tenant that are not included in the rent.
 - f. Complete list of all persons who will reside in the unit.
 - g. Holdover clause (i.e., will the lease continue on a month to month basis after the one year period?).
- Step 3. After the Housing Authority receives the above information, we will:
- a. Schedule a Housing Quality Standards (HQS) inspection. All units under the Section 8 program must pass an initial inspection. If your unit fails inspection, we will provide you with a list of the items that must be corrected and schedule another inspection.
 - b. Conduct a rent reasonableness determination to see if the rent you are requesting for your unit is reasonable in comparison to other similar units in the immediate area. The RHA uses industry standard software to determine rent reasonableness based on HUD guidelines.
 - c. Determine if the unit will be affordable for the client. Affordability is different than determining if the rent is reasonable.
 - d. Validate your ownership of the property by checking the Washoe County Assessor's Website. If you are not the listed owner, additional information will be required.



Housing Authority of the City of Reno

Step 4. If the above steps are successfully completed, you will be notified what date the client may move into your unit with Section 8 rental assistance if an executed lease is provided to the Housing Authority which adheres to the un-executed lease already provided.

Only the Housing Authority Leasing Agent or a staff member acting in that capacity, Director of Rental Assistance, Deputy Executive Director or Executive Director are authorized to grant move in approval for the Housing Authority.

Step 5. To begin to receive payments from our Section 8 Rental Assistance Program, you MUST come to our office and meet with the Leasing Agent to sign your HAP contract.

If you are a new landlord to our program you will also need to provide a W9 form and a management agreement, if appropriate. Based on HUD regulations, the RHA has 60 days to execute a HAP contract with a landlord and begin paying HAP.

The tenant can only be charged for their portion of rent and is not responsible for paying any portion of rent determined to be the responsibility of the RHA. The tenant may not be evicted or charged late fees for non-payment of the RHA portion of rent.

Request for Tenancy Approval
Housing Choice Voucher Program

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

HUE Approval No. 2077-0155 (rev. 8/20/2002)

Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number.

Send this form to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1977 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a bond from the federal government. The information requested does not have a legal or confidentiality.

Voucher Expiration Date: 12-2-03

1. Name of Public Housing Agency (PHA)
Housing Authority of the City of Reno

2. Address of Unit (street address, apartment number, city, state and ZIP code)
2244 Greenbrae, #210, Sparks, NV 89431
NORRIS COURT 21002 Oddie Sullivan

3. Proposed Termination Date of lease (mo / day / yr)
11-1-03

4. No. of Bedrooms/Bathrooms
2/1

5. Year Constructed
1975

6. Monthly Rent
725

7. Security Deposit Amt
500.00

8. Date unit available for inspection
10-15-03

9. Type of House/Apartment

Single Family Detached
 Duplex or Two Family
 Attached House
 New House/Two House/Condo
 Low Rise CI-4 structure
 Other _____

10. If the unit is multi-unit, indicate type of building:

Section 202 Section 221 (D) (1) Section 226 (Required or non-Required)
 Section 228 (Rental Subsidy) Home Ten Credit
 Other: (Describe a public body, including any state or local authority)

11. Utilities and Appliances
The owner shall provide or pay for the utilities and appliances indicated below. The tenant shall provide or pay for the utilities and appliances indicated below by _____ (Under a separate contract, lease, or agreement that can be at least a standard appliance pricing plan for the owner)

Item	Energy/Fuel type				Provided by	Paid by
	Natural gas	Bottle gas	Oil or Electric	Coal or Other		
Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	T
Cooking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	T
Water Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	T
Other Electric					0	T
Water					0	0
Sanitary					0	0
Trash Collection					0	0
Air Conditioning					0	T
Refrigerator					0	0
Range/Appliance					0	0
Other (specify)						

12. Owner's Certifications

a. The program regulation requires the PHA to verify that the unit complies with the housing choice voucher program is not more than the last checked for other unlicensed comparable units. Please complete the following section for most recently leased comparable unlicensed units within the premises or elsewhere.

Address and unit number	Date Rented	Monthly Rent
<u>1877 E Ranch, 10</u>	<u>9-27-02</u>	<u>710</u>
<u>21855 E Ranch #65</u>	<u>6-10-03</u>	<u>750</u>
<u>2244 Greenbrae # 79</u>	<u>10-1-02</u>	<u>660</u>

c. Check one of the following:

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

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

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

13. The PHA has not assessed the family's behavior or solvency for tenancy. Such screening is the owner's own responsibility.

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the lease and unit will be approved.

16. The Housing Authority of the City of Reno is not responsible for any part of the rent prior to the execution of the Housing Assistance Payment (HAP) Contract.

Print or Type Name of Owner or Other party authorized to Execute the Lease: 88-55555

Signature: [Signature]

Print or Type Name of Family: Sterra Doe

Signature: [Signature]

Owner/Complex/Name: Sterra Woods

Owner/Complex/Address: 2244 Greenbrae Dr, Sparks, NV 89431

Phone: Address of Family (street address, apartment no., city, state, & ZIP code): 315 Jackson St, Sparks, NV 89409

Telephone Number: 759-359-6961 Date: 10-10-03 Telephone Number: 759-674-1313 Date: 10-10-03

PHA Clerk # _____ PHA Unit # _____ PHA Owner # _____

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

Lead Warning Statement

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

Landlord's Disclosure (initial)

_____ This property/unit was built after 1978, so the rest of this section does not apply.

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below)

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

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Landlord (check one below):

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

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgement (initial)

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

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

Housing Authority's Acknowledgement (initial)

_____ (e) Housing Authority has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of its responsibility to ensure compliance.

Certification of Accuracy

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

Landlord

Date

Tenant

Date

Housing Authority

Date

Tenant

Date



Housing Authority of the City of Reno

For landlord support or program questions:

Landlord Liaison | 775-329-3630 ext. 272 | landlords@renoha.org

For questions regarding the move-in process or leasing to an RHA client:

RHA Leasing Agent | 775-329-3630 ext. 229 | leasing@renoha.org

For questions regarding the inspections process or to request or schedule an inspection:

RHA Inspections Department | 775-329-3630 ext. 216 | inspections@renoha.org

For general program and participant questions:

On-Duty Housing Specialist | 775-329-3630 | section8@renoha.org

RHA RENTAL ASSISTANCE STRUCTURE TYPE DEFINITIONS

Single Family Detached – A single dwelling not attached to any other dwelling or structure (except its own garage or shed). A single-detached house has open space on all sides, and has no dwellings either above it or below it.

Mobile – A single dwelling, designed and constructed to be transported on its own chassis and capable of being moved to a new location. It may be placed temporarily on a foundation or may be covered by a skirt.

Semi-detached – One of two or more dwellings joined side by side (or occasionally side to back) to each other, but not attached to any other dwelling or structure (except its own garage). A semi-detached dwelling has no dwellings either above or below it.

Sub-categories of Semi-detached include:

Duplex – One of two dwellings joined side by side (or occasionally side to back or top to bottom). Both dwellings share the same foundation.

Triplex – One of three dwellings joined side by side (or occasionally side to back or top to bottom). All dwellings share the same foundation.

4-Plex - One of four dwellings joined side by side (or occasionally side to back or top to bottom). All dwellings share the same foundation.

Row House/Townhouse – One of three or more dwellings joined side by side and consisting of at least two stories. All dwellings share the same foundation and roof.

Apartment – A multi-family apartment building of one or more stories consisting of at least five or more units.

Sub-categories of apartment include:

Low Rise – A multi-family apartment building of one to five stories consisting of at least five or more units.

High Rise – A multi-family apartment building of more than five stories with an elevator.