



Miami Dade County Housing Choice Voucher Program

Property Owner Handbook

January 2015

miamidade.gov 



Dear Property Owner,

It is our pleasure to welcome you to the Miami-Dade Housing Choice Voucher (MDHCV) Program!

The county of Miami-Dade needs quality, safe, affordable housing. By collaborating with MDHCV program, you help fulfill this need. We thank you for your interest in learning more about our Housing Choice Voucher (HCV) Program and look forward to working with you to provide quality housing to families throughout Miami-Dade county.

We have created this Property Owner Handbook to assist you throughout your experience in the HCV Program. Inside you will learn about how the HCV Program works and how you will benefit from participating.

This handbook will also provide you information about MDHCV policies and procedures, renting your property, inspections, rent determination, utilities, terminations and more.

Thank you again for your interest in the HCV Program. We look forward to building a long and successful relationship with you!

Sincerely,

Miami-Dade County
Housing Choice Voucher Program



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Ethics — It's Everyone's Responsibility

Because taxpayers fund housing assistance programs like the Housing Choice Voucher (HCV) Program, just the appearance of fraud or corruption in the system could affect the public's confidence in the Program.

If the public does not trust in the HCV Program, the program could lose public funding. Therefore, it is imperative that everyone involved in the Program look out for fraud or corruption within the system.

MDHCV program has developed an ethics policy to fight fraud and corruption by preventing employees and sub-contractors from using or appearing to use their position for personal gain.

Some examples of staff actions prohibited by MDHCV program ethics policy include:

- Accepting gifts of any value at any time
- Charging an Applicant, Voucher Holder or Participant any fees for HCVP-related services
- Passing a unit that fails a Housing Quality Standards (HQS) inspection in exchange for any gift
- Owning or having a controlling interest in a property involved in the HCV Program

Important!

Side Payments are Strictly Forbidden

Collecting side payments from HCV program Participants is a serious offense and punishable under federal law. MDHCV instructs Participants to immediately report any instances of an Owner or Property Manager asking for a payment outside the agreed upon rent. A Participant or an Owner or Property Manager that pays or collects a side payment will be removed from the HCV Program.

Did you know?

The distribution or receipt of a side payment is a serious offense and punishable by federal law.

Program Overview

HUD

U.S. Department of Housing and Urban Development (HUD)

MDHCVP

Miami-Dade Housing Choice Voucher Program

HCV Program

Housing Choice Voucher Program

Applicant

An individual or family that has been selected from the waiting list and is going through the process to receive a voucher

Voucher Holder

An individual or family that has qualified for and received a voucher

Participants

Families who are living in a unit with rental assistance from Miami-Dade's HCV Program

What is the Housing Choice Voucher (HCV) Program?

Congress created the Housing Choice Voucher Program as part of the Housing and Community Development Act of 1974. The U.S. Department of Housing and Urban Development (HUD) funds the program and provides regulations and guidelines for the MDHCVP. The HCV Program provides rental assistance in the private market to eligible low-income families, the elderly and people with disabilities. The program provides improved living conditions for participants while making their rent affordable. A variety of housing opportunities are available for voucher holders including apartments, duplexes, single-family homes, townhouses and condominiums.

In order to qualify for a voucher, an Applicant must:

- Furnish Social Security numbers for household members
- Furnish evidence of citizenship/eligible immigrant status
- Meet the definition of a "family"
- Meet income requirements
- Pass a criminal background check

Responsibilities of Housing Choice Voucher Program Partners

Each HCV Program partner (HUD, MDHCVP, the Owner and the Participant) has different responsibilities. The following lists detail the obligations of each group:

U.S. Department of Housing and Urban Development

- Allocate Housing Choice Voucher Program funds to MDHCVP
- Develop policy, regulations, and other tools that explain the housing legislation
- Contract with housing agencies to administer the HCV Program
- Monitor compliance with program administration through reviews and audits

Miami Dade Housing Choice Voucher Program (MDHCVP)

- Manage operations and fiscal integrity in accordance with federal regulations
- Determine eligibility and conduct annual and interim re-examinations
- Terminate assistance to families who violate HCV Program rules
- Conduct Housing Quality Standards (HQS) inspections
- Determine and pay the Housing Assistance Payment (HAP) to the Owner
- Monitor Owners and Participants compliance with HCV Program

Owners

- Screen families for suitability as tenants and lease the unit
- Collect amounts due including rent, security deposit, late fees
- Comply with the terms of the HAP Contract, lease and Tenancy Addendum
- Permit inspections
- Pay for Owner-supplied utilities and supply Owner supplied appliances
- Make timely repairs to keep the property in good condition
- Manage lease including evictions for lease violations
- Comply with Fair Housing, landlord and tenant laws

Participants

Annual Recertification

An appointment that Participants attend every year to evaluate that they are receiving the correct subsidy. At the meeting, a housing specialists will get updated details about household income and family composition.

- Find a suitable housing unit
- Allow MDHCV and Owner to inspect the unit
- Pay rent and any family-supplied utilities
- Abide by the Statement of Family Obligations
- Report changes in income and household composition
- Keep the unit in good, safe, decent and sanitary condition
- Comply with HCV Program rules, regulations, lease and Tenancy Addendum
- Provide and maintain any appliances that the Owner does not supply

In addition, the contractual relationships between the parties are as outlined below:

- HUD and MDHCVP enter into a contract for the funding to administer the HCV
- MDHCVP and Owner enter into a Housing Assistance Payment (HAP) Contract to establish the subsidy arrangement
- The Owner and Voucher Holder enter into a lease

Owners

People who own units in the private market

Property Managers

People who manage the units in which Participants live

Housing Quality Standards (HQS)

Inspection HUD's standards for decent, safe and sanitary units

Housing Assistance Payment (HAP)

The rent portion paid by MDHCV on behalf of the program participants

MDHCV Contacts

Who do I contact if I have questions?

MDHCV Customer Call Center

Whenever you have a question, you can contact the Customer Call Center at **305-403-3222 (TTY: 800-955-8771)**. A call center specialist can give you the information you need quickly and efficiently.

The Customer Call Center is open Monday through Friday from 8:00 a.m. to 5:00 p.m. Our specialists work to give you the information you need as fast as they can.

If a call center specialist cannot answer your question(s), they will escalate your inquiry to a representative who can. At the conclusion of your call, the specialist will give you a reference or case number. Always remember to document your case number for future reference. Generally, if your inquiry cannot be resolved during your initial contact, MDHCV will resolve within two business days.

The Customer Call Center can provide you with information on the following:

- HAP payments
- Program administration
- Contract status
- Rent increase requests
- Participant re-examination status

For Inspections related inquiries you may contact the Inspections Call center at 305-434-7211 or by email at miamidade@hcvinspect.com.

Where do I go if I need to talk with someone in person?

Housing Choice Voucher Program Office

Participant and Owners may visit the HCV program office between the hours of 8:00am and 5:00pm for their service needs. Whether you need to pick up or drop off paperwork, sign your HAP Contract, attend a briefing or annual recertification appointment, you will do so in our office located at:

**Miami-Dade County
Housing Choice Voucher Program
7400 NW 19th St.
Miami, FL 33126**

Owner Steps for Participation

Attend an owner meeting — At our Owner meeting, you will find out about the Program rules, regulations and procedures. Meetings are held quarterly. For information on our upcoming sessions, contact our call center at 305-403-3222.

1. **List Your Property** — Property listings are free for participating Owners at www.gosection8.com.
2. **Screen Interested Participants** — A Voucher Holder who is interested in your property will contact you directly to view the available unit. If the Voucher Holder wants to rent the unit, you will need to screen them. MDHCV can provide you with contact information for the Voucher Holder's prior Owner or Property Manager for screening purposes. If you would like to rent to the Voucher Holder, you will complete and submit all the necessary documents in the Request for Tenancy Approval (RFTA) packet.
3. **Owner Screening for Eligibility** — MDHCV uses information collected in the RFTA packet to determine the eligibility of the Owner or Property Manager.
 - MDHCV verifies to ensure that the property's taxes are current
 - MDHCV verifies that a foreclosure has not been filed on the property
 - MDHCV verifies proof of ownership (Property Title, Warranty Deed, Deed of Trust, Settlement Statement or Quit Claim Deed)
 - MDHCV verifies that there is no Homestead exemption
 - MDHCV verifies that the entity is not on the HUD's debarred list
4. **Have Unit Inspected** — Three-to-five days after you submit the Request for Tenancy Approval packet, MDHCV will schedule an inspection.
5. **Await Rent Determination** — Once the unit passes inspection, MDHCV will review the requested rent to make sure it is reasonable for the area. MDHCV will evaluate the unit on items such as size, location, condition and nearby amenities in making the decision.
6. **Sign the Lease and HAP Contract** — The Owner will execute a lease with the Voucher Holder and a HAP Contract with MDHCV.
7. **Collect HAPs and Family-Paid Portion of the Rent** — The following month after signing the lease and HAP Contract, you will begin receiving payments. Owners will receive payments via direct deposit. Owners or Property Managers are responsible for collecting the Participant's portion of the rent.
8. **Manage Your Property** — Owners must manage and enforce their lease and follow all the rules and regulations of the HAP Contract including the Tenancy Addendum. Your unit will also need to undergo annual and possibly other periodic inspections. If you need to evict an HCV Program Participant, you must follow state and local law.

Participants also follow a process for taking part in the HCV Program. It is important that you, as an Owner, understand the steps necessary for Participants as well.

Participant Steps for Participation

1. **Apply and Interview** — if an Applicant is chosen from the waiting list, they will need to give MDHCV information including their income, the names of their family members, and Social Security numbers for those members, etc. as a part of the application process. If the Applicant is more than 18 years old, they will also need to pass a criminal background check.
2. **Attend Voucher briefing** — An Applicant must go to a voucher issuance briefing to receive their voucher. At the briefing, they will learn about the Family Obligations (rules of the Program), how to find a place to live, how to keep their unit in good condition, how to stay compliant on the Program, how to be a good neighbor, and other information.
3. **Use your Voucher** — MDHCV will give the Voucher Holder information to assist them in finding a unit, ultimately, they will choose their own place to live. During their search, they will have their voucher and a Request for Tenancy Approval packet.
4. **Await Inspection Results** — MDHCV will need to inspect the unit a Voucher Holder wants to rent before they can move in. The unit must meet MDHCV's and HUD's Housing Quality Standards (HQS). If it does, the Voucher Holder will move in. If it does not, the Owner will need to make repairs and the unit will need to undergo another inspection before the Voucher Holder can move in.
5. **Await Rent Decision** — The Owner will tell MDHCV the requested rent amount. MDHCV will conduct a rent reasonableness comparison to determine if the rent is reasonable. When a family selects a unit with a gross rent exceeding the payment standard, MDHCV must determine whether the family's share for that unit would exceed the maximum initial rent burden. The family share may not exceed 40 percent of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit.
6. **Sign the lease** — The Voucher Holder will sign a lease with the Owner. The lease is an agreement between the Voucher Holder (identified now as a Participant) and the Owner, the lease is not with MDHCV.
7. **Move in, Pay Rent and Utilities** — After the Participant and the Owner have turned in all required paperwork to MDHCV, the family may move in. Each month, they will pay their portion of the rent to the Owner, and MDHCV will pay the remaining amount.
8. **Be a Good Tenant** — To stay in the Program and continue receiving assistance from MDHCV, the Participant will need to abide by the Family Obligations, the lease and any additions to the lease. They will also need to take part in inspections and re-examinations as long as they participate in the Program.

Step 1 — List Your Property

Some things to consider when marketing your property include:

- Location
- Accessible transportation
- Stores for shopping
- Quality of schools

MDHCV suggests several resources to assist you in marketing your property:

- Newspapers
- HCV Program Offices
- Real estate agents
- Apartment guides
- “For Rent” signs
- Online at www.gosection8.com

www.gosection8.com FAQ

How do I list my properties on www.gosection8.com?

- Call toll free at 1-866-466-7328

How much does it cost?

Nothing, it's FREE!

Who is eligible to sign up?

Anyone who wants to advertise rental (and in some areas, for-sale) properties, whether you're a property provider, landlord, owner or large-scale property manager responsible for the properties listed.

Why would I want to sign up for this free service?

- You can advertise your properties in detail for FREE while helping your community keep track of housing inventory through this not-for-profit service.
- It's free to conduct detailed searches for housing on this service, helping ensure that your listing(s) will be viewed frequently by people who are serious about renting properties with the specific amenities you have listed.
- You control your listings. When a property rents or sells, you can mark it as “rented” immediately and avoid unwanted phone calls. When it comes available again, just log on and mark it as “available” again. Your information stays in the system and it costs nothing to maintain an account with www.Gosection8.com.
- We provide great, free tools to help manage your property inventory.
- You save your advertising dollars for more important things like replacing water heaters and screen doors.

How long does it take to get set up?

In most cases, the process takes less than five minutes. User-friendly tools and extended call center hours allow for easy access to account information to quickly add and update properties.

Expanding Housing Opportunities

Providing opportunities for low-income families to obtain rental housing outside areas of high poverty or high subsidy concentration is an important goal of the housing choice voucher program.

MDHCV provides information on other community areas to meet the goal to expand housing opportunities for families. Information can be found at <http://www.miamidade.gov/housing/housing-choice-voucher.asp> under the general information section.

Although the rent an Owner requests for a particular unit may reflect the market rate for a particular community, it may be beyond what MDHCV can approve.

Step 2 – Screen Interested Participants

Whether or not you use www.gosection8.com to list your property, a prospective tenant may come to you with a voucher in hand. You should use the same diligence in screening a potential HCV Program tenant as you would any other tenant. To begin the process, ask to see his or her voucher.

Review the Voucher

Check the expiration date to confirm that the voucher is still valid.

Verify the unit bedroom size approved for the family. This information is included on the voucher (see the detailed sample below).

SAMPLE VOUCHER:

Voucher Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 9/30/2012)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

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

Please read **entire** document before completing form.

Fill in all blanks below. Type or print clearly.

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

1. Housing Choice Voucher Program

Guidelines for Unit Size

MDHCV assigns one bedroom for the head of household and spouse or co-head and one additional bedroom for every two persons within the household. If the family requires a live-in aide, he/she and his/her family members will not be classified as family members to the head of household and do not have any rights to the voucher. In determining family unit size for a particular family, MDHCV may grant an exception to its established subsidy standards if MDHCV determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances;

The standards used to determine the number of bedrooms an HCV Program family is eligible for are in the table below.

Number of bedrooms	Minimum number of Persons in Household	Maximum number of Persons in Household	Maximum number of Persons with a living Room/Sleeping area*
0	1	1	1
1	1	2	4
2	2	4	6
3	3	6	8
4	6	8	10
5	8	10	12
6	10	12	14

**The living room/sleeping area will not be used when determining the number of bedrooms the family will receive on their voucher.*

A room used for sleeping must meet the following space requirements:

- If one person will occupy the room, 70 square feet of usable floor space is required
- If more than one person will occupy the room, a minimum of 50 square feet of floor space is required per person (i.e., a bedroom occupied by two people must have a minimum of 100 square feet of floor space)

Fair Housing

When a prospective tenant with a voucher contacts you, evaluate him or her as you would any other tenant. Owners must apply the same standards of tenant selection to an HCV Program family as they would to a tenant that doesn't receive rental assistance. In addition, it is illegal for Owners to evaluate a tenant based on factors such as race, color, age, religion, sex, familial status, disability, etc.

Make sure that you approve or deny potential tenants based on objective considerations such as payment history, whether or not they damaged their previous rental units and whether or not they disturbed their neighbors at previous units. Upon the Owner's request, MDHCV will provide you with the contact information for a Voucher Holder's current or previous Owner(s) that participated in the HCV Program.

It is important for Owners and Property Managers to understand the basic rights provided to tenants under Fair Housing laws. The premise is simple: everyone has the legal right to live anywhere he/she wants (and can afford) to live. Fair Housing laws apply to both individuals and families whether they are Voucher Holders or not.

The Federal Fair Housing Act prohibit discrimination based on the following:

- race
- religion
- national origin
- familial status
- gender/sex
- disability
- age

Local Miami Dade County, prohibits discrimination based on the following:

- race
- religion
- pregnancy
- ancestry
- disability
- sexual orientation
- source of income (voucher)
- color
- national origin
- age
- familial status
- marital status
- veterans status
- gender/sex

Fair Housing laws do not require Owners to rent to anyone that wants to rent one of their units. Owners have the right to screen applicants, based on legal guidelines and procedures. Some Owners require a prospective tenant to undergo a formal screening policy that may include:

- Checking credit history and references
- Conducting a criminal background check
- Reviewing previous rental history
- Filling out a thorough application form

Fair Housing laws require that Owners treat all applicants equally. For example, if an Owner conducts home visits as a part of their screening process, they must conduct home visits for every applicant. If the screening uncovers information that indicates that a prospective tenant may not pay the rent on time or that he/she may damage the property, then the Owner does not have to accept that tenant. On the other hand, if a prospective tenant meets the Owner's criteria, they must accept that tenant — regardless of whether or not they are a Voucher Holder.

Under the Fair Housing Act, it is against the law for Owners/Property Managers to:

- Refuse to rent housing to a qualified applicant
- Tell a prospective tenant that housing is not available when it is available
- Only show a prospective tenant apartments or homes in certain neighborhoods
- Advertise housing to preferred groups of people only
- Harass, coerce, intimidate or interfere with anyone exercising Fair Housing rights

Owners should require everyone who rents an apartment to fill out an application and undergo the application process. Some items that might be helpful during the screening process include asking for an application fee to process the application and credit check and having pet and security deposit policies available to review with tenants.

Did you know?

*To report housing discrimination or to learn more about Fair Housing laws,
contact HUD's Office of Fair Housing and Equal Opportunity at*

800-669-9777 Telephone

800-927-9275 TTY

Screening Potential Tenants

MDHCV does not screen families for their suitability as tenants — that is the responsibility of the Owner. In doing so, Owners may request the following information from prospective tenants:

- Personal identification
- Reference names and telephone numbers
- Employment information
- Contact information for previous Owner(s)
- Information needed for a credit check
- Request for Tenancy Approval packet and voucher

Owners usually prefer responsible tenants that display the following personal characteristics:

- Good rental history
- Stable income
- Good credit history
- Good references
- Good housekeeping

Below are some examples of questions a prospective tenant may ask you or your Property Manager:

- Are there any vacancies?
- How much is the rent?
- Are there any application, association, and condominium, pet or rental fees?
- How much is the security deposit?
- What utilities will I pay?
- Who is responsible for pest control?
- What is the procedure for requesting repairs?
- Is the unit equipped with a central air-conditioning unit?
- Am I responsible for providing my own stove and/or refrigerator?

Request for Tenancy approval (RFTA) Packet

Once the Owner has selected a Voucher Holder, the next step is to complete and submit the forms included in the Request for Tenancy Approval (RFTA) packet. Once MDHCV receives the completed RFTA packet, the move-in process can begin.

Important Note Regarding Changes to the Forms Included in the RFTA

It is both parties' responsibility to check the accuracy of the information submitted in the RFTA packet before signing them. If any changes are required, the Owner and Participant must both agree to the changes (including utility and appliance responsibilities). Changes to the RFTA packet can cause delays in leasing the unit so do your best to make sure you fill out all of the forms accurately.

Determining Contract Rent

The table below provides examples of several contract rents using the established Payment Standards and Utility Allowances.

The examples below are for a single-family home using air conditioning, electric for heating, cooking, and water heating in Miami-Dade County.

Note: If the Voucher Holder selects a unit larger than what their voucher indicates, MDHCV will use the Payment Standard and Utility Allowance amount for the unit size designated on the Voucher.

1 bedroom Unit Payment Standard \$835 Utility Allowance \$85 Max Rent \$750	3 bedroom Unit Payment Standard \$1440 Utility Allowance \$136 Max Rent \$1,304
2 bedroom Unit Payment Standard \$1,049 Utility Allowance \$109 Max Rent \$940	4 bedroom Unit Payment Standard \$1,682 Utility Allowance \$176 Max Rent \$1,506

Security Deposit

Many Owners require tenants to pay a security deposit. Below are some frequently asked questions:

What Is a Security Deposit and How Is It Used? An Owner or Property Manager may request the Voucher Holder to pay a security deposit upon lease signing. In the event of property damages caused by the tenant, the security deposit will pay for the repairs as well as any unpaid rent when the tenant moves out of the unit. If the security deposit does not cover the amount owed by the tenant, the Owner can file suit against the tenant to collect any additional money owed.

Is There a Limit on the Amount of a Security Deposit? No, as long as the amount is not more than what is being asked for in the private market. The tenant pays the security deposit before moving into the unit. Once the tenant moves out of the unit, the Owner will return the security deposit less any deductions for damage repairs or unpaid rent.

For What Types of Repairs Can an Owner Charge? It is important to conduct an inspection with the new tenant prior to them moving in. It may be helpful to make a list identifying the condition of items in the unit and take pictures. If needed, you can use the pictures or the list to prove damages did not exist prior to the tenant moving into the unit.

Can a Security Deposit Be Used to Pay for the Last Month's Rent? No, unless you specifically grant the tenant permission in the lease to apply the security deposit to the last month's rent.

What Will Happen If the Owner Sells the Building? Whether or not the Owner transferred any existing security deposits to the new Owner, the return of the security deposit becomes the obligation of the new Owner at the time of sale. If the Owner sells the building, they are responsible for notifying the tenant in writing of the new Owner's information including name, address, telephone number and the new address where the tenant should submit payment.

What Happens to the Security Deposit When a Tenant Moves Out? If you retain money from the tenant's security deposit to repair damages caused by the tenant, you must send the tenant a written list of the damages within 15 days of their move-out date. If you choose to include the estimated repair costs along with the list of damages, you must send the paid receipt for the repairs. Regardless of why you deduct an amount from the security deposit, you must return the remainder of the deposit within 30 days after the tenant moves out.

3 —Owner Eligibility Determination

Upon receipt of the Request for Tenancy Approval (RFTA) packet, MDHCV will review all Owners in the areas of property taxes and proof of ownership to determine eligibility for participation in the HCV Program.

Owner Ineligibility

Although it is rare, there are times when MDHCV cannot approve an Owner for various reasons such as:

- MDHCV has been notified by HUD that the Owner has been debarred, suspended or subject to a limited denial of participation by HUD
- The federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act or other equal opportunity requirements and such action is pending; or
- The Owner is the spouse, parent, child, grandparent, grandchild, sister or brother of any member of the Voucher Holder's family (unless approving the Owner's participation would provide a unit for a family member with disabilities who needs a reasonable accommodation)

In addition, MDHCV shall limit, deny or terminate participation of owners in any of the following circumstances:

- The Owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The Owner has engaged in any drug-related criminal activity, or any violent criminal activity
- The Owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based program, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The Owner has a current or prior history of refusing to evict housing choice voucher program or other assisted tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
 - Threatens the right to peaceful enjoyment of the premises by other residents;
 - Threatens the health or safety of residents, PHA employees, of owner employees;
 - Threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residences; or
 - Engages in drug-related criminal activity or violent criminal activity;
- The Owner has not paid local property real estate taxes, fines or assessments;
- The Owner has claimed homestead exemption on the assisted unit;
- The Owner is any member of the participant family, unless the PHCD determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- The Owner or a member of the owner's family is a County employee and has not obtained a waiver from the Miami-Dade Ethics Commission;
- The Owner has not paid in full all utility bills related to the tenancy of a Housing Choice Voucher family that are owner responsibility;
- The Owner has a history of being abusive towards the PHCD staff or program participants.

There are no appeal rights for the Agency's decision to disapprove owner participation.

Step 4 — Have Unit Inspected

New Move/Initial Inspection

Before a unit can participate in the HCV Program it must pass an initial inspection. This inspection ensures that all units have adequate living space for the family, are structurally sound, provide the necessary habitability systems (electricity, plumbing, heating, appliances, etc.) and present no conditions that endanger the family's health and safety. The following rules and regulations govern initial inspections:

- Federal health and safety standards known as Housing Quality Standards (HQS)

HQS addresses the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Sanitary condition
- Smoke detectors/carbon monoxide detector

MDHCV's HQS Self-Inspection Checklist and HUD's Form 52580-A, further outline the minimum standards in order to be leased under the HCV Program.

Did you know?



Owners can find out the date and time of their inspection by calling

305-434-7211

The initial inspection process begins when MDHCV receives the completed forms included in the Request for Tenancy Approval (RFTA) packet. Within three business days of receipt of a completed RFTA packet, the Inspections Department will contact the Owner by phone to schedule an inspection. If the owner cannot be reached on the first try, the Inspections Department will make call once per day for 3 (three) days to try to schedule the appointment. If the Owner has not scheduled the inspection after several attempts by the Inspections Department, MDHCV will cancel that RFTA and provide the Voucher Holder with new change of dwelling papers to look for housing. In addition, MDHCV will only conduct two inspections for an initial move-in. A final third attempt will be provided if owners make a request within 5 (five) business days of a final fail result. If a third inspection is not requested, and if the unit fails both inspections, MDHCV will cancel the RFTA and provide the Voucher Holder with new change of dwelling papers.

The Voucher Holder is usually not involved in the initial inspection process and only the Owner or their agent may schedule the appointment. Most Owners, however, remain in touch with the prospective tenant during the inspection process.

Inspection Results

Inspection results are mailed to all parties generally within 2 (two) business days after the inspection is performed. All results are available online at miamidade.hcvinspect.com.

Rent-Ready

The criteria outlined below provides you a general checklist to determine how “rent-ready” a unit is for the Housing Choice Voucher Program. It can also serve as a guide in preparing for an initial inspection (although there are other items not listed that may cause the unit to fail):

- All state and local codes must be followed
- All utilities must be on and operating safely
- Repairs, cleaning and punch-out work must be completed
- Roof, gutter, fascia boards, foundation and exterior walls must be structurally sound and weather tight
- Windows and exterior doors must function properly and be weather-tight and lockable
- Bathroom must have either a window that opens or a working ventilation system
- Stairs, porches and rails must be structurally sound
- If required, stairs must have handrails and porches must have guardrails
- Multi-unit buildings, with elevators, must be in working condition and have a current inspection certificate
- Each level of the dwelling unit has a working smoke detector installed within 15’ of area used for sleeping
- Units that have fossil fuel system, a carbon monoxide detector within 15 feet of the unit and sleeping areas
- For buildings with centralized gas-fired boiler heating units, a carbon monoxide detector must be installed
- Approved refuse disposal must be provided
- The site and interior of the unit must be free of garbage, debris and infestation
- Unit must be free of any Owner possessions—no storage of any kind is permitted
- The stove and refrigerator must function properly
- All interior walls, floors and ceilings must be safe, structurally sound and weather-tight
- All plumbing must be properly installed, leak-free and properly vented
- If the family includes children under the age of six, all interior/exterior painted surfaces must be free from peeling, chipping, scaling and loose paint
- There must be adequate functioning electrical outlets, switches and fixtures; all outlets in wet areas must have GFCI ground outlets (kitchen, bathroom, utility rooms, etc.)
- A gas water heater must be properly installed and operable, with a discharge pipe that sits no more than 6 inches above the floor

Step 5— Await Rent Determination

HUD requires all housing authorities to determine an appropriate rent amount for all properties either entering or returning to the HCV Program. The lowest rent calculation using these three factors below is the rent amount MDHCV can offer the Owner:

- Owner asking rent
- “Market rent” determined by a rent reasonableness survey
- Amount of rent the tenant can afford to pay (affordable tenant rent)

Owner Asking Rent

When completing the RFTA form, Owners indicate the amount of rent they are asking for the unit. MDHCV considers this the Owner’s “asking rent” when determining the approved rental rate.

Rent Reasonableness

After the unit is inspected, MDHCV performs a rent reasonableness survey to evaluate the data collected from the inspection along with other factors including unit age, location, condition, market area, structure type, amenities, tenant expenses for utilities and appliances. This study ultimately determines the rental amount supported by similar properties in the market and ensures that the approved rent is consistent with the private market.

Affordable Tenant Rent

MDHCV uses the Payment Standard (different from HUD published Fair Market Rents), and the prospective tenant’s income data to calculate the maximum rent a tenant can afford. This amount includes both housing and expenses for utilities and appliances.

Contract Rent

Contract rent is the amount of rent the Owner agrees to accept during the rent determination process. This rent includes MDHCV’s Housing Assistance Payment (HAP) and the tenant’s portion of the rent (if applicable).

Typically, within three days of the unit passing inspection, MDHCV will contact the Owner to offer the contract rent amount. If the Owner accepts the offer, the following steps can occur:

- MDHCV will prepare a HAP Contract for the Owner to sign at a prescheduled meeting

If the owner declines the rent offer or fails to respond, MDHCV will cancel the RFTA packet and issue a new RFTA to the voucher holder to look for another unit.

Payment Standard

MDHCV calculates the Payment Standard by applying an adjustment percentage to HUD's published Fair Market Rent.

Then, MDHCV uses the Payment Standard to determine the following:

- The maximum gross subsidy (rent plus utilities) MDHCV will pay for the unit
- The maximum contribution the tenant can afford to pay for the unit

The lesser of the voucher size and the unit size determines which Payment Standard to use. For example, if a prospective tenant with a 3-bedroom voucher submits an RFTA form for a 4-bedroom unit, MDHCV will use the 3-bedroom Payment Standard in the HAP and affordability calculations.

Bedroom Size	SRO	0	1	2	3	4	5	6
Fair Market Rent (FMR)	\$559	\$745	\$907	\$1,162	\$1,594	\$1,863	\$2,143	\$2,422
MDHCV Payment Standard (90-110% of FMR)	\$554	\$738	\$835	\$1,049	\$1,440	\$1,682	\$1,934	\$2,186

Amounts Effective November 1, 2014

Fair Market Rents and the Payment Standard may change annually.

Utility Allowance

The Utility Allowance, is the amount MDHCV estimates will need to be paid for utilities and any necessary appliances for a unit each month. MDHCV determines this amount by averaging the estimated monthly cost for each utility and appliance based on the following:

- Voucher size
- Type of unit — single family or multi-family (includes semi-detached/row house, duplex, townhouse, elevator/high-rise apartment and garden/walkup apartment)
- Type of fuel used to provide heat, hot water and cooking

The Utility Allowance may change annually.

The lesser of the voucher size and the unit size determines which Utility Allowance to use. For example, if a prospective tenant with a 3-bedroom voucher submits an RFTA form for a 4-bedroom unit, MDHCV will use the 3-bedroom Utility Allowance in the HAP and affordability calculations.

Total Tenant Payment (TTP)

The Total Tenant Payment is determined using the tenant's verified income data. This includes the tenant's portion of the rent and their expenses for utilities and appliances.

$$\text{Tenant's Portion of the Rent} + \text{Tenant's Expenses for Utilities and Appliances} = \text{Total Tenant Payment}$$

Housing Assistance Payment (HAP)

The Housing Assistance Payment is the rental subsidy MDHCV pays directly to the Owner. In some cases, the only payment the Owner will receive will be the HAP from MDHCV. In others, the Owner will receive the HAP from MDHCV as well as a portion of the rent directly from the tenant.

Step 6 — Sign the Lease and HAP Contract

After the Owner has selected an HCV Program family, the unit has passed inspection and MDHCV has determined the rent, the next step is to sign all legal and binding documents. These documents include the lease, Housing Assistance Payment (HAP) Contract and, included in the HAP Contract, the Tenancy Addendum.

Lease and Tenancy Addendum

The lease and Tenancy Addendum serve as a contract between the Owner and the Voucher Holder to establish the rights and responsibilities of both parties. The lease gives the family the right to occupy and use the interior and exterior of the unit for a specific period in accordance with the terms and conditions of the lease. The Owner's lease must include HUD's Tenancy Addendum and voids any other lease that the Owner may have executed with the family prior to the HAP Contract with MDHCV.

HAP Contract

The HAP Contract is between the Owner and MDHCV. There are two parts to this agreement. Please make sure to read and be familiar with all of the terms of this contract, paying close attention to the highlighted areas.

Determining the Move-in Date

After the unit passes inspection, MDHCV will contact the Owner and the Voucher Holder to establish a move-in date. The Owner will be scheduled to come to the MDHCV office to execute the HAP contract and lease.

In order to ensure prompt payment, both the Owner and Voucher Holder must fill out all required documents accurately and completely. Documentation must be signed and dated within 60 days of the effective date of the HAP Contract and lease or it is void and MDHCV cannot pay any HAP to the owner.

MDHCV prefers that the unit has passed inspection, the rent has been accepted and all contracts have been signed before the Owner allows the family to move in.

Note: If a tenant moves in before the unit passes inspection and before the contract signing, the tenant will be responsible for 100% of the contract rent until the unit passes the inspection and all documents are signed.

MDHCV will not pay any Housing Assistance Payment to the Owner until the HAP Contract has been executed. If the HAP Contract is executed after the effective date of the lease term but within 60 days of that date, MDHCV will pay Housing Assistance Payments to cover the portion of the lease term that occurred before execution of the HAP Contract (a maximum of 60 days).

Step 7 — Receive HAPs and Collect Family-Paid Portion of Rent

Congratulations! When your tenant moves in, you will begin to receive your HAP and any family-paid portion of the rent. You are now an official HCV Program Owner!

Direct Deposit

MDHCV makes all Housing Assistance Payments (HAP) via direct deposit. MDHCV provides all new participating Owners the direct deposit packet during the leasing process.

The following documents are required to initiate HAP direct deposit:

- Direct Deposit Authorization Form
- Voided Check or Bank Stamp on form
- IRS Form W-9 - Request for Taxpayer Identification Number and Certification

Note: Owners must notify MDHCV immediately of any changes to their bank account information. Failure to do so may result in no payment or a late payment.

HAP payments will continue so long as the unit passes inspection, the family completes recertification annually, and is qualified and eligible for continuation in the Housing Choice Voucher program or until the HAP contract or lease is terminated by the owner, the tenant, or the PHCD in accordance with federal regulations. If the HAP contract or lease is terminated, the assistance payment will terminate as follows:

1. If the tenant moves, the HAP will be paid through the last month the tenant occupies the unit as determined by MDHCV.
2. If the owner terminates the lease, the HAP payment will terminate when the tenant vacates the unit. MDHCV program must be given a copy of owner initiated notice of termination of lease.
3. If the owner plans to evict the tenant for violating the terms of the lease, such notice must be given to tenant with a copy to the MDHCV program prior to commencement of any eviction action. Such notice may not be simultaneous to eviction process.
4. If the MDHCV terminates the contract, payment will stop on the date indicated in the Notice.

Overpayment and Debts Owed to MDHCV

If an Owner received a HAP that was not due to them from MDHCV, future HAPs will be reduced by the amount owed until the debt is paid in full. If the Owner fails or refuses to repay the debt, they will disqualify themselves from participation in the HCV Program and MDHCV will pursue collection via legal means.

If the owner has no active HAP contracts, he/she will be responsible for making repayment to the MDHCV promptly upon request. As an accommodation to owners, MDHCV may enter into a repayment agreement over a reasonable period of time, not to exceed one year, to recover such payments. The payment terms and duration of these repayment agreements shall be determined at the sole discretion of MDHCV program, in accordance with fair credit practices, local laws and ordinances. MDHCV program reserves the right to place a lien on the property for any amounts owed after efforts to recoup funds are unsuccessful. MDHCV may deny any new Requests for Tenancy approvals until the payment is made by the owner.

Step 8 — Manage Your Property and Remain Compliant

Participant Annual Re-examinations

MDHCV uses household income and family composition to determine the family-paid portion of rent. MDHCV requires that a review or re-examination of these criteria take place annually.

If there are any changes in the Participant's eligibility or the family-paid portion of the rent, MDHCV will send written notification to the Owner.

Change of Ownership/HAP Payee

As a provision of the HAP Contract, the Owner may not assign the HAP Contract to a new Owner without the prior written consent of MDHCV. Therefore, Owners must notify MDHCV by submitting a change of Ownership or HAP Payee form.

Furthermore, when the Owner changes the Property Manager of a participating property, a change of Ownership or HAP Payee may also be required. If the Owner is ending a management agreement, there must be a letter included with the change of Ownership or Payee packet indicating the end of the agreement with the previous management company.

Change of Contact Information

Finally, the Owner must notify MDHCV in writing using a change of Address/E-mail/ Phone Number form when requesting to change the postal or e-mail address or phone number for any HCV Program-related correspondence including payment remittances, year-end 1099 tax forms and inspection letters. Failure to notify MDHCV properly of a new postal or e-mail address or phone number may result in missed inspections, non-compliance with new policy changes as well as potential delay in HAP payments.

Rent Increase Requests

MDHCV must process and approve any rent increase or changes in utility responsibilities for HCV Program Participants. Owners may request a rent increase to go into effect any time after the end of the initial lease term. Owners should submit requests for rent increases 60 days prior to the date they want the increase to go into effect. This allows MDHCV time to process the increase and, after the increase is approved, provide the tenant with the required 30-day notice of the increase.

The tenant, not MDHCV, is most likely responsible for paying any rent increases. As a result, a rent increase may price the unit out of the tenant's range.

MDHCV requires that the Owner provide written notification of the proposed new rent to the Participant and that both MDHCV and the Participant approve the increase. If the Participant does not wish to absorb the increased rent, they may request change of dwelling papers from MDHCV and give proper notice to the existing Owner of their intent to vacate the property.

Did you know?

For anyone involved in property management, an understanding of landlord/tenant law is critical. Owners must conform to an array of federal, state and local laws that govern everything from collection of the security deposit to the eviction process.

Know the Rules and Regulations of the Housing Choice Voucher Program

All Owners and Property Managers must abide by the rules and regulations of the Program. Therefore, it is important that you:

- Read and understand Housing Assistance Payment (HAP) Contract and the Tenancy Addendum
- Read all correspondence from MDHCV
- Use this Manual as resources for policies and procedures
- Familiarize yourself with the Participant's responsibilities to both you and MDHCV
- Keep abreast of Program rules and regulations by attending MDHCV Owner meetings

For more information about upcoming MDHCV Owner meetings, visit www.miamidade.gov

Participant Responsibilities to the Owner and MDHCV

For the length of the lease, which must be at least one year under the Housing Choice Voucher Program, the Participant is required to follow the terms and obligations of the lease they signed with the Owner. In addition, the Participant must:

- Provide notice, in writing, to both MDHCV (30 days) and the Owner (the length of time stated in the lease, usually 30 days) before moving out of the unit. Once MDHCV receives the Notice to Vacate, an Acknowledgement to Vacate Notice will be sent to the Owner indicating a move-out date
- Maintain the unit in the same (or better) condition it was in when they moved in as any damages beyond normal wear and tear may affect the security deposit
- Maintain the unit in the same (or better) condition it was in when they moved in as any damages beyond normal wear and tear may affect the security deposit.
- Make the unit available for an annual inspection by a MDHCV inspector.
- Meet with a MDHCV housing specialist, annually to re-examine income and family composition. At this time, MDHCV will recalculate their portion of the rent in case it has changed.
- Only move additional members into the household in accordance with MDHCV rules and regulations and with the Owner's approval.
- Pay their portion of the rent and any family-paid utilities on time.

MDHCV Statement of Understanding: Family Obligations

When the family's unit is approved and the HAP Contract is executed, the family must follow the rules listed below in order to continue participating in the Housing Choice Voucher Program.

The family (including each family member) must:

- 1. Supplying Required Information within the Specified Timeframe:** Failure to provide all information within the required timeframe as indicated in any communications from the Agency will result in waiver of issuance of the 30-day Notice of Rent Increase to both the client and the landlord.
 - a. The family must supply any information that MDHCV or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
 - b. The family must supply any information requested by MDHCV or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements. Increase in income must be reported within 10 days of occurrence.
 - c. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
 - d. Any information supplied by the family must be true and complete.
- 2. HQS Breach Caused by Family (not applicable to clients in the Homeownership Program):** The family is responsible for an HQS breach caused by the family.
- 3. Allowing PHA Inspection:** The family must allow MDHCV to inspect the unit at reasonable times and after reasonable notice.
- 4. Violation of Lease (not applicable to clients in the Homeownership Program):** The family may not commit any serious or repeated violation of the lease.
- 5. Family Notice of Move or Lease Termination:** The family must notify MDHCV and the owner before the family moves out of the unit, or terminates the lease on notice to the owner (clients in the homeownership program must notify MDHCV if they plan to move out of the home).
- 6. Owner Eviction Notice:** The family must promptly give MDHCV a copy of any owner eviction notice (notice of default on mortgage securing debt on a home for clients in the homeownership program).
- 7. Use and Occupancy of Unit:**
 - a. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 - b. The composition of the assisted family residing in the unit must be approved by MDHCV. The family must inform MDHCV of the birth, adoption or court-awarded custody of a child within 30 calendar days. The family must request MDHCV approval to add any other family member as an occupant of the unit. No other person but members of the assisted family may reside in the unit (except for a foster child or live-in aide approved by MDHCV).
 - c. The family must promptly notify MDHCV if any family member no longer resides in the unit.
 - d. If MDHCV has given approval, a foster child or a live-in aide may reside in the unit. MDHCV has the discretion to adopt reasonable policies concerning residence by a foster child or live-in aide, and defining when PHCD consent may be given or denied.
 - e. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
 - f. The family must not sublease or sublet the unit.
 - g. The family must not assign the lease or transfer the unit.
- 8. Absence from Unit:** The family must supply any information or certification requested by MDHCV to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with MDHCV for this purpose. The family must promptly notify MDHCV of absence from the unit.
- 9. Interest in Unit (not applicable to clients in the Homeownership Program):** The family must not own or have any interest in the unit.

10. Fraud and other Program Violation: The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

- a. **Crime by household members:** The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- b. **Alcohol abuse by household members:** The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- c. **Other housing assistance:** An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

The family (including each family member) must not:

PHA Denial or Termination of Assistance for Family:

1. Action or inaction by family.

- a. PHA may deny assistance for an applicant or terminate assistance for a participant under the programs because of the family's action or failure to act as described in this section or §982.553. The provisions of this section do not affect denial or termination of assistance for grounds other than action or failure to act by the family.
- b. Denial of assistance for an applicant may include any or all of the following: denying listing on the PHA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.
- c. Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.
- d. This section does not limit or affect exercise of the PHA rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

2. Requirement to deny admission or terminate assistance.

- a. For provisions on denial of admission and termination of assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents, see §982.553.
- b. The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
- c. The PHA must deny admission to the program for an applicant, or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information in accordance with part 5, subparts B and F of this title.
- d. The family must submit required evidence of citizenship or eligible immigration status. See part 5 of this title for a statement of circumstances in which the PHA must deny admission or terminate program assistance because a family member does not establish citizenship or eligible immigration status, and the applicable informal hearing procedures.
- e. The PHA must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.

3. Authority to deny admission or terminate assistance

- a. *Grounds for denial or termination of assistance.* The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:
- b. If the family violates any family obligations under the program (see §982.551, §982.633). See §982.553 concerning denial or termination of assistance for crime by family members.
- c. If any member of the family has been evicted from federally assisted housing in the last five years;

- d. If a PHA has ever terminated assistance under the program for any member of the family.
- e. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see also §982.553(a)(1));
- f. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- g. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- h. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.)
- i. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- j. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.'
- k. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
- l. If the family has been engaged in criminal activity or alcohol abuse as described in §982.553.
- m. If the family is in the homeownership program and defaults on the mortgage.

4. Terminating Assistance

- a. *Terminating assistance for drug criminals.*
 - i. The PHA *must* establish standards that allow the PHA to terminate assistance for a family under the program if the PHA determines that:
 - 1. Any household member is currently engaged in any illegal use of a drug; or
 - 2. A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - ii. The PHA must immediately terminate assistance for a family under the program if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 - iii. The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any family member has violated the family's obligation under §982.551 not to engage in any drug-related criminal activity.
- b. *Terminating assistance for other criminals.* The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any household member has violated the family's obligation under §982.551 not to engage in violent criminal activity.
- c. *Terminating assistance for alcohol abusers.* The PHA must establish standards that allow termination of assistance for a family if the PHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Property Inspections

HCV Program regulations require that any unit receiving a rental subsidy meets Housing Quality Standards (HQS) as governed by HUD, the MDHCV HCV Program Administrative Plan and local codes. Initial inspections are expected to pass with no more than two inspections conducted. First attempt failed inspections will be automatically re-inspected within 10 business days.

Information regarding inspection results is available at <https://miamidade.hcvinspect.com> the day following the inspection. Using the inspection Event ID to navigate the site, the Owner has access to the following information:

- Inspection type, date and results (pass or fail) for all inspections within the series
- List of outstanding deficiencies
- Scheduled type, date and time of any scheduled follow-up inspections

For Inspections related inquiries you may contact the Inspections Call center at 305-434-7211 or by email at miamidade@hcvinspect.com.

Abatement-Failed Inspections Deemed Responsibility of the Owner

In situations where it is determined that a unit's failure is the Owner's responsibility, MDHCV may abate (stop) the Housing Assistance Payment. The Owner will no longer receive a payment from MDHCV until a correction of the issues is complete and the unit passes inspection.

Situations where MDHCV will abate the Housing Assistance Payment include:

- Unit does not meet Housing Quality Standards
- Owner items fail on first inspection and the Owner cancels re-inspection
- MDHCV is unable to gain access for a scheduled re-inspection after a failed Annual, Complaint, Emergency or Quality Control inspection

The abatement goes into effect 31 calendar days after the first failed inspection. The unit will remain in abatement until the unit passes a re-inspection. The Owner is not entitled to receive HAPs for any period that the unit is in abatement nor will the Owner receive retroactive repayments for any HAP withheld during that time.

During the abatement, the tenant is still responsible for their portion of the rent. However, because the abatement is in accordance with the HAP Contract (the agreement between the Owner and MDHCV), the family is not liable for this unpaid portion of the rent and therefore, the Owner may not "recover" any abated HAP from the tenant. In addition, federal regulations prohibit using HAP abatement as grounds for evicting a tenant.

In addition to abatement and to encourage Owners to resolve inspection failures efficiently. If the Owner fails the initial inspection, they have 30 days to make repairs and have the unit re-inspected. If the Owner fails that first re-inspection, they must call to make the request before an inspector will inspect for a third time. For units remaining in abatement and where no compliance inspection has been requested, MDHCV will terminate the HAP Contract and issue a voucher to the family to move to a different unit.

Failed Inspections Due to Participant Violations

Inspections are not solely an Owner's responsibility. The Participant is responsible for permitting the inspection and exercising proper care while living in a unit subsidized by the HCV Program. Therefore, any damages to the unit that are not the result of normal wear and tear are the responsibility of the participating family.

The following list contains examples of Participant HQS Violations that may cause removal of the participating family from the HCV Program and ultimately result in the termination of the HAP Contract:

- Failure to pay utilities that are the family's responsibility in accordance with the lease and the HAP Contract
- Failure to provide and maintain family-supplied appliances
- Damages caused by the Participant and/or their guest(s) that are not repaired in a timely manner
- Cancellation of two consecutive scheduled inspections

- Participant does not allow inspector access to the unit to conduct an inspection
- Participant items fail on two consecutive inspections
- Participant items fail first inspection and then the Participant cancels the scheduled re-inspection

Types of Inspections

MDHCV's inspections department conducts the following types of inspections:

Initial Inspections

HUD requires the housing agency to conduct initial inspections to approve a unit for the family's participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.

Annual Inspection

HUD requires an inspection of all HCV Program participating units no later than 365 days after the previous full inspection. To allow for contingencies, MDHCV schedules all Annual Inspections approximately 60 days prior to the previous inspection's anniversary date. MDHCV provides notifications of upcoming inspections to both the Owner and the Participant via postal mail and automated voice phone calls. If a unit passes an inspection, no further action is necessary. If the unit fails an inspection, the Owner and/or Participant have 30 days to make the required repairs (24 hours for emergency items) and to pass re-inspection. Otherwise, MDHCV will abate the Housing Assistance Payment until the unit passes inspection. If the fail items are the fault of the participating family, MDHCV will send the Participant an Intent to Terminate Notice.

24 Hour Emergency Inspections

Serious deficiencies that threaten the health and safety of the participating family must be corrected within 24 hours. Upon discovery of an emergency deficiency during any type of inspection, the inspector will immediately notify the Owner and Participant of the situation either in person or by phone. MDHCV will then perform a re-inspection of these deficiencies on the next business day. If emergency deficiencies remain unresolved after the re-inspection, abatement of the HAP may occur (for deficiencies that are the responsibility of the Owner) or termination procedures may commence against the Participant (for deficiencies that are the responsibility of the Participant). Abatement or termination processes will proceed until the property passes inspection.

The following items are considered Emergency HQS Violations fails:

- A. No electricity
- B. No running water
- C. No gas if heat, hot water or range are powered by gas
- D. Natural gas leak or fumes from fuel burning appliances/equipment
- E. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)
- F. No operational sanitary facilities
- G. Any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard
- H. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen

Special Complaint Inspections

Complaint inspections are conducted to investigate complaints about HQS matters by tenants, owners, or the general public. HQS failures as a result of complaint inspections will be enforced by the MDHCV in the same manner as annual inspections

Quality Control Inspections

MDHCV performs Quality Control Inspections to measure the accuracy and consistency of the inspection process and provide data to identify inspection training needs. Quality Control Inspections usually occur within 30-60 days of the prior inspection. Timetables for repairing violations cited during a Quality Control Inspection depend upon the specific type of deficiency. If the deficiency threatens the health and safety of the participating family, it must be corrected within 24 hours. Otherwise, a new inspection series will be created and you will have an additional 30 days to cure.

Inspection Extensions

When a unit fails an Annual, Complaint or Quality Control Inspection, Owners typically have 30 days to correct the violation before their HAP is abated (exceptions include emergency deficiencies). However, there are instances in which MDHCV may grant an extension to make certain repairs. Inspection extensions must be made in writing to miamidade@hcvinspect.com. The Inspection Department may approve reasonable extensions to the time limitation for compliance on a case by case basis.

Weather-Related Extensions

Reasonable extensions to the time limitations for compliance established in this section may be granted by MDHCV Inspections department in extenuating circumstances. Requests for such extensions must be submitted in writing prior to the MDHCV re-inspection compliance date and supported by documentation. Examples of extenuating circumstances may include but are not limited to the following:

- Inclement weather
- Verification of unavailability of necessary parts or
- Emergency situations such as a natural disaster

In the event that the violation(s) is/are caused by a natural disaster, extensions to the compliance inspection date may be granted. In order to approve such an extension, MDHCV may request evidence of insurance claims, estimates for repair or other related documents.

If MDHCV grants an extension, abatement will not occur as long as all other repairs are completed. MDHCV then notifies the Owner of the extension allowance and their re-inspection date. If the HQS violation is still present at the re-inspection, then abatement of the HAP will occur on the day after the failed re-inspection.

MDHCV will respond in writing with either an approval or denial of the extension request within five business days. If denied, the Owner has 30 days from the date that the inspection occurred to correct the problem or MDHCV will abate the HAP.

Lead-Based Paint

The primary cause of childhood lead poisoning is the ingestion of deteriorated lead-based paint. Because the U.S. banned lead-based paint in 1978, this hazard is restricted to older homes. Children under the age of six are particularly susceptible to the potential neurological problems caused by lead poisoning because their nervous system is still developing. In addition, they tend to crawl and play on the floor where paint chips and dust collect and they have a habit of putting things in their mouths. Lead poisoning can cause severe learning disabilities, hearing loss, brain and nerve damage and even death.

To help protect these children, if a building meets all of the following conditions, MDHCV will perform a visual paint assessment for lead-based paint during the HQS inspection process if:

- Property was built before 1978
- Property will be occupied by a child under the age of six (6) or pregnant woman

Any paint deterioration (cracking, chipping, chalking or peeling) requires action, but substantial paint deterioration may require a lead clearance exam performed by a certified laboratory. In order to provide lead-safe environments for their tenants, concerned Owners should address any significant peeling paint issues as soon as discovered or regularly re-paint to seal surfaces and trap any lead-based paint that may be present.

Move-Out Process

Participant Initiates Move-Out Process

In instances where a Participant wants to move from their current unit to another unit with continued assistance from MDHCV, they may do so if they meet the following criteria:

- The Participant has lived in their unit for at least 12 months (not in the initial lease term)
- The Participant has provided a minimum of 30 days written notice to both MDHCV and the Owner
- The Participant is in compliance with their lease with the Owner and the HCV Program rules and regulations
- The Participant is not subject to an eviction action by an Owner
- The Participant has not been issued an Intent to Terminate Notice
- The Participant has submitted a Notice to Vacate or written communication advising MDHCV and Owner of the move-out date

In certain situations, MDHCV may grant a move-out request that does not meet all of the above listed criteria. Such exceptions include the following:

- To protect the health or safety of the Participant (in cases of domestic violence or uninhabitable property)
- Building/unit foreclosure
- Emergencies caused by fire, flood, etc.
- Reasonable accommodation for persons with disabilities

Note: MDHCV will not make any Housing Assistance Payments to the Owner for any month after the month the family moves out.

Owner Terminates Lease

If an Owner wishes to terminate the lease, MDHCV will permit it as long as the following are both true:

- The lease will terminate at either the end of the initial 12 month lease period or at the conclusion of a renewal lease period
- The Owner has provided a 30-day notice, in writing, to both the Participant and MDHCV advising of the move-out date

Grounds for lease or HAP Contract Termination

HUD Requirements for Termination

The importance of being a responsible tenant as a HCV Program Participant is outlined in the Statement of Family Obligations. The lease and Tenancy Addendum also inform the Participant that they are accountable for their own actions. There are circumstances where HUD rules and regulations require MDHCV to terminate a Participant from the HCV Program. Examples include when the Participant:

- Commits any serious or repeated violations of the lease
- Damages the unit or the premises
- Fails to maintain their utilities or appliances
- Is no longer eligible for program assistance

The following list includes additional reasons why MDHCV may deny or terminate a Participant from the HCV Program. In these instances, MDHCV will mail an Intent to Terminate Notice outlining the violation(s) and giving them the right to an Informal Hearing:

- The Participant has failed to comply with any of the Statement of Family Obligations
- A household member is subject to a lifetime registration under a state Sex Offender registration program
- Participant has breached the terms of a repayment agreement with MDHCV or another Housing Authority
- A family member has engaged or threatened violent or abusive behavior toward MDHCV personnel or agents
- The Participant has failed to undergo a re-examination or submit required documentation
- The Participant failed to supply proof of citizenship
- A family member has engaged in criminal activity including but not limited to drug and alcohol abuse

- A family member is convicted or has a previous conviction for manufacturing/producing methamphetamine
- A household member has interfered with other people's right to the peaceful enjoyment of the neighborhood
- A family member has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- MDHCV pays zero HAP for six consecutive months because the Participant's income increased (in this situation, the HAP Contract automatically terminates)
- The Participant no longer requires Program assistance

In situations where MDHCV terminates a participant's assistance, both the lease and the HAP contract terminates.

Grounds for Participant to Terminate Lease

During the initial term of the lease, the Participant may only terminate the lease when approved by MDHCV in an effort to protect the health or safety of the family (in situations involving domestic violence, sexual violence and witness protection). If a Participant decides to terminate the lease after the initial term, they are required to give the Owner notice as outlined in the lease. Breaking the lease at any point without giving sufficient notice may jeopardize the Participant's status in the Housing Choice Voucher Program.

Grounds for Owner to Terminate Lease

The Owner may only terminate tenancy in accordance with the lease, Tenancy Addendum and the HAP Contract. During the initial term of the lease or during any renewal term, the Owner may only terminate the tenancy for the following reasons:

- Serious or repeated violation of the lease
- Criminal activity or alcohol abuse
- Violation of federal, state and local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises
- Other good cause (such as disturbing the neighbors, damaging the property or poor housekeeping habits that cause damage to the unit or premises)

After the initial term of the lease, the Owner may terminate the lease for any of the causes listed below (as outlined in the HAP Contract):

- The Owner's desire to use the unit for personal use or for a purpose other than use as a residential unit
- Tenant failure to accept the offer of a new lease or revision (Note: The Owner or Property Manager must present this offer at least 60 days prior to the proposed beginning date of the new lease)
- A business or economic reason for termination of tenancy (such as the sale of the property, renovation of the unit or desire to rent at a higher rate)

HAP Contract Termination

MDHCV may terminate the HAP Contract if any of the following occur:

- Lease is terminated for any reason
- Unit fails to meet HQS requirements
- Participant moves out for any reason
- Participant pays entire contract rent for 180 days
- MDHCV determines that the unit does not provide adequate space due to a change in family composition
- Participant is terminated from the HCV Program
- The death of a single member household (including single member households with a live-in aide)
- Owner is not in compliance with the provisions of the HAP Contract
- Owner cancels two consecutive scheduled inspections

MDHCV's Involvement in Lease Termination or Eviction

MDHCV does not initiate, approve or otherwise direct the termination of any lease or eviction of any Participant. All such actions are the responsibility of the Owner. Please note that there is no distinction between Housing Choice Voucher Program Participants and private rental tenants concerning evictions.

Should either the Owner or Participant terminate the lease, MDHCV requires a copy of such termination as outlined in the HAP Contract and MDHCV Statement of Family Obligations. The Owner is also required to provide MDHCV with a copy of any eviction notice(s).

Building/Unit Foreclosure

Any notification of foreclosure of a unit received by MDHCV shall be maintained in the tenant file. A change of dwelling voucher shall be given to the family at the discretion of MDHCV. Preliminary notice of foreclosure action does not necessitate that the family move. If a property is foreclosed during the term of the lease, the new owner cannot require the tenant to vacate the property prior to the effective date of transfer of ownership. However, the tenancy can be terminated as of the effective date of transfer if the owner:

1. Will occupy the unit as a primary resident; and
2. Has provided the tenant a 90-day notice to vacate.

Otherwise, the new owner shall assume the same lease and HAP contract that was effective between the prior owner, tenant, and MDHCV.

TENANTS LEGAL RIGHTS

1. If there is a foreclosure suit already on file naming your Owner, they must disclose this to you before you sign a lease.
2. Your Owner must notify you in writing within seven days of having a foreclosure complaint served.
3. If your Owner fails to notify you of the foreclosure, you may terminate your lease. However, MDHCV recommends that you seek legal advice before doing so.
4. Even if a foreclosure is on file, your lease is still valid.
5. Before a bank can file an eviction case against you, the bank must serve you a written notice informing you that you have at least 90 days after the date your lease ends to leave the unit. Only after the 90 days expires may the bank file an eviction case against you.
6. The bank may try to evict you in one of two ways:
 - a. The bank may file a "supplemental petition" in the foreclosure case.
 - b. The bank may file a separate eviction case. If the bank decides to file a separate eviction case, it must serve you with 90 days' notice (in addition to the other notice mentioned above) that it intends to file an eviction case against you.
7. If eviction is due to a building foreclosure, the court should seal your eviction record.
8. The law prohibits any threat or attempt by the bank to lock you out of your unit.

TENANT RESPONSIBILITIES

1. Maintain good records, including copies of your lease, proof of security deposit and rent payments, including rent receipts.
2. Pay the rent on time with a money order or check and document all attempts to make payments.
3. Be alert for warning signs that the building may be in foreclosure – utility shut-offs, Owner or Property Manager not collecting rent or unknown persons inspecting the property.
4. Keep identification and proof of your tenancy handy in the event the Sheriff comes to your door looking to evict the Owner.
5. Seek legal assistance or advice to understand your rights.

Informal Hearings

Participants have the right to appeal some decisions made by MDHCV through the request of an Informal Hearing. An Owner may be asked to provide information about a Participant in relation to preparations for such a hearing or may be asked to attend.

A Participant may request an Informal Hearing for the following:

- MDHCV's decision to deny or terminate a Participant's assistance
- Changes in Total Tenant Payment, family-paid portion of the rent, Payment Standard or Utility Allowance
- A change in unit or subsidy size
- MDHCV's decision to delay, terminate or deny assistance because of ineligible immigration status

A Participant may not request an Informal Hearing for the following:

- A determination that a unit does not comply with Housing Quality Standards
- A need for an extension to search for housing
- An explanation on how MDHCV creates the Utility Allowance schedule
- A general policy or class grievance
- MDHCV's decision to use or not use any remedy against the Owner under the Owner's contract with MDHCV

Additional Resources and Forms

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MDHCV Special Programs

Family Self-Sufficiency (FSS) Program

MDHCV's Family Self-Sufficiency (FSS) Program assists HCV Program Participants in obtaining or advancing employment opportunities and building financial assets. FSS is a HUD program that allows participants to build financial assets as their household income increases from employment. Participation generally lasts five years during which participants identify educational, professional and personal goals.

Hundreds of MDHCV families have graduated from the FSS Program. FSS graduates have used the money accrued during the Program to make down payments on homes, purchase cars, pay off debt, and start businesses and more.

Homeownership Program

MDHCV's Homeownership Program provides HCV Program Participants the opportunity to purchase a home using the voucher subsidy. The goal of the program is to provide homeownership opportunities, along with counseling, self-sufficiency, training and support, to ensure the success of the homebuyer. MDHCV pays a portion of the mortgage for up to 15 years (if 20+ year mortgage) and a maximum of 10 years in all other cases. If a family qualifies as elderly or disabled, there is no time limit by which the family may receive such assistance.

Persons with Disabilities

Federal law provides people with disabilities the right to request reasonable accommodations and reasonable modifications from Owners. These rights enable persons with disabilities to take full advantage of the same housing opportunities as everyone else.

Reasonable Accommodations

Reasonable accommodations are slight adjustments in procedure or policy that allow a person with a disability equal opportunity to fully enjoy the benefits of the Program. Examples of reasonable accommodations include:

- Allowing a person to submit forms by mail instead of in person
- Providing documents in large print, Braille or audio format
- Providing sign language services
- Approving an additional bedroom in a unit for a live-in aide
- Giving an Applicant, Voucher Holder or Participant additional time to turn in documents or complete a re-examination

Reasonable Modifications

Reasonable modifications are physical changes in a dwelling unit that enable a person with a disability to live in and fully enjoy the premises. Examples of reasonable modifications include:

- Flashing door bells and/or fire alarms for a person with a hearing disability
- Modifications to accommodate a wheelchair
- Ramps
- Exterior and interior motorized lifts
- Protective wall plastic to prevent wheelchair damage

The law requires Owners to allow for reasonable modifications if:

- The Tenant pays for the modification.
- Doing so does not fundamentally alter the nature of the Owner's goals or business purposes for the unit.
- It does not cause undue administrative burden. Some Owners will allow modifications based on a verbal request; others may ask that the request be in writing along with documentation supporting the need.

Even if an Owner allows the Participant to make modifications, the Owner has the following rights:

- The Owner is not required to bear the cost of the modification.
- The Owner can require the Participant to cover the cost of the approved modification(s).
- The Owner has the right to approve work being performed and to assure that it is done in accordance with all necessary building and architectural codes.
- The Owner may require that the Participant leave the unit in a condition acceptable to someone who does not need modifications. For example, if the Participant removes a cabinet below the bathroom sink to accommodate a wheelchair, the Owner can require them to replace it when they move out. However, structural changes in the unit or building that do not affect the usability of the premises for the next tenant do not have to be returned to original condition. For example, if a Participant widens a doorway to accommodate a wheelchair, the Owner could not require them to restore the doorway since it does not affect future usability.

It is important to note that Owners do not have to approve every request for reasonable modifications or accommodations. Owners may deny requests which:

- Impose undue financial burden
- Fundamentally alter their basic operation or the nature of services provided
- Violate the terms of their contract or lease agreement

Translation and Interpreter Services

Participants with disabilities and those who have limited English proficiency can request translation and interpreter services (including sign language) for MDHCV-related business. MDHCV documents can be made available in other languages as well as in alternative formats such as Braille or large print. To request translation and interpreter services, contact the MDHCV Customer Call Center at 305-403-3222.

Victims of Domestic Violence

Victims of domestic and sexual violence often find their housing rights jeopardized or terminated because of the actions of the abuser. For example, when a husband physically assaults his wife, it often creates noise and commotion, frequently disturbing neighbors. Some Owners have even used such acts of violence to either deny the victim housing or evict the victim from their home. It is important for you, an Owner, to be aware of the law that protects the housing rights of victims of such violence. This law is called the Violence Against Women Act (VAWA).

VAWA is a federal law that protects victims (both men and women) of domestic violence, dating violence and stalking who apply for or live in private housing with a voucher. The law covers both the head of household and immediate family members living in the household. Under this law, an Owner cannot:

- Deny housing to individuals solely because they are victims of domestic violence
- Evict or terminate individuals solely because they are victims of domestic violence

However, an Owner can evict or terminate housing of the perpetrator of the violence.

Victims of domestic abuse or violence who wish to seek protection under the law must provide documentation to MDHCV and the Owner. Acceptable types of documentation include:

- A completed and signed HUD Form-50066 or written statement, certifying that the tenant is a victim of such abuse or violence and naming the perpetrator
- A police or court record documenting the actual or threatened abuse
- Documentation signed by a person who has assisted the tenant in addressing domestic violence, sexual violence, dating violence or stalking or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional.

**CERTIFICATION OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0249
Exp. (07/31/2017)

Purpose of Form: The Violence Against Women Reauthorization Act of 2013 ("VAWA") protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Use of Form: This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as "Victim") has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

Confidentiality: All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL
ASSAULT, OR STALKING:**

Date Written Request Received by Victim: _____

Name of Victim: _____

Names of Other Family Members Listed on the Lease: _____

Name of the Perpetrator*: _____

***Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

Perpetrator's Relationship to Victim: _____

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Occurred:** _____

Location of Incident(s): _____

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature _____ Executed on (Date) _____

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Inspection Checklist Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both 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.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Date of Last Inspection (mm/dd/yyyy)	PIA
A. General Information			
Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate)	
Full Address (Including Street, City, County, State, Zip)		<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other	
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			
B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	

Inspection Checklist					
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

Previous editions are obsolete

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form HUD-52580 (3/2001)
ref Handbook 7420.8

* 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; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
	2. Kitchen					
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
	3. Bathroom					
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

Page 2 of 7

form HUD-52580 (3/2001)
ref Handbook 7420.8

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="text"/> <input type="text"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear <input type="text"/> Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="text"/> <input type="text"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear <input type="text"/> Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="text"/> <input type="text"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear <input type="text"/> Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					

Previous editions are obsolete

Page 3 of 7

form HUD-52580 (5/2001)
ref Handbook 7420.8

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="text"/> <input type="text"/> (Circle One) <input type="text"/> (Circle One) <input type="text"/> Floor Level					
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="text"/> <input type="text"/> (Circle One) <input type="text"/> (Circle One) <input type="text"/> Floor Level					
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
	5. All Secondary Rooms (Rooms not used for living)					
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Clear All Form Fields

Item No.	8. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Ralls, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				<input type="checkbox"/> Not Applicable	

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.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Checklist any positive features found in relation to the unit.

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove 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 counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove 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 shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. 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 or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (Insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐

E. Inspection Summary/Comments (Optional)			
Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."			
Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
Type of Inspection	Initial <input type="checkbox"/>	Special <input type="checkbox"/>	Reinspection <input type="checkbox"/>
Item Number	Reason for "Fail" or "Pass with Comments" Rating		
Continued on additional page <input type="checkbox"/> Yes <input type="checkbox"/> No			
Previous editions are obsolete			
Page 7 of 7			
Form HUD-52580 (5/2001) ref Handbook 7420.8			

Lease Resources

Request for Tenancy Approval (RTA) HUD Form-52517 Page 1 of 3

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (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 benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
9. Type of House/Apartment					
<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
10. If this unit is subsidized, indicate type of subsidy					
<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(B)MIR <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development					
<input type="checkbox"/> Home <input type="checkbox"/> Tax Credit					
<input type="checkbox"/> Other (Describe Other Subsidy, including Any State or Local Subsidy)					

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

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

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 screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

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

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

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



Public Housing and Community Development
Miami-Dade Housing Choice Voucher Program
P.O. Box 821780
Miami, FL 33152-3750
TDD/TTY Florida Relay Service
1-800-955-8771 or Dial 711
Customer Service Number: 305-405-5222/ Fax: 786-356-5893
Stăruiește asupra acestui formular, înainte de 305-405-3222
Si wăzător informații de formă sau a țării 305-405-3222

For Office Use Only (MARK IN RED)

Entity ID: _____ Voucher Size: _____
Max. Shopping Range: _____ Voucher Issuance: _____
Voucher Expiration: _____

RTA Addendum

1. Is a condo association letter required? ☐ YES ☐ NO
2. 13 digit property Folio # _____
3. Is the Unit Handicap accessible? ☐ YES ☐ NO
4. Number of Bathrooms: _____
5. Telephone # to call to schedule inspection (_____) _____
6. Telephone # to call to enter unit day of inspection and/or gate code if applicable (_____) _____
7. Number of children under the age of six (6) who reside in the household? _____

8. Please select all that are applicable to your unit.

Parking: ☐ Assigned ☐ Unassigned ☐ Carport ☐ Garage

Exterior: ☐ Balcony ☐ Deck ☐ Patio ☐ Porch ☐ Driveway ☐ Street ☐ None

Amenities: ☐ Garbage Disposal ☐ Dishwasher ☐ Cable ☐ Pool ☐ Pest Control ☐ Security System ☐ Lawn Care ☐ Ceiling Fans
☐ Washer/Dryer Hookups ☐ Washer/Dryer in Unit ☐ Washer/Dryer in Complex ☐ Microwave (In addition to Range)
☐ Fenced Yard ☐ Gated Community ☐ Window/Wall A/C ☐ Central AC

Additional Type of House/Apartment: ☐ Single Room Occupancy ☐ Independent Group Resident (Assisted Living Facility)

Option 1: The expense of a washer/dryer and cable can be included in the proposed rent at the time of RTA submission so long as 1) It does not exceed the maximum shopping range and 2) is within the rent range approved by the survey. If these two criteria are met the washer and dryer will be considered an amenity for rent reasonableness purposes. If the inclusion of the washer/dryer and/or cable fee causes the unit to exceed the affordability threshold for the tenant and/or the rent range approved by the survey the owner must exercise option 2.

Option 2: The owner can offer an HCVP tenant the choice of a washer/dryer and/or cable via an addendum to the lease agreement. The addendum can require the tenant to pay a fee in addition to rent so long as the addendum is worded as such. In other words, the wording of the addendum cannot refer to the washer/dryer and/or cable fee as rent. For this option, the washer/dryer and cable fee will not be considered an amenity for rent reasonableness purposes.

Owner/Landlord and Tenant acknowledge that:

- The information above is true and accurate
- Falsifying information may result in program termination for both parties

Print Name of Tenant

Print Name of Owner/Landlord

Tenant Signature

Owner/Landlord Signature

Date

Date

Tenant E-Mail

Owner/Landlord E-Mail



Request for Tenancy Approval (RFTA) Timeline



Carlos A. Gimenez, Mayor
www.miamidade.gov

Public Housing and Community Development
 Miami-Dade Housing Choice Voucher Program
 P.O. Box 521750
 Miami, FL 33152-1750
 TDD/TTY Florida Relay Service
 1-800-955-8771 or Dial 711
 Customer Service Number: 305-403-3222 / Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222
 Si u necesitas asistencia al fón o a la tangría tele 305-403-3222

REQUEST FOR TENANCY APPROVAL TIMELINE RFTA APPROVAL PROCESS

STEP	PROCESS	TIMELINE (In business days)
Step 1	RFTA Review (Intake Department) <ul style="list-style-type: none"> Review RFTA and accompanying documents for completeness The Owner will be contacted if documents are incomplete or missing; additional time may be required.** If a child in the household has elevated blood levels from lead poisoning, this process will take approximately 5 additional days. 	From MDHCV receipt of RFTA: 6 days
Step 2	Inspections <ul style="list-style-type: none"> Inspections department contacts Owner to schedule inspection. MDHCV will make no more than 3 attempts to contact the Owner before voiding the RFTA. It is the Owner's responsibility to have the unit ready and to have a representative available for the inspection. Utilities must be operable and Owner supplied appliances must be in place and operable. If the first inspection fails or the unit is not ready, this process will repeat within 10 business days. No more than 2 failed inspections will be allowed before the RFTA is voided. The Inspection Department will issue written notification to the Tenant and Owner regarding the outcome of the inspection. 	From MDHCV contact to Owner: 12 days
Step 3	Rent Reasonableness <ul style="list-style-type: none"> Once the unit has passed inspections, a Rent Reasonableness survey will be completed to determine if the proposed rent is acceptable. If the proposed rent is more than the market will bear or more than the tenant can afford, MDHCV will contact the Owner to negotiate a lower rent. If the Owner does not accept a reduced rent amount, the RFTA will be voided. Written notification of the outcome of the survey will be mailed to the Owner via the "Contract Rent Decision Notification" 	From date of passed inspection 6 days
Step 4	HAP Execution (Intake Department) <ul style="list-style-type: none"> MDHCV staff will contact the Owner to schedule an appointment to execute the HAP contract and obtain an executed lease agreement. Authorization to Move-In will be issued once MDHCV has received all documents required to execute the HAP contract. 	From date of MDHCV contact to Owner for Rent Reasonableness 3 days
HAP payments may begin as early as 15 business days from HAP contract execution.		

MDPHCD values the privacy of the Owners who participate in the Program, and understands that you may not want to send personal identification documents with the client. You may submit your ID, proof of SSN/TIN, W-9, and Direct Deposit form separately from the RFTA documents. In this case, please identify in writing which client you are submitting documents for. All documentation MUST be received before the inspection can be scheduled. If the documents are not submitted within 10 days of receipt of the RFTA, the RFTA will be voided.





Carlos A. Gimenez, Mayor
www.miamidade.gov

Public Housing and Community Development
 Miami-Dade Housing Choice Voucher Program

P.O. Box 521750

Miami, FL 33152-1750

TTD/TTY Florida Relay Service

1-800-655-8771 or Dial 711

Customer Service Number: 305-403-3222 / Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222
 Si u beeces asistans ak fóm sa a, tanpítele 305-403-3222

REQUEST FOR TENANCY APPROVAL INSTRUCTIONS

When the voucher holder has located a unit during the term of the housing voucher, a Request for Tenancy Approval (RFTA) package must be submitted to the Miami-Dade Housing Choice Voucher Program and must contain the following:

REQUIRED DOCUMENTS		INSTRUCTIONS
<input type="checkbox"/>	Request for Tenancy Approval	<ul style="list-style-type: none"> Original RFTA document, completed by the Owner or Representative Every field completed accurately, including utilities If an area requires correction, a new form is required The use of white out on this form will cause it to be cancelled/voided Signed and dated by the Owner or Representative
<input type="checkbox"/>	The Disclosure of Information Regarding Lead-Based Paint and/or Lead Based Paint Hazards.	<ul style="list-style-type: none"> Completely filled out Initialed, signed and dated by the Owner or Representative Initialed, signed and dated by the Tenant Information must match page 2 of the RFTA (15c)
<input type="checkbox"/>	Landlord Certification of Responsibility	<ul style="list-style-type: none"> Each item has been Initialed Complete either 16A or 16B, but not both The form has been signed and dated by the Owner or Representative
<input type="checkbox"/>	The Miami-Dade County Affidavits (Affidavits of Disclosure)	<ul style="list-style-type: none"> Completely filled out Each item Initialed Signed and dated by the Owner and Managing Agent/Company, if applicable Notarized
<input type="checkbox"/>	Proof of Ownership	<ul style="list-style-type: none"> Tax bill or other document indicating the folio number for the Miami-Dade County property rolls Valid deed if not current on the tax rolls Ownerships by trusts and corporations shall conform to Internal Revenue Service and the State of Florida requirements If the RFTA indicates a Management Agent, a corresponding Management Agreement must be submitted. If clarification of ownership is required, MDHCV may request appropriate documentation and may verify such ownership with other Miami-Dade County Agencies and the County Attorney's Office.
<input type="checkbox"/>	An unexecuted lease and Tenancy Addendum	<ul style="list-style-type: none"> In conformance with state and local statutes Includes a proposed lease start date A copy of the Tenancy Addendum has been provided for your information. This is a required document and may not be changed or altered. * Use of attached model lease is recommended. If a different lease is used, this lease must contain a breakdown of utilities distribution.
<input type="checkbox"/>	Condominium, co-op, or homeowner association approval letter	<ul style="list-style-type: none"> To be provided if applicable
<input type="checkbox"/>	W-9	<ul style="list-style-type: none"> Completely filled out Signed and dated by the Owner or Representative Information matches page 2 of the RFTA ("Person or business that pays income taxes on income received from this property") A W-9 shall be completed for every ownership entity with a different tax identification number and for every contract.
<input type="checkbox"/>	Owners or Representative Identification (Legible copies of these documents will be sufficient.)	<ul style="list-style-type: none"> Driver's License OR State Issued Identification AND Proof of SSN or TIN for entity receiving tax liability (1099)
<input type="checkbox"/>	Owner Consent Form	<ul style="list-style-type: none"> To be provided if applicable
<input type="checkbox"/>	Authorization Agreement for Direct Deposit	<ul style="list-style-type: none"> Completed Voided check attached If using a savings account, documentation from Bank is required. Unnecessary if you already receive Direct Deposit from MDHCV

Notice to Owners: It is a requirement for taxes to be current on the property in order to have the RFTA approved. We will deny all RFTA requests for properties for which taxes are owed to the Miami-Dade County Tax Collector. In addition, the RFTA will also be denied for any properties under homestead exemption, except for duplexes if the owner resides in one of the units. In the case of duplexes, homestead exemption may only apply to 50% of the property.

RFTA packet must be dropped off to: Miami-Dade Housing Choice Voucher Program / Attn: RFTA Processing
 7400 Corporate Center Drive, Bay H, Miami, FL 33126 Monday - Friday 8:30 am - 4:30pm



Housing Assistance Payments Contract (HAP Contract)

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(Rev. 10/15/2016)

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins). See section by section instructions. Part B
Body of contract
Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

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

Section 4: Household Members

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

Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6: Initial Rent to Owner

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

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract Part
- C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$

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

7. Initial Housing Assistance Payment

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

Previous editions are obsolete.

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ref Handbook 7420.8

8. Utilities and Appliances

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

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

Signatures:

Public Housing Agency

Print or Type Name of PHA
 SIGNATURE
 Signature
 Print or Type Name and Title of Signatory
 Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner
 SIGNATURE
 Signature
 Print or Type Name and Title of Signatory
 Date (mm/dd/yyyy)

Mail Payments to:

Name
 Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with 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.

Previous editions are obsolete

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ref Handbook 7420.8

- (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.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

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

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance 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. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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**

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form HUD-52541 (5/2009)
ref Handbook 7420.8

- (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.
 - 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).
 - (5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
 - (6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

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

17. Definitions

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

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

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

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

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program.

HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to 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.

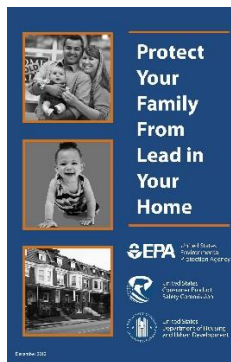
Lead Based Paint Disclosure Rule

Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, to protect families from exposure to lead from paint, dust, and soil. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

What is required?

Before ratification of a contract for housing sale or lease, sellers and landlords must:

- Give an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family from Lead in Your Home" pamphlet, currently available in other languages).
- Disclose any known information concerning lead-based paint or lead-based paint hazards. The seller or landlord must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- Provide any records and reports on lead-based paint and/or lead-based paint hazards which are available to the seller or landlord (for multi-unit buildings, this requirement includes records and reports concerning common areas and other units, when such information was obtained as a result of a building-wide evaluation).
- Include an attachment to the **contract** or **lease** (or language inserted in the lease itself) which includes a Lead Warning Statement and confirms that the seller or landlord has complied with all notification requirements. This attachment is to be provided in the same language used in the rest of the contract. Sellers or landlords, and agents, as well as homebuyers or tenants, must sign and date the attachment.
- Sellers must provide homebuyers a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.



"Protect Your Family from Lead in Your Home" pamphlet

Types of Housing Covered?

Most private housing, public housing, federally owned housing, and housing receiving Federal assistance are affected by this rule.

Effective Dates

The regulations became effective on September 6, 1996 for transactions involving owners of more than 4 residential dwellings and on December 6, 1996 for transactions involving owners of 1 to 4 residential dwellings.

Recordkeeping

Sellers and lessors must retain a copy of the disclosures for no less than three years from the date of sale or the date the leasing period begins.

What Can You Do?

If you did not receive the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form when you bought or leased pre-1978 housing, contact **1-800-424-LEAD** (5323).



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www.miamidade.gov

Public Housing and Community Development
 Miami-Dade Housing Choice Voucher Program

P.O. Box 521750

Miami, FL 33152-1750

TTD/TTY Florida Relay Service

1-800-955-8771 or Dial 711

Customer Service Number: 305-403-3222 / Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222

Si le necesitas asistencia al fón o a través de 305-403-3222

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

This document is used to ascertain as to whether or not the Lessor or Lessee have knowledge of a Lead-Based paint Hazard.

TENANT AND LANDLORD MUST SIGN THIS FORM

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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (Initial and check the spaces below that apply (a AND b))

 (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)

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

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

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

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

Lessee's Acknowledgement

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

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

Agent's Acknowledgement

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

Certification of Accuracy

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

Lessor _____ **Date** _____ **Lessor** _____ **Date** _____

Lessee _____ **Date** _____ **Lessee** _____ **Date** _____

Agent _____ **Date** _____ **Agent** _____ **Date** _____

Address of Assisted Unit _____

City: _____ **State:** _____ **Zip:** _____





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REQUEST FOR RENT INCREASE / DECREASE

1. TO BE COMPLETED BY PROPERTY OWNER (PLEASE PRINT OR TYPE)

Tenant's Name _____
 Rental unit address _____ Unit # _____
 City _____ State _____ Zip Code _____
 Phone # _____ MDHCV Client # (if known) _____
 Owner's Name _____ TIN or SSN _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone # _____ Fax # _____
 Cell _____ Email _____ Vendor # _____

I am hereby requesting (a) rent increase or (b) decrease on the above rental unit based on the following justification. (In the space below highlight any improvements made to the property, added amenities, etc. Please provide requested overall unit characteristics and amenities below. Do not list maintenance items caused by regular wear and tear.)

(Please check one of the following) ☐ Rent Increase ☐ Rent Decrease

HAP Contract Anniversary Date _____ Current Rent _____ Requested Rent _____ Proposed Effective Date _____

GENERAL UNIT INFORMATION

No. Bedrooms _____ No. Bathrooms _____ Full ☐ 1/2 Unit Size _____ square feet

BUILDING TYPE Check here if Condo ☐

☐ Single Family Detached ☐ Duplex/Triplex/Fourplex ☐ Rowhouse/Townhouse ☐ Manufactured ☐ High Rise

☐ Low Rise (including garden/walkup) ☐ Single Room Occupancy ☐ Independent Group Residence

AMENITIES AND SERVICES INCLUDED IN RENT

<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Stove	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Pool
<input type="checkbox"/> Pest Control	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Lawn Care	<input type="checkbox"/> W/D Hookups
<input type="checkbox"/> Washer/Dryer in Unit	<input type="checkbox"/> Washer/Dryer in Complex	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Microwave
<input type="checkbox"/> Gated Community	<input type="checkbox"/> Central Air	<input type="checkbox"/> Window/Wall A/C Unit	
<input type="checkbox"/> <u>Heat Source</u>			
<input type="checkbox"/> Central Air	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Window/Wall	<input type="checkbox"/> Space

1. The cost of amenities can be included in the requested rent amount. These amenities will be taken into consideration for making the rent determination. The tenant cannot be charged a separate fee for these amenities if they are included in the rent. The tenant should not enter into any additional agreement for these amenities. If the rent determination shows that the tenant does not have enough income to support the rent plus amenities, the rent request will be denied.
2. Tenants can choose to pay for an amenity on their own so long as the cost of the amenity is not part of the rent. Any agreement signed by the tenant for amenities must have the same termination date as the lease and cannot state that the fee is considered additional rent. This agreement must be disclosed to the HCV program. The HCV program does not assume responsibility for failure of tenant to comply with any provision of the amenities agreement. Tenant is advised to carefully consider the burden of an additional expense before entering into an agreement.

PARKING

- ☐ _____ Car Carport ☐ Assigned ☐ _____ Car Garage ☐ Street ☐ Unassigned ☐ None
- ☐ Driveway ☐ Open ☐ Covered

EXTERIOR

- ☐ Balcony ☐ Patio ☐ Deck ☐ Porch

UNIT QUALITY

- ☐ A. Newly constructed or completely renovated
- ☐ B. Well maintained and/or partially renovated
- ☐ C. Adequate, but some repairs may be needed soon

To the best of my knowledge the information above is correct.

Owner's Signature

Date

2. TO BE COMPLETED BY TENANT

I understand that due to the above rent increase/decrease requested by the owner, my rent may be adjusted higher or lower. This is in addition to other adjustments due to changes in income and/or family composition reported at my annual recertification.

Tenant's Signature

Date

3. IMPORTANT NOTICE

- Owners should review the area rental market prior to requesting an adjustment to the contract rent. The rent reasonableness analysis to be conducted by MDHCV may yield results equal, higher, or lower than the current contract rent.
- MDHCV may limit and/or deny rent increase requests due to funding availability or restrictions.
- Request for rent increases must be requested at least 60 days before the anniversary of the lease for the new rent to be effective on the anniversary date. A late request will be processed, but will be effective on the first of the month 60 days subsequent to the request date, and will not be applied retroactively.
- MDHCV may require Owners of multi-unit rental projects to provide a rent roll.
- MDHCV shall not grant a rent increase unless the Owner has complied with obligations under the HAP contract, including compliance with the HQS for all contract units.

MDC-0034 Request for Rent Increase/Decrease

2 of 2

60 Day Notice

Head of Household Name: _____ Date: _____

Client Number: _____

Owner Name: _____

Owner Contact Information: _____

Unit Address: _____

Street Address

City

State

Zip

To: (Landlord/Owner Name)

I, _____, am writing this letter to inform you of my intent to move from your

Head of Household Name

unit within the next 60 days. Let this serve as my 60 days notification.

Name of Head of Household

Signature of Head of Household

Date



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Public Housing and Community Development
Miami-Dade Housing Choice Voucher Program

P.O. Box 521750
Miami, FL 33152-1750

TTD/TTY Florida Relay Service
1-800-955-8771 or Dial 771

Customer Service Number: 305-403-3222/ Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222
Si w bezwien asistans ak form sa a, tanpri rele 305-403-3222

HAP CONTRACT FINAL TERMINATION NOTICE- Owner

[Redacted]

[Redacted]

Dear [Redacted]

Please be advised that the Miami-Dade Housing Choice Voucher (MDHCV) Program will terminate your Housing Assistance Payment (HAP) Contract effective [Redacted] for the property located at [Redacted].

Please note the following reason(s) for this decision:

- ☐ Participant termination (violation of Family Obligation(s))
- ☐ Participant transferred to another unit
- ☐ Housing Quality Standards (HQS) violation(s)
- ☐ Other

[Redacted]

As provided in Part C, paragraph 9 of the HAP Contract and paragraph 9 of the United States Department of Housing and Urban Development Tenancy Addendum, if the HAP contract terminates for any reason the lease terminates automatically. The last HAP you are entitled to is for the month of [Redacted].

If you have any questions, please contact (305) 403-3222 between 8:00AM and 5:00PM, Monday through Friday.

MDC-0019 HAP Contract Final Termination Notice





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The Violence Against Women Act (VAWA) protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. If you are a victim or threatened victim of domestic violence, dating violence, or stalking, you have certain protections under the VAWA, which applies to men, women and children. Below is a list of agencies that may be able to provide assistance to you or your family member.

24-Hour Hotlines	
Police Emergency	9-1-1
The Children's Trust Helpline	2-1-1
Florida Coalition Against Domestic Violence	1-800-500-1119
Florida Council Against Sexual Violence	1-888-936-7273
Child, Elderly and Disabled Hotline	1-800-962-2873
TDD users: Florida Relay Services	1-800-955-8771
Domestic / Sexual Violence	
Safespace North	305-738-2546
Safespace South	305-247-4249
The Lodge	305-693-1170
Rape Treatment Center	305-585-5185
Switchboard of Miami	305-358-4357
State Attorney's Office: Victim Assistance Network (VAN)	1-800-398-2808 or 305-273-4357
Victim Assistance Agencies	
Miami-Dade County Coordinated Victims Assistance Center (CVAC)	305-285-3900
Victim Assistance Program	305-285-3915
Women's Shelter of Hope	305-888-5001
M.U.J.E.R.	305-247-1388
Jewish Domestic Abuse Program	305-576-1818
Kristi House (Children)	305-547-6800
The Journey Institute	305-443-1123
Attorney General's Office of Victim Info Crimes Comp	1-800-226-6667
Other Services	
Lucha (FIAC)	305-573-1106
Legal Aid Society of Greater Miami	305-579-5733
Legal Services of Greater Miami, Inc.	305-576-0080
Miami-Dade County Government Information Center	3-1-1

MDC-0015 Intent to Terminate Notice





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**AMENDMENT TO LEASE AGREEMENT AND HOUSING ASSISTANCE PAYMENTS CONTRACT DUE TO OWNER'S
TRANSFER OF INTEREST**

The following must be provided for the purchaser:

- Proof of Ownership
- Miami-Dade County Affidavit (attached)
- Proof of Social Security Number (SSN) or Tax Identification Number (TIN)

The following must be provided for the purchaser or the purchaser's agent, unless an existing HCV vendor:

- Change of Agent/HAP Payee Form, if applicable (available at miamidade.gov/housing)
- IRS Form W9 (attached)
- Copy of a government-issued ID
- Completed Direct Deposit Authorization form (attached)

Please submit all documents to the address listed above.

Tenant's Name _____ HAP Contract # _____ Entity ID # _____

Unit Address _____ NEW Owner's Name _____

A transfer of interest by sale was completed for the above captioned property on _____
20____. Said sale transferred the legal ownership of the property from _____
(Seller), to _____ (Purchaser).

The Purchaser, by his/her signature below acknowledges and accepts all the obligations, terms and conditions
of the Section 8 Housing Assistance Payments Contract between _____ (Seller)
and Miami-Dade Housing Choice Voucher Program, and the Section 8 lease agreement between
_____ (Seller) and _____
(Lessee/tenant), for the remaining term of the contract and lease agreement. The Lessee, by his/her signature
below, likewise acknowledges and accepts the same.



Purchaser and Lessee mutually acknowledge that his/her amendment to the signatory aspect of the Section 8 agreements is the sole amendment to the agreements and all other terms and conditions in these agreements remains in effect.

The Purchaser further warrants his legal capacity to execute this agreement as owner.

(Owner Name) Social Security # or TAX ID # _____

(Business Address) Property Folio # _____

Telephone # _____

City State Zip Fax # _____ Email _____

BY: _____
(Owner Signature) (Date) (Lessee Signature) (Date)

MDHCV Office Use Only

PHA: Miami-Dade Housing Choice Voucher Program

By: _____
(MDHCV Staff Signature) (Date)

Attached: _____ Proof of Ownership; _____ Miami-Dade County Affidavit; _____ SSN/TIN; _____ IRS Form W-9; ; _____ Gov't-Issued ID; _____ Direct Deposit Authorization, including voided check; _____ Change of Agent/HAP Payee (if applicable)

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES	
	Males	Females
White		
Black		
Hispanic		
Asian/Pacific Islander		
Native American/Alaskan Native		
Other		
Total Number of Employees		

Total Employees

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION
(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the Miami-Dade County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public –
State of: _____

State

County of _____

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____.

by _____ He or she is personally known to me ☐ Or has produced identification ☐

Type of Identification Produced _____

Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal
(When applicable)

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.												
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)													
	Business name/disregarded entity name, if different from above													
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate													
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership)													
	<input type="checkbox"/> Other (see instructions)													
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)												
City, state, and ZIP code														
List account number(s) here (optional)														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.														
		Social security number <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> </table>												
		Employer identification number <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> </table>												
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.														
Sign Here	Signature of U.S. person	Date												
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.														
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.														
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.														

Cat. No. 10291X

Form W-9 (Rev. 12-2011)

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name" sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous Backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(v)(A))	The grantor ⁵
For this type of account:	Give name and SSN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁶
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(v)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

⁵ Note: Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.



Carlos A. Gimenez, Mayor
www.miamidade.gov

**Public Housing and Community Development
 Miami-Dade Housing Choice Voucher Program**

P.O. Box 521750

Miami, FL 33152-1750

TTD/TTY Florida Relay Service

1-800-955-8771 or Dial 771

Customer Service Number: 305-403-3222/ Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222

Si w bezwen asistans ak fòm sa a, tanpri rele 305-403-3222

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

I (we) hereby authorize the Miami-Dade Public Housing Agency to initiate credit entries to my (our) account in the financial institution named below and authorize the financial institution to credit the same to my (our) account.

This authorization is to remain in effect unless revoked by the vendor in writing to the Miami-Dade Public Housing Agency. Account changes must be reported to the Miami-Dade Public Housing Agency thirty (30) days prior to the actual change.

Please complete the following information and attach a voided check.

SECTION 1 – (To be completed by vendor)

TYPE OF TRANSACTION (check one): ☐ ADD (new) ☐ CHANGE ☐ DELETE

SECTION 8 LANDLORD? YES ☐ NO ☐ VENDOR NAME: _____

FEDERAL TAX ID OR SOCIAL SECURITY NUMBER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

PAYEE PRINTED NAME: _____ PAYEE SIGNATURE: _____

CO-PAYEE PRINTED NAME: _____ CO-PAYEE SIGNATURE: _____

SECTION 2 – (To be completed by financial institution)

DIRECT DEPOSIT TO BE MADE TO

FINANCIAL INSTITUTION NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE NUMBER: _____

TYPE OF ACCOUNT: CHECKING ☐ SAVINGS ☐

BANK ROUTING NUMBER (The first nine digits prior to the account number in the bottom left corner of the check.)

Please note: some banks have different routing numbers for ACH or Direct Deposits

BANK ACCOUNT NUMBER: _____ BANK STAMP: _____

BANK OFFICIAL (Please Print Legibly) _____ DATE: _____

SECTION 3 – (To be completed by MDPHA Finance Division's Accounting Staff)

DATE RECEIVED: ____/____/____ ACH BANK CODE: _____

VENDOR NUMBER: _____ ACH PROCESSED: ____/____/____

CASH MANAGEMENT APPROVAL BY: _____ SIGNATURE: _____

DISBURSEMENT OFFICER APPROVAL BY: _____ SIGNATURE: _____

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT WILL ONLY BE ACCEPTED VIA DOCUMENT DROP OFF OR POSTAL MAIL. NO FAXED OR ELECTRONICALLY MAILED AGREEMENTS WILL BE ACCEPTED.

MDC-0043 Authorization Agreement for Direct Deposit



Change of Ownership/Management Forms (Direct Deposit Guide)

DIRECT DEPOSIT AUTHORIZATION Attach Voided Check or Savings Account Deposit Slip

The diagram illustrates the required documents for direct deposit authorization. It shows a voided check from 'AnyBank, Inc.' and a 'DEPOSIT TICKET' from 'The Company NAME'. Arrows indicate that the check number, routing and transit number, and checking account number from the check, along with the bank routing number, checking account number, and check number from the deposit slip, are used to populate the 'D' field in the authorization form.

Check Details:

- AnyBank, Inc. a member of AnyBank One-AnyWhere Bank ANYWHERE USA
- The Company NAME INCORPORATED
- No. 02468900
- DATE: 01-19-96
- AMOUNT: ***** 642.00
- PAY TO THE ORDER OF: NAVE
- Address: State Zip
- William B. Wigglesworth
- ⑆02468905⑆ ⑆031100209⑆ 38726566⑆

Deposit Ticket Details:

- John Q. Smith 99999
- 55 Maple Street 555-1234
- Hometown, NY 55009
- 19
- PAY TO THE ORDER OF: \$
- VOID
- DOLLARS
- FOR:
- ⑆23456789⑆ ⑆09876543210123⑆ 99999
- Bank Routing Number Checking Account Number Check Number

DEPOSIT TICKET

First/Last Name
Address
City, State Zip

DATE

CASH

CHECK

CHECKS OR TOTAL FROM OTHER SIDE

TOTAL

SUB TOTAL

LESS CASH

First Bank of You

⑆0150 ⑆3034 ⑆0015075100 ⑆ 909

Please Note: The following verification documents must be provided:

- Voided check/savings deposit slip must include:
 - Encoding (the numbers on the bottom of your check/savings deposit slip)
 - Entity/Person must be the same as printed on the Direct Deposit Form
 - If starter checks, please hand write entity/person name

OR

- Letter from your Financial Institution
 - Must include the entity/person information
 - Routing/Account Number
 - Signed by an authorized representative of the Financial Institution



Carlos A. Gimenez, Mayor
www.miamidade.gov

Public Housing and Community Development
Miami-Dade Housing Choice Voucher Program

P.O. Box 521750

Miami, FL 33152-1750

TTD/TTY Florida Relay Service

1-800-955-8771 or Dial 771

Customer Service Number: 305-403-3222 / Fax: 786-358-5893

Si necesita ayuda con este formulario, llame al 305-403-3222

Si w bezwen adistans ak fòm sa a, tanpri rele 305-403-3222

Landlord Certification of Responsibility

TO: Owner/Agent

RE: Tenant Name _____

Entity ID#: _____

Landlord must initial each item.

- ____ 1. I certify that I am the owner or the legally designated agent for the above referenced unit, and that the tenant has no ownership interest in this dwelling unit.
- ____ 2. I understand that I must comply with equal opportunity requirements.
- ____ 3. I understand that I should carefully screen the family for suitability for tenancy, including the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others.
- ____ 4. I understand that I may collect a security deposit from the tenant that is not in excess of private market practice, or in excess of amounts that I charge to unassisted tenants.
- ____ 5. I understand my obligation to offer a lease to the tenant and that the lease may not differ in form or content from any other lease that I am currently using for any unassisted tenants. I understand that it is my responsibility to ensure that my lease complies with state and local law. Miami-Dade Housing Choice Voucher Program ("MDHCV") will only review my lease to ensure that the United States Department of Housing and Urban Development ("HUD") required items are addressed.
- ____ 6. I understand that the family members listed on the Housing Assistance Payments Contract are the only individuals permitted to reside in the unit. I understand that MDHCV and I must grant prior written approval for other persons to be added to the household (except for the birth, adoption, or court-awarded custody of a child). I understand that I am not permitted to live in the unit while I am receiving housing assistance payments.
- ____ 7. I agree to comply with all requirements contained in the lease, tenancy addendum, Housing Assistance Payments Contract, parts A, B, and the Lease Special Stipulations. I understand that it is imperative that I fully understand the terms and conditions of the lease, tenancy addendum, Lease Special Stipulations and the HAP Contract.
- ____ 8. I certify that I (including a principal or other interested party) am not the parent, child, grandparent, grandchild, sister, or brother of any member of the family. If I am related, I have received written notification from MDHCV that it will approve rental of the unit, notwithstanding such relationship, to provide reasonable accommodation for a family member who is a person with disabilities.
- ____ 9. I understand that if I fail to execute the HAP contract and/or other required documents in the timeframe set by MDHCV, the approval of the tenant's authorization to move-in may be voided. Should the transaction be voided by MDHCV, I understand that I will not receive HAPs, or late payments.
- ____ 10. I acknowledge that HAPs are considered paid on the date the check is issued or electronic payments are transmitted.

Part 1 of 3



Si necesita ayuda con este formulario, sírvase llamar al 305-403-3222
Si w bezwen yo ede w ak fòm sa a, tanpri rele 305-403-3222

- ___ 11. I understand that MDHCV has the right to recoup HAPs paid erroneously by withholding payment owed to me, including HAPs for other tenants or through other assisted housing programs administered by MDHCV. Should there be no other valid Section 8 contracts, I must repay MDHCV upon receipt of an overpayment notice.
- ___ 12. I understand that I must submit to the tenant for their consideration and to MDHCV for their review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease/ revision.
- ___ 13. I understand that I must provide MDHCV with a written request for any rent increase a minimum of sixty (60) days in advance of the increase and in accordance with the provisions of the lease and HAP Contract.
- ___ 14. I understand that the tenant's portion of the contract rent is determined by MDHCV and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by MDHCV.
- ___ 15. I understand that MDHCV may deny or terminate participation, if I have a history of being abusive towards MDHCV staff or program participants.
- ___ 16a. I acknowledge that I am not a Miami-Dade County employee or an elected official of Miami-Dade County as of the date of this certification. I further acknowledge that I am not the spouse, parent or child of a Miami-Dade County employee or elected official of Miami-Dade County as of the date of this certification. I understand that no Miami-Dade County employee shall enter into a contract or transact any business in which he or a member of his immediate family has a financial interest, direct or indirect with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable.

or

- ___ 16b. I acknowledge that I am currently a Miami-Dade County employee and that prior to the execution of the HAP obtained an ethics opinion, dated _____, 20____, from the Miami-Dade Commission on Ethics and Public Trust granting me authorization to participate as a landlord in the Section 8 Housing Choice Voucher Program and that I have provided a copy of said opinion to MDHCV on _____, 20____.
- ___ 17. I understand that I may not assign the HAP Contract to a new owner without the prior written consent of MDHCV and that I must complete and sign the MDHCV Transfer of Payments Form within ten (10) days of the contemplated transfer/assignment in order to have the Housing Assistance Payments (HAP) transferred to the new owner, agent, or entity. I further understand that my failure to timely notify MDHCV and/or any unauthorized transfer/assignment constitutes a breach of the HAP subject to immediate termination, recovery of any outstanding overpayments or any other relief that may be sought against the Owner by MDHCV and/or HUD.
- ___ 18. I understand that I must advise MDHCV and the tenant, in writing, within fifteen (15) days of being notified of pending foreclosure of this property.
- ___ 19. I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.
- ___ 20. I understand that should the assisted unit become vacant, I am responsible for notifying MDHCV immediately in writing. I also understand that the HAP Contract and payment will terminate immediately.
- ___ 21. I understand that I should attempt to resolve disputes between the tenant and me and contact MDHCV, in writing, only in serious disputes that we are unable to resolve.
- ___ 22. I understand that I must provide the tenant and MDHCV with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and a copy of the eviction notice and to comply with all State and local eviction procedures.



Part 2 of 3

Si necesita ayuda con este formulario, sírvase llamar al 305-403-3222
Si w bezwen yo eds w ak fòm sa a, tanpri rele 305-403-3222

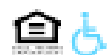
- ____ 23. I acknowledge that I have been briefed on the Housing Choice Voucher Program. I understand that my failure to fulfill the above may result in the withholding, abatement, or termination of housing assistance payments for the contract unit or another unit; and/or being barred from participating in MDHCV's housing programs.
- ____ 24. I understand that I must notify MDHCV immediately in writing of a change in my mailing address. Failure to do so may interrupt correspondence such as deficiency repair letters and may delay mail delivery or electronic transfer of rental assistance payments.
- ____ 25. I acknowledge that I ____ have ____ have not as of the date of this certification been convicted of a felony during the past ten (10) years or that an officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past (10) years. I further acknowledge that if I am or an officer, director, or executive of the entity is subsequently convicted of a felony whether connected to a federal housing assistance program, MDHCV may terminate the HAP.
- ____ 26. I understand that if one or any of the previous certifications is found to be false, MDHCV will pursue repayment of any funds made for each month the authorized payment was made by taking all necessary and legal steps to collect these funds, including but not limited to filing a legal action against the owner. MDHCV's failure to initiate steps to recover the funds within thirty (30) day from the date one or both of the previous certifications is found to be false, does not waive any of MDHCV or HUD's rights under the HAP.
- ____ 27. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal Law.

Owner/Agent Name _____

Signature _____

Date _____

WARNING: Title 18, U.S. Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



PROOF OF OWNERSHIP

Note: Acceptable Proof of Ownership may include:

- Recorded Deed (Warranty or Quit Claim)
 - If Owner is part of/or a Trust, Complete Trust documents must be provided
- Court Order of Assignment (signed and stamped judgment)

Owner/Agent Change of Address Form



Carlos A. Gimenez, Mayor
www.miamidade.gov

**Public Housing and Community Development
Miami-Dade Housing Choice Voucher Program**

P.O. Box 521750
Miami, FL 33152-1750
TDD/TTY Florida Relay Service
1-800-955-8771 or Dial 771

Customer Service Number: 305-403-3222 / Fax: 786-358-5893
Si necesita ayuda con este formulario, llame al 305-403-3222
Si w bezwen asistans ak fòm sa a, tanpri rele 305-403-3222

OWNER/AGENT CHANGE OF ADDRESS NOTIFICATION

Note: Your request must be received before the 15th of the current month in order for the change to be reflected in the next month's check run. Changes received after the 15th of the current month will not be reflected for two months.
Example: A request for a Change of Address received on May 22 will not be reflected until the July HAP check.

Please complete the following information and return to the address noted above, Attn: Finance.

The attached IRS Form W9 must be completed, and a copy of a government issued ID must be enclosed.

DATE: _____ SS# or TAX ID #: _____

Effective _____, 20____

I am the (check one) ☐ Owner ☐ Agent ☐ Other HAP Payee

MY NEW ADDRESS AND CONTACT INFORMATION IS:

NAME: _____ TIN/SSN: _____

ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

PHONE #: (____) _____ CELL PHONE #: (____) _____

ALT #: (____) _____ Email: _____

TENANT'S NAME: _____ CLIENT #: _____

MY PREVIOUS ADDRESS WAS: _____

If you have questions, please contact 305.403.3222 between 8:30 am and 5:00 pm, Monday through Friday.

OWNER OR AGENT SIGNATURE _____ DATE _____

.....
For MDPHA Office Use Only

Vendor No.: _____ Date Received: _____ HCV Staff: _____

MDC-0045 Owner/Agent Change of Address Notification



Note: This forms must be submitted along with:

1. W9-IRS form

Glossary of HCV Program Terms

Adjusted income: Annual income less allowable HUD deductions and expenses.

Admission: The execution date of a resident's HAP contract in a tenant-based program.

Annual income: The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income.

Applicant: A family that has applied for admission to a housing program but has not yet been admitted to the program.

As-paid states: States where a welfare agency adjusts the shelter and utility component of a welfare grant in accordance with actual housing costs.

Bifurcate: To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Child care expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Co-head: An individual in a household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent.

Contract rent: See *Rent to owner*.

Covered families: Statutory term for families that are required to participate in a welfare agency economic self-sufficiency program and that may be subject to a welfare benefit sanction for noncompliance with this obligation.

Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Dependent: A member of a family (excluding the family head, spouse, and any foster children) who is under 18 years of age, is a disabled person, or is a fulltime student.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See *Person with disabilities*.

Displaced person: A person who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

Domestic violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-related criminal activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug trafficking: The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture, sell, or distribute it.

Economic self-sufficiency program: Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. These include job training, employment counseling, work placement, basic skills training, general education, English proficiency training, workfare, financial or household management training, apprenticeships, and other programs (such as drug abuse or mental health treatment) necessary to prepare people to work.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Excess medical expenses: Any unreimbursable medical expenses incurred by an elderly or disabled family in excess of 3% of the family's annual income.

Extremely low income family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair market rent (FMR): The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in decent, safe, and sanitary condition. FMRs are established by HUD. They vary by unit size as well as by housing market area and include the cost of all utilities except phone.

Family rent to owner: The rent to owner minus the housing assistance payment.

Family Self-Sufficiency program (FSS): A program developed by a PHA to promote the self-sufficiency of assisted families, including the provision of supportive services.

Family share: The portion of rent and utilities paid by a family.

Foster child care payment: Payment to eligible households by state, local, or private agencies appointed by the state to administer the care of foster children.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the educational institution.

Gross rent: The sum of the rent to owner plus any utility allowance. If there are no tenant-paid utilities, the rent to owner equals the gross rent.

Head of household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as its head.

Housing agency (HA): See *Public housing agency (PHA)*.

Housing assistance payment: The monthly assistance payment a PHA makes to the owner for the rent to owner under the family's lease. This may include an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing assistance payments (HAP) contract: A written agreement between a PHA and a housing owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. A HAP contract defines the responsibilities of both the PHA and the owner.

Housing choice voucher (HCV): A document issued by a PHA to a family selected for admission to the Section 8 housing choice voucher (HCV) program. The voucher describes the program and the procedures for PHA approval of a unit selected by the family. Sometimes called *voucher*.

Housing choice voucher (HCVP) program: The Section 8 tenant-based rental assistance program in which a family selects a privately owned rental unit, and the family, the PHA, and the owner of the unit enter into legal agreement with one another. Sometimes called *voucher program*.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing unit: See *Unit*.

HUD: The Department of Housing and Urban Development or its designee.

Imputed asset: An asset disposed of for less than fair market value during the two years preceding certification or recertification.

Imputed income: The PHA established passbook rate times the total cash value of assets when assets exceed \$5,000.

Imputed welfare income: An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's annual income and is therefore reflected in the family's rental contribution.

Landlord: Either the legal owner of a property or the owner's designated representative or managing agent.

Lease: A written agreement between an owner and an eligible family for the leasing of a housing unit.

Lease addendum: See *Tenancy addendum*.

Live-in aide: A person who resides with an elderly or disabled person and who is determined by a PHA to be essential to the care and well-being of the person. The live-in aide is not obligated for support of the person, and would not be living in the unit except to provide necessary supportive services.

Low-income family: A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Medical expenses: For elderly or disabled families, the total out-of-pocket medical expenses that are anticipated during the period for which annual income is computed.

Minor: A member of a family under 18 years of age who is not the head, spouse, live-in aide, or foster child/adult.

Monthly adjusted income: One twelfth of annual income after allowances.

Monthly income: One-twelfth of annual income before allowances.

Net family assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.

Owner briefing/meeting: A meeting with a PHA representative for the purpose of learning the rules and procedures for participating as an owner in the HCV program.

Participant: A family that has been admitted to a PHA program and is currently being assisted in the program.

Payment standard: The maximum subsidy payment for a family under the HCV program. The PHA sets a payment standard between 90% and 110% of the current HUD-published FMR.

Person with disabilities: For the purposes of program eligibility, a person who has a disability as defined in federal law [42 U.S.C. 423 or 42 U.S.C. 6001] or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. For the purpose of reasonable accommodation, a person with disabilities is a person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Portability: The ability of a family to move with its HCV tenant-based assistance from the jurisdiction of one PHA to that of another.

Premises: The building or complex in which a dwelling unit is located, including common areas and grounds.

Public assistance: Welfare or other payments to families or individuals that are based on need and are made under programs funded separately or jointly by federal, state, or local governments.

Public housing agency (PHA): Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low income families.

Reasonable accommodation: Under the federal Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Reasonable modification: A structural change made to the premises or a tenant's unit. Federal fair housing laws allow persons with disabilities to make adjustments to their rental units at their expense. Persons with disabilities may need either a reasonable accommodation or a reasonable modification, or both, in order to have an equal opportunity to use and enjoy a dwelling.

Recertification: The process of securing documentation of total family income used to determine the rent a family will pay for the next 12 months if no interim changes are reported by the family. Sometimes called *reexamination*.

Remaining member: A person left in assisted housing after other family members have left.

Rent reasonableness: A rent to owner that is not more than either the rent charged for comparable units in the private unassisted market or the rent charged by the owner for a comparable unassisted unit in the building or on the premises. Sometimes called *reasonable rent*.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

Request for tenancy approval (RTA): A PHA form completed by an owner and family and used by the PHA to determine whether a unit is eligible and a lease complies with program requirements.

Security deposit: A dollar amount that can be collected from a family by an owner and used for amounts owed under a lease according to state or local law.

Single person: A person living alone or intending to live alone.

Specified welfare benefit reduction: A reduction of welfare benefits for a covered family that may not result in a reduction of a family's rental contribution. This includes a reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse: The marriage partner of a head of household

Stalking: To follow, pursue, place under surveillance, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; and to place a person in reasonable fear of death, serious bodily injury, or emotional harm to that person, their immediate family member(s), or spouse, or intimate partner.

Subsidy standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenancy addendum: A HUD-designed addition to an owner's lease that includes, word for word, all HUD-required language.

Tenant: The person who executes a lease as lessee of a dwelling unit.

Tenant rent: The amount payable monthly by a family as rent to an owner in an HCV program or to a PHA in a public housing program.

Total tenant payment (TTP): The total amount the HUD rent formula requires a tenant to pay toward rent and utilities.

Unit: A residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

Utility allowance: A PHA's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

Utility reimbursement: The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total tenant payment.

Violence Against Women Reauthorization Act (VAWA): Signed into law in 2006, this federal law protects victims of domestic violence, dating violence, sexual assault and stalking who live in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing their housing.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: See *Housing choice voucher*.

Voucher program: See *Housing choice voucher (HCV) program*.