

**Prince William County**



**Housing Choice**  
Voucher Program

**Tenant Landlord Handbook**



# Housing Choice Voucher Program

## OHCD Contact Information

Main Office: 15941 Donald Curtis Dr. Suit 112  
Woodbridge, VA 22191

Phone Number....(703) 792-7530 (TTY 711)

Email; [www.housing@pwcgov.org](mailto:www.housing@pwcgov.org)

## Welcome

### Thank you for your interest in becoming a Housing Choice Voucher (HCV) landlord

The Prince William County Office of Housing and Community Development [OHCD] appreciates your willingness to participate with our low income housing programs.

The information in this booklet is intended to guide and inform you about the process. If you have any questions, please don't hesitate to contact us at [OHCDLandlord@pwcgov.org](mailto:OHCDLandlord@pwcgov.org)

## Responsibilities of Owner/Landlord

- You must maintain the rental unit in a safe, decent, and sanitary condition.
- You must notify OHCD of vacancy.
- You must charge 'fair market rent', which is reasonable and comparable in the area. Rent charged to HCV participants may not be higher than a non-subsidized tenant.
- You must lease to tenants without regards to race, sex, religion, national origin, source of income, or any other discriminatory reason.
- You may not rent to or from a relative or family member, unless they are disabled.
- You must allow HUD and/or OHCD access to records, files, and the units upon request and reasonable advance notice.



## Responsibilities of Tenant

- You must pay your portion of the rent on a timely basis.
- You must report any change in income or family circumstances in writing to OHCD within 10 business days of the date in which the change occurs.
- You must maintain the property in decent, safe, and sanitary condition at all times and allow for inspection upon reasonable advance notice.
- You must give notice in writing per your lease agreement if you plan to move.
- You must abide by all the terms of the lease as outlined to you.



## Responsibilities of OHCD

- To provide information concerning the HCV program to owners, applicants, newspapers, and interested persons or groups.
- To take applications and verify eligibility, and to notify applicants of eligibility.
- To provide program requirements to eligible families.
- To determine amount tenant will pay for rent/ utilities.
- Determine amount OHCD will pay.
- Explain program and contract requirements to owner/landlord.
- Issue payments to owner/landlord and to tenant when required.
- Re-examine family circumstances at least annually or whenever tenant reports a change.
- Inspect units to determine if housing quality standards are met until October 2024 when changes to National Standards for the Physical Inspection of Real Estate (NSPIRE) will be used for inspections.
- Administer and enforce contract provisions.
- Practice and enforce fair housing requirements.



# Table of Contents

## Introduction

1



### Housing Choice Vouchers Fact Sheet

What are housing choice vouchers? .....	4
Am I eligible? .....	4
How can I have a voucher holder utilize my rental unit? .....	4
Local preferences and waiting list .....	4
Request for Tenancy Approval (RTA) .....	5
Housing Vouchers - how do they function? .....	5
The rent subsidy .....	5
Can I move and continue to receive HCV assistance? .....	5
Roles - the tenant, landlord, housing agency and HUD.....	6
Tenant's Obligations .....	6
Landlord's Obligations .....	6
Housing Authority's Obligations .....	6
HUD's Role .....	6

### Landlord & Tenant Law in VA



Landlord and Tenant's Rights - An Overview.....	8
Fair Housing is the Law In VA.....	9
Landlord & Tenant Law VA.....	14
Virginia Tenant's Rights and the Law .....	16

### Housing Assistance Payments (HAP) Contract

HAP Contract Obligations .....	20
HAP Contract Sample .....	22



### Other Forms for HCV Program

Register as A Vendor & Direct Deposit.....	37
Property Owners Certification Form .....	41
Housing Choice Voucher.....	44
Request for Tenancy Approval (RTA).....	47
Local Information Sheet Income Levels & Payment Stgandards.....	49
VAWA Lease Addendum.....	51
Notice of Occupancy Rights Under VAWA.....	54



### Inspections

Commonly Failed Items .....	60
Housing Inspection Check List .....	61





# Housing Choice Vouchers Fact Sheet

# Housing Choice Vouchers Fact Sheet

## Housing Choice Vouchers Fact Sheet U.S. Department of Housing and Urban Development (HUD)

### What are housing choice vouchers?

---

The housing choice voucher program (HCV) is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.



The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing choice vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the PHA.

A housing subsidy is paid to the landlord directly by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

### Am I eligible?

---

Eligibility for a housing voucher is determined by the PHA based on the total annual gross income and family size and is limited to US citizens and specified categories of non-citizens who have eligible immigration status. PHA's must provide 75 percent of its voucher to applicants whose incomes do not exceed 30 percent of the area median income at initial lease-up. Median income levels are published by HUD and vary by location. The PHA serving your community can provide you with the income limits for your area and family size. During the application process, the PHA will collect information on family income, assets, and family composition. The PHA will verify this information with other local agencies, your employer and bank, and will use the information to determine program eligibility and the amount of the housing assistance payment. If the PHA determines that your family is eligible, the PHA will issue to you a housing voucher.



### How can I have a voucher holder utilize my rental unit?

---

Contact your local housing representative and they will collect information about your property. The information about your property will be shared with potential renters.

### Local preferences and waiting list - what are they and how do they affect me?

---

Since the demand for housing assistance often exceeds the limited resources available to HUD and the local housing agencies, long waiting periods are common. In fact, a PHA may close its waiting list when it has more families on the list than can be assisted in the near future.



## Request for Tenancy Approval (RTA)

---



A tenant interested in your unit will give you a Request for Tenancy Approval (RTA) to complete. Once the form is completed return to the OHCD and they will contact you to set up an inspection and determine a Rent Reasonableness for your property. OHCD cannot enter into a contract until the unit passes inspection.

## Housing vouchers - how do they function?

---



The housing choice voucher program places the choice of housing in the hands of the individual family. A very low-income family that is selected by the PHA to participate is encouraged to consider several housing choices to secure the best housing for the family needs. A housing voucher holder is advised of the unit size for which it is eligible based on family size and composition.

The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable.

The PHA determines a payment standard that is the amount generally needed to rent similar type dwelling units in the local housing market and that is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a housing voucher can select a unit with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

## The rent subsidy

---



The PHA calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income or the gross rent for the unit minus 30% of monthly adjusted income

## Can I move and continue to receive housing choice voucher assistance?

---



A family's housing needs change over time with changes in family size, job locations, and for other reasons. The housing choice voucher program is designed to allow families to move without the loss of housing assistance. Moves are permissible as long as the family notifies the PHA ahead of time, terminates its existing lease within the lease provisions, and finds acceptable alternate housing.

New voucher-holders must initially lease a unit within that jurisdiction for the first twelve months of assistance. Following a twelve month lease, the family may choose a unit anywhere in the United States. A family that wishes to move to another PHA's jurisdiction must consult with the PHA that currently administers its housing assistance to verify the procedures for moving.



# Housing Choice Vouchers Fact Sheet

## Roles - the tenant, the landlord, the housing agency and HUD

---

Once a PHA approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the PHA sign a Housing Assistance Payments [HAP] contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and PHA -- has obligations and responsibilities under the voucher program.



## Tenant's Obligations:

---

When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.



When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

## Landlord's Obligations:

---

The role of the landlord in the voucher program is to provide housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing inspection performance standards and procedures quality and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA.



In order for your property to qualify for the program you must have ownership of the property or be a designated property manager by the owner (forms will be provided). All taxes and mortgages must be current.

In the event a voucher holder is occupying a unit that the landlord becomes deceased, the immediate family member or heir will be required to provide a copy of the will and legal documents pertaining to the transfer of ownership of the property. Until this is provided to the PHA, checks will not be released. In the event the will is in probate, the check will be made out to "The Estate of \_\_\_\_\_".

## Housing Authority's Obligations:

---

The PHA administers the voucher program locally. The PHA provides a family with the housing assistance that enables the family to seek out suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family's income and composition annually and must inspect each unit annually or bi-annually to ensure that it meets inspection standards.

## HUD's Role:

---

To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.







# Landlord & Tenant Law in Virginia

## Landlord and Tenant's Rights-An Overview

The Virginia Residential landlord and tenant act amended July 2023, spell out the rights and responsibilities of landlords and tenants in an effort to maintain and improve the quality of housing. They include:

### Landlords:

---

- Maintain property in a safe, habitable condition, and ensure common areas are non-hazardous and reasonably clean.
- Provide adequate heat, water and other utilities; usage may be paid by the tenant.
- Set reasonable regulations about the use of units and common areas.
- Abide by local codes and regulations for safety and health and building codes.
- Maintain all electrical, gas, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances supplied with the unit.
- Complete repairs within 14 days of receiving written request from tenant.
- Provide adequate notice to tenant of entry to the unit.
- Provide 30 days written notice to vacate unit or to increase rent, and utilize court system for eviction. Rent may only be changed at lease anniversary and must be approved by OHCD in advance.
- Refund the security deposit to the tenant within 30 days of vacancy less payment for rent due and/or damages. An itemized accounting must be sent to the tenant if money is withheld for these items. Security deposit amount for the Housing Choice Voucher Program is determined by OHCD.
- Abide by the terms of a valid lease which may not contain provisions whereby the tenant waives his or her rights under the law.
- Follow VA law with regard to judgments for payment and seizure of property. VA law does not allow a landlord to seize property for payment of unpaid rent or repair costs. A landlord must go to the courts for a distress warrant and follow laws and codes as outlined.



### Responsibilities of the Tenant:

---

- Pay rent by due date according to written or verbal agreement.
- Keep rented space clean, remove garbage, and use utilities reasonably.
- Request repairs in writing.
- Cause no deliberate damage to property.
- Be reasonably quiet and refrain from disturbing others.
- Avoid illegal activity (including drug activity).
- Permit landlord reasonable access for repairs, showings, and other maintenance.
- Allow only listed persons to reside in unit.



**Remember! Take action through court to evict when tenant violates the lease or does not pay their fair share.**



**Fair Housing is the Law in Virginia**  
**The Prince William County Human Rights Commission**  
Raul Torres, Esq.-Executive Director

## Housing Discrimination is against the Law in Virginia

The Virginia Fair Housing Law makes it illegal to discriminate in housing because of race, color, sex, national origin, sexual orientation, familial status, religion, disability, age, gender identity, disability, familial status or source of income.



With a few exceptions, anyone who has control over residential property and real estate financing must obey the law. This includes rental managers, property owners, real estate agents, landlords, bankers, developers, builders, insurers, appraisers, and individual homeowners who are selling or renting their property.

## Examples of Housing Discrimination:

- Refusing to sell or rent housing
- Lying about the availability of housing
- Evicting someone from housing
- Discriminating in housing: rent, security of facilities

## Case Examples of Discrimination:

- A real estate agent tries to persuade someone not to buy or rent a house in a certain neighborhood. This is called steering.
- A landlord refuses to rent an apartment to an applicant because the applicant is mentally disabled.
- A newspaper ad says that housing is available for white applicants.
- A black person answers a newspaper ad for an apartment. The landlord tells the person that the apartment has already been rented. It turns out that the apartment was not rented, and the landlord later rents it to a white applicant who answers the same ad.
- A landlord evicts a white tenant from her mobile home because her black friends visit her there.
- A resident manager refuses to rent an apartment to a family with children, will only allow families with children to live in certain buildings or on certain floors, or charges families with children higher security deposits.
- A landlord checks the credit records of all black and Hispanic applicants and uses small credit problems as an excuse to refuse to rent apartments to them; however, the landlord does not always check white applicants' credit records or overlooks small credit problems in their records.
- A property manager refuses to rent an apartment to a single woman, but will rent the apartment to a single man.
- A bank refuses to lend money to a house buyer who wants to purchase a house in a minority neighborhood. This is called redlining.
- A rental manager charges minority tenants a larger security deposit, or higher rent than white tenants.
- A female tenant and her family are evicted from their apartment because she refused the landlord's sexual advances.
- A landlord refuses to rent an apartment to a person with a service animal. The landlord considers the animal a pet.



## Are You Being Discriminated Against?



The Prince William County Human Rights Commission is a county government agency that enforces the Fair Housing Laws and ordinances. If you think you have been discriminated against in housing, you should contact the Commission. The Commission will investigate your complaint to see if the law was broken. If there is a violation, the Commission can help get legal remedies to which you may be entitled. Most of the time, the Commission can settle housing discrimination complaints quickly and easily. If it is necessary, the Commission may hold a hearing or take discrimination cases to court.

Discrimination can be subtle. Often people may suspect that they have been discriminated against, but they are not sure they can prove it. Call the Commission if you suspect you have been discriminated against.

They are here to help.

## How to contact the commission

**Monday through Friday, 8:00 a.m. to 4:00 p.m.**

703-792-4680

<https://www.pwcva.gov/department/human-rights/about>

E-mail: [RTorres2@pwcgov.org](mailto:RTorres2@pwcgov.org)

## Our Address is:

Prince William County Human  
Rights Commission

Dr. A. J. Ferlazzo Building  
15941 Donald Curtis Dr. #112  
Woodbridge, VA 22191



**Visitors are received by appointment or as walk-ins.**



## Landlord & Tenant Law in Virginia

### Introduction

---



#### **Q. What is the Residential Landlord-Tenant Act?**

It is a law amended July 2023, that protects Virginia house, apartment, and room renters and their landlords. If you live in government-assisted housing, this law protects you. You may also have additional protections under federal law.

#### **Q. I don't have a written lease. Does the landlord tenant act still apply to me?**

Yes. This law applies whether or not you have a written lease. Both oral and written agreements to rent are considered valid leases. The lease must be fair, honest, and reasonable to both the landlord and tenant.

#### **Q. Does the law apply to me?**

It applies to all renters, roomers, landlords and those who act for them, such as property managers. It does not apply to:

- Hospitals, group homes, schools, or other institutions;
- Employees of the landlord who get housing for their work and live on the work site;
- Tenants who own or partly own the unit;
- Units in a motel or hotel or where the landlord pays special tax on the room.
- There are other exceptions to the law. If you have questions, please call a lawyer.

#### **Q. Do I need a lawyer if I have a problem with my landlord?**

Maybe. First you should try to tell your landlord in writing about the problem. Be sure to keep a copy of any letters for your own records. If this does not help, you may want to file a claim against the landlord in Court.

#### **Q. Is there any limit to how much rent I can be charged?**

There is no rent control in Prince William County unless you live in housing where your rent is based on your income.

#### **Q. Does the law help me if I have been discriminated against in renting an apartment?**

Not this particular law, but other laws do. If you feel you have been discriminated against, you should call the HUD Housing Discrimination Hotline, toll-free number is 1-800-669-9777.

### Your Agreement to Rent

---

#### **Q. What should be included in my rental agreement?**

It should include the amount of rent to be paid, the date the rent is due, and the rules, rights and duties of both the tenant and the landlord, address for payment, addendum(s), who is responsible for utility payments and cost for damages and who is responsible.



# Landlord & Tenant Law in VA

## Q. What should not be included in the rental agreement?

It is illegal to include any conditions which make you give up any of your rights under law.

## Q. What are my rights if the landlord includes any illegal conditions?

The illegal condition(s) cannot be enforced. You may sue your landlord in court and get money damages and reasonable attorney's fees. Other parts of the lease may still be enforced. Just because one part of the lease is illegal does not mean the entire lease is illegal.

## Q. Can a lease be enforced without either the tenant's or the landlord's signature?

Yes, if the landlord gives the tenant a copy, the tenant moves into the unit and pays rent, and the landlord accepts the rent.

## Q. Can the landlord make new rules after I move in?

Yes.

## Q. Does the law protect me against unfair rules?

Yes, because: You must be told about the rules when you move in or when new rules are made; The rules must apply to all tenants in the premises and be reasonable, clear, and fair; and The landlord can't use the rules to avoid his or her responsibilities under the law.

## Q. What if I don't like the new rules?

If you feel like the new rules change your agreement a lot, you should write the landlord within 30 days telling him or her that you object to the new rule.

## Q. How much notice must be given before either the landlord or the tenant can end the lease?

If your lease is written, the amount of notice should be stated in it. If you have an oral agreement, either the landlord or the tenant may end the lease by giving notice to the other party. Proper notice is 7 days if you rent by the week or 30 days if you rent by the month. The notice must be in writing.

## Security Deposits

---



### Q. What is a security deposit?

It is the tenant's money or property held by the landlord in case there are damages to the unit or the tenant doesn't pay the rent.

### Q. How do I get my deposit back when I move?

Ask for your deposit back and give the landlord your new address in writing. Keep a copy for your records.

### Q. How long does the landlord have to return the deposit?

The landlord has **30 days** after you move out or after you ask for it back, whichever is later.

### Q. When can a landlord keep my security deposit?

Your landlord must give you an itemized list for any amounts deducted from your security deposit. This includes accrued rent or damages to the unit, for example.

### Q. What happens to my security deposit if the landlord sells the place I am renting?

You still have a right to get your security deposit back, when the rental agreement ends.



## What Must the Tenant Do?

---



### Q. What are my responsibilities as a tenant?

- Pay rent on the date it is due.
- Do not harm the landlord's property or disturb the other tenants.
- Do your part to keep the unit safe and clean.
- Be responsible for your guests' actions.

## Rent

---



### Q. What is rent?

It is any payment for use of the rental unit. This payment includes late charges, but not security deposits or any other charges.

### Q. If I don't pay the rent, what can the landlord do?

He must send you a written demand giving you five days to pay the overdue rent. If the rent is not paid within these five days, the landlord can go to court to bring a case against you and try to evict you. Check your lease! Your landlord does not have to give you a written demand for the overdue rent if your lease says in big print that no additional notice will be given beyond notice in the lease. If you have a written rental agreement, your landlord only has to give you a written notice for the overdue rent once during the period.

### Q. If I have not paid my rent, can the landlord take any of my property?

Only if the landlord goes to the court and has you served with a distress warrant allowing her to hold your property. Some property cannot be taken. If you are served with a distress warrant, you should see a lawyer immediately.

## Conduct

---



### Q. My landlord wants to evict me because my children have been leaving garbage outside the dumpster and he claims it is attracting rats. Can he do this?

Yes.

### Q. Sometimes my friend comes over and creates a disturbance by kicking in the door, breaking windows, etc. Can I be forced to move out?

Maybe. It depends on how often this happens or how serious it is.

### Q. I can't afford to have my water turned on right now. Can I be forced to move out?

Yes, because the plumbing will not work, and it is illegal to live in unsanitary conditions.

### Q. My landlord came in to fix my sink and left me a note that my house was a health hazard and unless I straightened it up he would evict me. Can he do this?

Not if your unit was only messy. If your house is rat or roach infested because of how you keep it, then he can



## Complaints

---



### Q. How do I make a complaint?

Written notice can be given at the place of business where the rental agreement was made or at any place where you pay your rent. Oral notice can also be given, but it is better to put the complaint in writing. The landlord should provide you the name of a person to contact if you have problems, such as a property management company. Always keep a copy or log of complaints you have made.

## Evictions

---



### Q. Can my landlord evict me without going to court?

No. Any other method, like locking you out or turning off the utilities, is illegal. If the landlord tries to evict you in an illegal way, you may be able to stay in the house and get damages and attorney's fees from the landlord.

### Q. If my landlord goes to court to evict me, what can I do?

If you are served with eviction papers or a Rule to Show Cause, you should go to a lawyer right away. You only have limited time to respond to the eviction notice. If you do not respond, the court will issue an order to put you out.

Before you go to court, think of any defenses you might have. For example, if your landlord knew that your apartment was in bad shape before your rent was due and had time to repair but did not, you should tell the judge. The magistrate may let you stay if you can show that your apartment is not worth the rent the landlord wants for it. You would then pay what it is worth.

### Q. Can my landlord evict me for complaining about the condition of my apartment?

No. It is illegal for a landlord to try to get even with you for complaining.

### Q. Can the landlord evict me if I've been accused of a crime?

No, she must prove you committed the crime.

### Q. Can the landlord evict me if I am criminally convicted for breaking the law in my home?

Probably. You cannot use your home for illegal activities, and you cannot allow your family or anyone else to use it for illegal purposes.

## What Must The Landlord Do

---

### Q. What are the landlord's duties?

The landlord cannot interfere with your use of the property. The landlord must make all of the repairs and keep the unit in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas, like stairs, hallways, yards and the parking lot, in a safe condition.



### Q. Can the landlord refuse to make repairs if I'm late or behind in paying rent?

No, the landlord must follow the law and state and local building and housing codes. These codes generally require the property be kept in good shape.





**Q. Do I have to fix the landlord's furnace or plumbing?**

No, the landlord must make heat and running hot and cold water available and must keep electrical plugs, plumbing, ventilation, and appliances in safe, working order.

**Q. What if the landlord's appliances, like the stove or air conditioner, don't work?**

The landlord must keep all appliances that came with the unit in reasonably good and safe working order.

**Q. Are there any exceptions to the landlord's duties?**

Yes. You and your landlord can agree in writing for you to fix certain things in the unit as long as the landlord is not trying to avoid making repairs he has to make under the law.

**Q. How can I get the landlord to make repairs if I can't contact her?**

When you agree to rent the unit, the landlord must give you in writing the name of a person to contact if you have problems with the unit.

**Q. If the landlord won't make repairs and I want to move, what should I do?**

Give your landlord written notice of the problems and warn him that if the problems are not fixed in 14 days or within a reasonable time, you will move. If the landlord still does not make repairs, you can move and will no longer owe him any more rent. He must still return your security deposit if there are no reasons to hold it.

**Q. If the landlord won't make repairs and I can't move, what should I do?**

You can take your landlord to court and ask a judge to order your landlord to make the needed repairs. You can talk with a lawyer about doing this for you.

**Q. What if I want to stay but my landlord says she can't make the repairs unless I move?**

You can go to court and ask for money damages caused by your having to move because the landlord will not repair. These damages can be things such as moving costs and higher rent at another apartment. The judge will decide if you get the money damages.

**Q. What can the landlord do if I damage his property?**

The landlord can send you written notice that the damage must be repaired within 14 days. If you do not have the repairs made within 14 days, the landlord may enter the unit and make the repairs. The landlord may also go to court to evict you.

**Q. Does the landlord have a right to come into my home whenever she wants?**

No. In most cases, she must give you 24 hours' notice before entering your apartment.

**Q. What if there is an emergency in the house?**

If there is an emergency, such as a fire or broken pipes, then the landlord may enter without your permission.



# Landlord & Tenant Law in VA

## Virginia Tenants' Rights and the Law Provided by Virginia Department of Housing & Community Development (DHCD)

### Your Agreement To Rent

The rental agreement should include the amount of rent, the date of the payment and the rights and obligations of the tenant and the landlord. If the landlord includes any illegal conditions, the tenant may sue. You do not need a written agreement for the law to apply. All oral and written agreements to rent are considered leases. To be enforceable, the agreement must be fair, honest and reasonable to both parties.



### Must I give notice to end the rental agreement?

The amount of notice required should be noted in your written agreement. If you have no written agreement, proper notice is seven days if you rent by the week, or 30 days if you rent by the month.

### Can the landlord make new rules after I move in?

Yes. You must receive notice of rules when changes are made. If you feel that the new rules substantially change your agreement, write the landlord within 30 days. The rules must be reasonable, clear and fair. The landlord cannot use the rules to avoid his or her responsibilities under the law.

### Security Deposits

A security deposit is money that the landlord holds in case there are damages or if rent is unpaid. The security deposit may not be applied to normal wear and tear. Before you move, ask for your deposit and give the landlord your new address in writing. The landlord should return the deposit within 30 days or provide a written list explaining the amount withheld.



### Tenant's Responsibilities

The tenant must pay rent on the date set by the landlord and keep the premises safe and clean. Tenants must not harm the property or disturb other tenants. Tenants are responsible for their guests' actions. If rent is not paid, the landlord must send a written demand. If it is not paid within five days of the due date, the landlord can ask the court to evict the tenant. If there is a written rental agreement, the landlord only has to give written notice for the overdue rent once. Alternatively, if the written rental agreement contains a notice that the landlord will terminate the lease if the rent is five days late or if the landlord has previously given the tenant notice during the same rental period, then the landlord can ask the magistrate to evict the tenant without further notice. If you have not paid your rent, the landlord cannot take or hold your property without first going to court and having you served with a distress warrant. Some property cannot be taken. If you are served with a distress warrant, consult a lawyer. If you move or abandon the property and leave some property worth less than \$500, the landlord may not have to go to court to hold and sell that property. If a court finds that the tenant's nonpayment of rent is not in good faith, then the court can order the tenant to pay the landlord's attorney's fees.



### The Law

The Virginia Residential Landlord-Tenant Act, amended July 2023, protects Virginia renters and landlords. The law applies to all renters and landlords, except:

- Hospitals, group homes, schools and other institutions;
- Employees of the landlord who receive housing for their work and live on site;
- Tenants who own or partly own the unit;
- Rental of a motel or hotel room if the landlord pays special tax on the room; and
- Residence at a public or private charitable or emergency protective shelter.



## Do I need a lawyer if I have a problem?

Maybe not. First, notify your landlord of the problem in writing. (Be sure to keep a copy.) If you are not satisfied in a reasonable time, you may file a claim against your landlord in magistrate's court.

## Evictions

---

A landlord cannot evict a tenant, without going to court. It is illegal to lock a tenant out or turn off the utilities. If your landlord tries to evict you illegally, you may be able to stay in the house and recover damages and attorney's fees. If you are served with eviction papers, consult a lawyer. You must respond. If you do not respond, the court will issue an ejectment order. A landlord may be able to evict you if you have been accused of a crime though not yet convicted. If you are convicted for breaking the law in your home, you probably can be evicted. You cannot use your home or allow anyone else to use it for illegal activities. If your landlord knew your unit was in bad condition before your rent came due but failed to make repairs, tell the judge. The judge may let you pay a reduced rent based on the true value of the rental property.



## Landlord's Responsibilities

---

The landlord is not to interfere with the tenant's use of the property but must provide essential services. With few exceptions, the landlord must provide sanitary plumbing, sewer services, and electrical and gas connections. The landlord must make all repairs to keep the premises in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas (stairs, hallways and parking lots) safe.



## Can the landlord refuse repairs if I am late or behind with my rent?

No. State and local building and housing codes require that the property be kept in good condition. When you agree to rent, the landlord must give you in writing the name of person to contact for repairs.

## What can I do if the landlord doesn't make repairs?

Give the landlord written notice of the problems with a warning that you will move if repairs are not made within a reasonable time. If the landlord still does not make the repairs, you can end the agreement and move without paying additional rent. This option is only available when the problems put you or your family's safety at risk. The security deposit must be returned if there is no reason to hold it. You cannot make repairs yourself and deduct that cost from your rent. You can go to court and ask judge to order the landlord to make the repairs. If the landlord says you must move before repairs can be made, you can ask for damages, such as your costs to move and pay rent at another apartment.

## What can my landlord do if I damage the property?

The landlord can send you written notice that the damage must be repaired. If you do not do so, the landlord may enter the apartment and make the repairs and also may get a court to evict you.

## Can the landlord enter my home at any time?

No. Generally your landlord must give you 24 hours' notice and get your okay to enter. If there is an emergency such as a fire or broken water pipe, the landlord can enter without your permission.



# Landlord & Tenant Law in VA

If a court order or the police are involved, the landlord is not required to give you advance notice. If your landlord enters without notice, you can take him or her to court for violating your rights. The tenant may not restrict the landlord's access to the property by changing the locks without the landlord's permission.

## Discrimination

---

Landlords are prohibited by law from discriminating against potential renters. If you feel you have experienced discrimination, call the Housing Discrimination Hotline at (800) 424-8590.



## Manufactured Housing Exception

---

Rental of certain manufactured housing is governed by different rules and regulations. For more information, visit the Website at <https://law.lis.virginia.gov/vacodepopularnames/manufactured-home-lot-rental-act/>





# Housing Assistance Payments Contract (HAP)

# Housing Assistance Payments Contract

## Housing Assistance Payments Contract Obligations

The contract you signed with OHCD is called the **Housing Assistance Payments Contract (HAP)**. Each landlord should take the time to read and question the provisions of HAP.

### Some special points to remember:



- By accepting payments each month you are certifying repeatedly that the unit is in safe, decent condition and is occupied by the persons shown on the latest lease or lease addendum.
- Failing to collect the correct amount due from the tenant (either more or less) is fraud. The contract requires you to collect the full rent as defined by the current notice whether from OHCD or from the tenant. Do not let the tenant get months behind simply because the OHCD pays the bulk of the rent. Do not allow the tenant to remain in the unit if he or she fails to pay the fair share as determined by OHCD even if the amount due from the tenant is as little as \$1.00. You cannot collect late charges from HCV tenants unless an amount is listed in the lease.
- If you make an agreement with a tenant to let them move in prior to a signed/executed lease and HAP you cannot claim for payment from OHCD for retroactive rent. Rent is paid only based upon the date shown on the lease and HAP.
- OHCD has the right to abate (stop) payments for any failure by the owner to comply with regulations. Failure to make needed repairs after notice is a violation of the terms of your contract. The unit must meet minimum housing habitability standards in order for payment to be made.
- Tenant abuse to your unit does not excuse you from providing a habitable property. You must make repairs even if intentional damage was done by the tenant or tenant's guest. You have the recourse to evict the tenant for these damages and you have the right to demand payment from the tenant still in occupancy to pay repair costs within 30 days of billing. Do not make the mistake of leaving broken or damaged items because the tenant is irresponsible, negligent or abusive. Remember, your obligation is to provide a safe, decent, sanitary environment. Be sure to inspect your property on a regular basis. Drive by and check the exterior as often as possible. Notify the tenant and inspect the interior twice a year at a minimum. OHCD only inspects one time a year or bi-annually by this time an abusive tenant could cause serious and costly damages to your property. If you rent furniture to the tenant those costs are not reflected in your HAP and OHCD will not reimburse you for any losses.
- Notify OHCD of impending evictions. HCV residents are required to abide by the drug free policy of OHCD. Use, sale, distribution or manufacturing of illegal drugs is grounds for termination of HCV assistance.
- Require tenants to have all utilities connected in their name (same name as on the lease). This avoids problems in the future if services are terminated. If you leave utilities in your name, you run the risk of having to pay all the arrears accumulated by the tenant. If utilities are included in the rent, you may not terminate basic utility service for non-payment of rent. Your recourse is eviction. Do not deprive tenants of basic services.

Any time you have questions or an unusual situation occurs, contact OHCD. Two heads may be better than one and at least you will have a partner in your error. OHCD is here to help you and your tenant have a happy and cooperative relationship. Let us know how we can help you!



# Housing Assistance Payments Contract

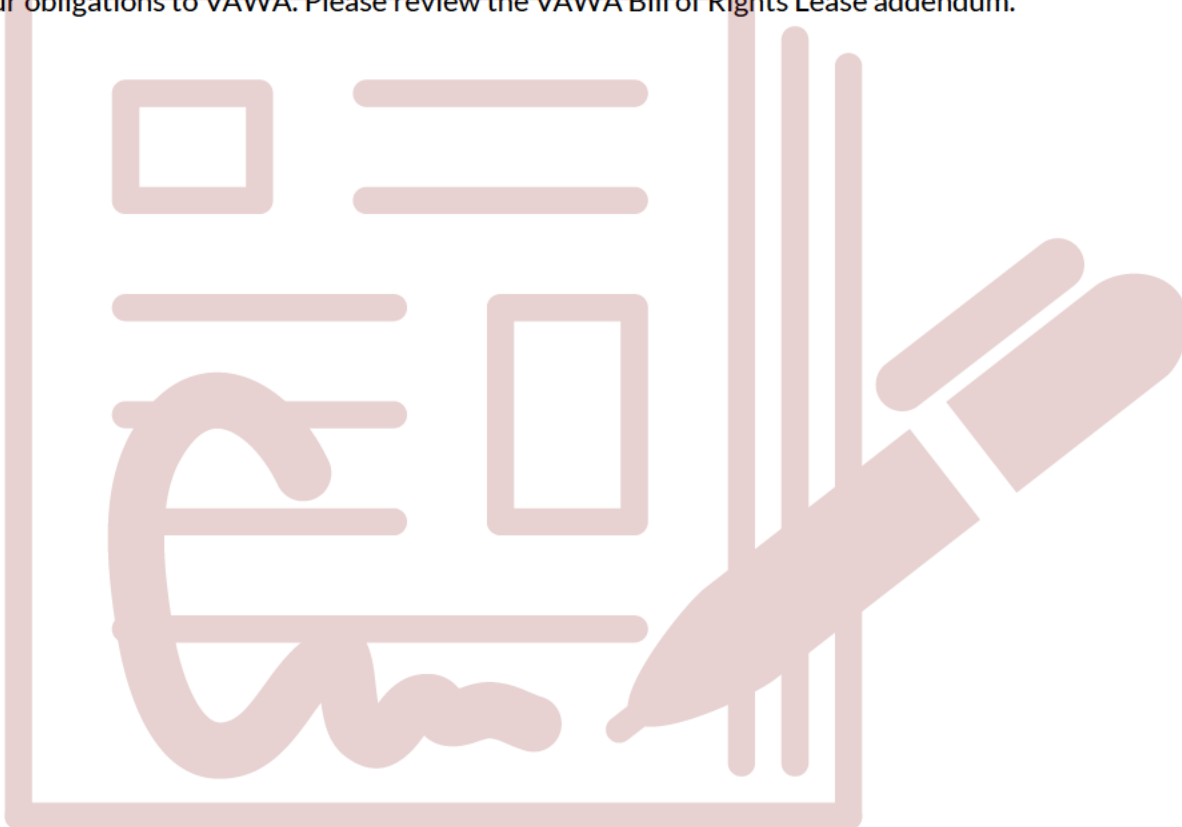
## Security Deposits



- Owners may collect a security deposit that is no more than two month's rent. Owners may not collect more than they would collect from an unassisted tenant. If the owner requests a security deposit to hold the unit, be sure the receipt notes that it is refundable if the unit is not approved by OHCD. OHCD does not normally assist with security deposits or utility deposits; this is the responsibility of the tenant. Some HCV programs may provide deposits.
- When a tenant moves out, the owner, subject to state or local law, may use the security deposit including any interest as reimbursement for any unpaid rent, damages to the unit, or for other amounts the tenant may owe under the lease.
- The owner must give the tenant a written list of all items charged against the deposit, and the amount of each item. After deducting the amount, if any, the owner must refund the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant may owe under the lease, the owner may seek to collect the balance from the tenant.

## Notice of Occupancy Rights under the Violence Against Women Act (VAWA)

- The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, stalking and human trafficking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that OHCD is in compliance with VAWA. The lease has been amended to include your obligations to VAWA. Please review the VAWA Bill of Rights Lease addendum.



# Housing Assistance Payments Contract

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

OMB Approval No. 2577-0169  
exp. 4/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. 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 Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

### Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

### Use of this form

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

However, the PHA may choose to add the following:

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

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

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

### Use for special housing types

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

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

### How to fill in Part A

Section by Section Instructions

#### Section 2: Tenant

Enter full name of tenant.

#### Section 3: Contract Unit

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

#### Section 4: Household Members

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

#### Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

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

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

#### Section 6: Initial Rent to Owner

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

#### Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

#### Section 8: Utilities and Appliances

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

Previous editions are obsolete

form HUD-52641 (4/2023)





# Housing Assistance Payments Contract

**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**

[Redacted area for Tenant information]

**3. Contract Unit**

[Redacted area for Contract Unit information]

**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.

[Redacted area for Household information]

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ [Redacted]

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 \$ [Redacted] 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.



# Housing Assistance Payments Contract

## 8. Utilities and Appliances

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

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

### Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

**Public Housing Agency**

**Owner**

\_\_\_\_\_

Print or Type Name of PHA

\_\_\_\_\_

Print or Type Name of Owner

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Print or Type Name and Title of Signatory

\_\_\_\_\_

Print or Type Name and Title of Signatory

\_\_\_\_\_

Date (mm/dd/yyyy)

\_\_\_\_\_

Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

Address (street, city, state, zip code)



# Housing Assistance Payments Contract

## 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.



# Housing Assistance Payments Contract

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
  - (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.
5. **Provision and Payment for Utilities and Appliances**
    - a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
    - b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
    - c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.
  6. **Rent to Owner: Reasonable Rent**
    - a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
    - b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
      - (1) The location, quality, size, unit type, and age of the contract unit; and
      - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
    - c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
    - d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.
  7. **PHA Payment to Owner**
    - a. When paid
      - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
    - (2) The PHA must pay housing assistance payments promptly when due to the owner.
    - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
    - (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
  8. **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.
  9. **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.
  10. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.



# Housing Assistance Payments Contract

## 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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. **Violence Against Women Act.** The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

## 10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement, or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a



# Housing Assistance Payments Contract

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.



# Housing Assistance Payments Contract

- 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.

**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.



# Housing Assistance Payments Contract

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

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

### Part C of HAP Contract: Tenancy Addendum

#### 1. Section 8 Voucher Program

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

#### 2. Lease

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

#### 3. Use of Contract Unit

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

#### 4. Rent to Owner

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

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

#### 5. Family Payment to Owner

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

#### 6. Other Fees and Charges

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

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

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the

Previous editions are obsolete

Page 9 of 13

form HUD-52641 (4/2023)





# Housing Assistance Payments Contract

standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

8. **Termination of Tenancy by Owner**

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from

which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) 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.



# Housing Assistance Payments Contract

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

### i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;



# Housing Assistance Payments Contract

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

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

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

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. **Eviction by court action**

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

11. **Owner notice of grounds**

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

12. **Lease: Relation to HAP Contract**

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

13. **PHA Termination of Assistance**

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

14. **Family Move Out**

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

15. **Security Deposit**

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



# Housing Assistance Payments Contract

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

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

## 17. Conflict with Other Provisions of Lease

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

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed

changes in the lease other than as specified in paragraph b.

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

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.





## **Other Forms for HCV Program**





## REGISTER AS A VENDOR & DIRECT DEPOSIT

### Register As A Vendor:

The Prince William County Purchasing Regulations require that to receive a payment from Prince William County you must be a registered vendor. The County also encourages all vendors to register for direct deposit. To register you must use either a laptop or desktop computer. You cannot register from a smart phone or tablet. If you do not register, any housing assistance payments due to you will be placed on hold.

Due to legal and security issues, each vendor must complete his/her own online registration at our secure website. Each vendor will create a User ID and Password and make any future changes to their information in our database through the site. Log on to the link to register as a vendor: <https://eservice2.pwcgov.org/eservices/procurement/VendorLoginReg>

### Things To Know:

- Your Name is the Company Name
- You DO NOT need a DUNNs Number
- EIN numbers are for a Business
- Your Social Security Number is the Taxpayer ID#
- Product Code is Housing 9524900
- The site is very sensitive, wait for each screen to buffer to advance from screen to screen
- Do not use the back key or you will receive an error and will have to start over

If you have any questions/problems with vendor registration, please contact the Prince William County Vendor Team at 703-792-8060 or via email [financevendorequests@pwcgov.org](mailto:financevendorequests@pwcgov.org)

### Direct Deposit:

Prince William County Office of Housing and Community Development [OHCD] strongly encourages Automated Clearing House [ACH] deposit directly to your bank. If you wish to participate:

1. Fill out and sign the attached *ACH Payments Vendor Agreement*
2. Enclose a Void Check
3. Provide an email address

You will receive monthly notifications by the Prince William County Finance via email when the monies will be available in your account. The email will list units and individual payments for payees with multiple assisted units.

Return the above listed items 1) *ACH Payment Vendor Agreement*, 2) void check and 3) email address Prince William County Office of Housing and Community Development. Direct questions to Wanda Wilkins, Fiscal Technician at 703.792.7963 or by email [wbwilkins@pwcgov.org](mailto:wbwilkins@pwcgov.org)



# Other Forms for HCV Program

## DIRECT DEPOSIT AUTHORIZATION Attach Voided Check or Savings Account Deposit Slip

The diagram illustrates the process of filling out a Direct Deposit Authorization form. It shows three main components: a check, a voided check, and a deposit ticket. Arrows indicate the flow of information from the check and voided check to the deposit ticket.

**Check:** A check from "The Company" with check number 00452903. Red arrows point to the check number, routing and transit number (0011001090), and checking account number (887181854).

**Voided Check:** A voided check for John Q. Smith, 00452903, \$9999.99. Green arrows point to the Bank Routing Number (01234567890), Checking Account Number (098765432101234), and Check Number (99999).

**Deposit Ticket:** A form with fields for:  
- First/Last Name, Address, City, State, Zip  
- DATE  
- First Bank of You (with MICR line: @0150 @ 3034 @ 0015075100 @\*)  
- CHECKS BY TOTAL FROM OTHER SOURCE  
- SUB TOTAL  
- LESS CASH  
- NET \$

A circle with the letter 'D' is connected by arrows to the routing and transit number, checking account number, and check number fields of the deposit ticket.

15941 Donald Curtis Drive, Suite 112, Woodbridge, Virginia 22191 • 703-792-7530 • FAX: 703-792-4978 • VA Relay 7-1-1 •  
<https://www.pwcva.gov/department/housing-community-development>







**COUNTY OF PRINCE WILLIAM  
ACCOUNTS PAYABLE ACH Payments**

Return to 15941 Donald Curtis Drive Suite #112  
WOODBRIDGE, VA 22192-9201

Fax (703) 792-4978 Main # (703) 792-7530

<http://www.pwcgov.org>

Please return this completed form to the above address for processing.

Vendor # \_\_\_\_\_

Entered by (initials) \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in the Prince William County (PWC) ACH payment program. ACH payments are electronically deposited directly into your bank account, and it required as a recipient of payments as a vendor of the Housing Choice Voucher Program from the Office of Housing & Community Development (OHCD), saving you the time and cost of waiting for the mail and depositing checks. This program is free, fast, secure and easy. It is available to all registered Prince William County vendors and employees.

**Vendor Agreement – Automated Clearing House (ACH) Credits**

Vendor Name \_\_\_\_\_

SSN/ EIN \_\_\_\_\_ Remit Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I (Vendor) hereby authorize Prince William County Government, hereinafter called PWC, to initiate credit entries to my Checking Account  Savings Account  (select one) at the depository financial institution named below, hereinafter called Depository, and to credit the same to such account.

Nine-digit ABA routing number \_\_\_\_\_ These numbers are the first nine numbers in the bottom left-hand corner of your checks or savings deposit slip. Note: Some savings deposit slips may have a different ABA number than bank checks.

Account number \_\_\_\_\_ These numbers are the next group of numbers on the bottom of your check.

**PLEASE ATTACH A VOIDED CHECK OR A COPY OF A CHECK.** \*Savings deposit slips ABA routing number should be verified before attaching.

**A statement from your bank, on bank letterhead, with account information will substitute for a voided check.**

**\*Check or statement is not needed for employees if deposited in Payroll Direct Deposit account.**

If PWC funds to which I (Vendor) am not entitled are deposited in my account, I (Vendor) authorize PWC to direct the Depository to return those funds. I (Vendor) acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law and the rules set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until PWC has received a notice of termination from me, or a vendor representative, in such time and in such manner as to afford PWC a reasonable opportunity to act on it. I (Vendor) further acknowledge that any remittance information associated with payments that I (Vendor) receive will be made available to me through a Notification of Payment sent by PWC to the email address designated by me (Vendor).

Does your company receive any remittance that may be considered confidential, such as patient information protected under HIPPA? Please check: Yes  No

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Procurement User Name (optional) \_\_\_\_\_

Permanent Email address for Notification of Payment \_\_\_\_\_

(This email address should be a company specific email, such as accountsreceivable@company.com unless PWC employee, then employeename@pwcgov.org.)

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

**Request for Taxpayer Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	
	<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"/> LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Other Forms for HCV Program



Office of Housing and Community Development  
Joan S. Duckett, Director

## PROPERTY OWNER CERTIFICATION FORM

Property Owner Name: \_\_\_\_\_

*Property Owner: Please initial to the right of each item below, certifying that you have read, understand, and agree to the terms of participation in the Housing Choice Voucher Program.*

### OWNERSHIP OF ASSISTED UNIT

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

### PROOF OF OWNERSHIP

I understand that prior to approval of the HAP Contract by OHCD, I must submit and/or update the HCV Program's Affidavit of Ownership, listing the names and current addresses of all individuals having an ownership interest in the property, regardless of the legal entity that may hold title. I further understand that any changes to the list of owners and/or authorized agents must be reported to CHA in writing within 10 calendar days of the change.

### UNIT PROPERTY TAXES

I understand the status of a unit's property taxes will be checked against public records. A unit found to be delinquent in the payment of property taxes will not be eligible for lease under the HCV Program until the taxes have been paid in full. Proof of payment will be required.

### PROHIBITION ON LEASING TO RELATIVES

I certify that no member of the tenant family is the spouse, domestic partner, parent, child, grandparent, grandchild, sister or brother of the property owner, any principal, or the authorized agent without CHA's prior approval of Reasonable Accommodation.

### HOUSING STANDARDS COMPLIANCE

I understand that it is my obligation under the HAP Contract to perform necessary maintenance and to provide those utilities as contracted in my lease with the tenant so that the unit continues to comply with housing standards. I understand that I (or my representative) am solely responsible for the coordination of, and must be present for, initial inspection(s). I also understand that I have an equal responsibility with the HCV participant for ensuring that all subsequent inspections of the unit under contract take place.

### INSPECTION FAIL RATE

I understand that the goal is for units to pass their initial inspection. This can be greatly enhanced by an owner's pre-inspection walk-through and an owner accompanying the inspector on inspection day. Non-compliance could lead to denial of the RTA, suspension of the owner from the Program and/or HAP Contract termination.

### LEAD-BASED PAINT VIOLATIONS

I understand that lead orders issued by the Prince William County Health Department are a violation of housing standards. Units with outstanding lead orders will not be eligible for lease under the HCV Program. Proof of closed orders must be submitted.

15941 Donald Curtis Drive, Suite 112, Woodbridge, Virginia 22191 • 703-792-7530 • FAX: 703-792-4978 • VA Relay 7-1-1  
<https://www.pwcva.gov/department/housing-community-development>



# Other Forms for HCV Program

## TERMS OF THE LEASE

I certify that the terms of the lease that I use for voucher holders, including the length of the lease, which shall not exceed two years, adhere to the normal standards for market rate leases in Virginia.

## RENT REASONABLENESS

I understand that any tenant transfers, new tenant move-ins or rental increases may not exceed the reasonable rent as most recently determined or re-determined by OHCD and HUD.

## DIRECT DEPOSIT

I understand that all property owners will be required to utilize direct deposit of Housing Assistance Payments.

## TENANT RENT COLLECTION REQUIREMENT

I understand that it is my responsibility to collect the tenant's portion of the rent and that failure to collect the tenant's portion of the rent on a timely basis will be considered a Program violation.

## PROHIBITION OF SIDE PAYMENTS

I understand that the tenant's portion of the Contract Rent and any other agreements must be approved by OHCD and that the property owner is not permitted to charge any additional amounts for rent or any other item not specified on the lease and not specifically approved by OHCD.

## UNAUTHORIZED PERSONS

I understand it is a Program violation to allow anyone not approved by OHCD and listed as a tenant on the HAP Contract to reside in the assisted unit or to be listed on the Lease Agreement.

## VACANCIES

I understand that should the assisted unit become vacant, I am responsible for notifying OHCD immediately. I understand that relocating tenants to other units requires OHCD's prior consent. Death of an assisted tenant who is the sole household member immediately terminates the HAP Contract.

## VAWA REQUIREMENTS

I understand that under HUD's mandated Violence Against Women Act, OHCD may terminate my HAP Contract and allow a family to move/transfer.

## OWNER ORIENTATION

I am aware that training sessions or "owner briefings" are available and that OHCD strongly encourages owners and/or authorized agents to attend periodically. I certify that, as a property owner participating in the HCV Program, I fully understand the expectations of OHCD and will comply with the rules of the Program.

## CODE OF CONDUCT

I understand that it is a Program violation to threaten or engage in, or allow staff to threaten or engage in, abusive or violent behavior or criminal activity toward OHCD staff. Abusive or violent behavior includes verbal as well as physical actions. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may also be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

## INSPECTOR GENERAL

I understand that I have a duty to report to the Office of the Inspector General (OIG) any fraud, mismanagement, waste of funds or resources, abuse of authority, misconduct, conflict of interest, ethical violations or other improper acts involving OHCD business. I understand that I have a duty to cooperate with the OIG in any and all inquiries. I understand that failure to report and failure to cooperate with the OIG shall result in disciplinary action, such as removal from the HCV Program and disqualification from further transactions with OHCD.



Property Owner/Affiant Signature:

A light blue rectangular box with a small red arrow pointing to the right at the top left corner, used for redacting the signature.

Date:

A light blue rectangular box used for redacting the date.

**WARNING:** Title 18, US 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.

# Other Forms for HCV Program

## Voucher Housing Choice Voucher Program

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

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

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

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's 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) must be at least sixty days after date issued. Voucher is issued. (See Section 8 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 8. 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

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

### 2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.



# Other Forms for HCV Program

## 3. PHA Approval or Disapproval of Unit or Lease

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

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

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

## 4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
  - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
  - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
  - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  - 9. Request PHA written approval to add any other family member as an occupant of the unit.
  - 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
  - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - 2. Commit any serious or repeated violation of the lease.
  - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - 5. Sublease or let the unit or assign the lease or transfer the unit.



# Other Forms for HCV Program

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

## 5. Illegal Discrimination

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

## 6. Expiration and Extension of Voucher

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





# Other Forms for HCV Program

## Request for Tenancy Approval Housing Choice Voucher Program

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

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

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

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

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
<input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <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/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

Previous editions are obsolete



# Other Forms for HCV Program

## 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 responsibility.

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

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

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



# Other Forms for HCV Program



**PRINCE WILLIAM**  
COUNTY

Office of Housing and Community Development  
Joan S. Duckett, Director

## LOCAL INFORMATION SHEET

**LOCATION NO:** VA046

**EFFECTIVE 6-1-24 A F 89.95% 0.90%**

**PROGRAM:** HOUSING CHOICE VOUCHER

**Receiving AF \$99.94 0.80% Initial**

### *Income Limits Effective 4-1-2024*

**Extremely Low Income** - Gross household income **30%** area median income (AMI), adjusted for household size per the following table:

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$32,500	\$37,150	\$41,800	\$46,400	\$50,150	\$53,850	\$57,550	\$61,250

**Low Income** - Gross household income **50%** area median income (AMI), adjusted for household size per the following table:

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$54,150	\$61,900	\$69,650	\$77,350	\$83,550	\$89,750	\$95,950	\$102,150

**Moderate Income** - Gross household income **80%** area median income (AMI), adjusted for household size per the following table:

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$68,500	\$78,250	\$88,050	\$97,800	\$105,650	\$113,450	\$121,300	\$129,100

### *Payment Standards Effective 01/01/2025*

#### Group I

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5BR	6-BR	7-BR
Haymarket	20169	\$3,058	\$3,124	\$3,520	\$4,400	\$5,192	\$5,971	\$6,750	\$7,528

#### Group II

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5BR	6-BR	7-BR
Bristow	20136	\$2,706	\$2,761	\$3,113	\$3,894	\$4,587	\$5,275	\$5,963	\$6,651
Catharpin	20143								
Dumfries/Montclair	22025								
Manassas	20112								



# Other Forms for HCV Program

## Group III

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
Occoquan	22125	\$2,244	\$2,299	\$2,585	\$3,234	\$3,817	\$4,390	\$4,962	\$5,535
Quantico	22134								

## Group IV

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
Gainesville	20155	\$2,937	\$3,003	\$3,377	\$4,224	\$4,983	\$5,730	\$6,478	\$7,225

## Group V

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
Broad Run	20137	\$2,079	\$2,123	\$2,387	\$2,981	\$3,520	\$4,048	\$4,576	\$5,104
Nokesville	20182								
Manassas	20109 20111								
Woodbridge	22191 22192 22193								

## Group VI

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5BR	6-BR	7-BR
Dumfries	22026	\$1,991	\$2,035	\$2,288	\$2,860	\$3,377	\$3,884	\$4,390	\$4,897
Manassas	20110								

## Group VII

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
Triangle	22172	\$1,606	\$1,639	\$1,848	\$2,310	\$2,728	\$3,137	\$3,546	\$3,956

## Group VIII

Area	Zip Code	Efficiency	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
Nokesville	20181	\$1,661	\$1,705	\$1,914	\$2,398	\$2,827	\$3,251	\$3,675	\$4,099



# Other Forms for HCV Program

## VAWA LEASE ADDENDUM

<b>TENANT:</b>	<b>LANDLORD:</b>	<b>UNIT NO. &amp; ADDRESS:</b>

This lease addendum (Addendum) is incorporated into and made a part of the lease between the above referenced Tenant and Landlord for the above referenced unit (Lease).

- 1. Purpose of the Addendum:** This addendum amends the Lease to include protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994 (codified as amended at 42 U.S.C 14043e et seq.) (VAWA) and implementing regulations of the U.S. Department of Housing and Urban Development (HUD) at 24CFR part 5, subpart L. The Lease must incorporate these protections under this Addendum in order for rental assistance to be paid to the Landlord on behalf of the Tenant for the above referenced unit. Notwithstanding the title of VAWA, the protections are not limited to women but apply regardless of sex, gender identity, or sexual orientation.
- 2. Conflicts with Other Provisions of the Lease:** In case of any conflict between this Addendum and other provisions of the Lease, this Addendum shall prevail.
- 3. Effect on Other Protections:** Nothing in this Addendum shall be construed to waive any provision of any Federal, State, or local law that provides greater protection than this Addendum for victims of domestic violence, dating violence, sexual assault, or stalking.
- 4. Definitions:** As used in this Addendum, the terms "Affiliated Individual," "Bifurcate," "Dating Violence," "Domestic Violence," "Sexual Assault," and "Stalking" are defined in HUD's regulations at 24CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24CFR part 5, subpart A.
- 5. Term of Addendum:** This addendum will be a part of any additional lease or renewal agreement, between the above referenced tenant and landlord for the above referenced unit and shall continue in effect until either the tenant or the landlord terminates the tenancy at the above referenced unit, or as long as the Participant is occupying the unit.
- 6. Protections:**
  - a.** The Landlord will not evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for occupancy. [24CFR5.2005(b)(1).]
  - b.** The Tenant will not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. [24CFR5.2005(b)(2).]
  - c.** An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of the incident or incidents. [24CFR5.2005(c)(1).]

# Violence Against Women Act (VAWA)

## VAWA LEASE ADDENDUM

- d. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as “good cause” for termination of the tenancy or occupancy rights of the victim or threatened victim of the incident or incidents. [24CFR5.2005(c)(2).]
      - e. The Tenant may terminate the lease without penalty upon Prince William County (PWC) Office of Housing and Community Development’s (OHCD) determination that the Tenant has met the conditions for an emergency transfer to another unit under 24CFR5.2005(e).
- 7. **Compliance with Court Orders:** If the Landlord is notified of a civil protection order or other court order, nothing in this Addendum shall be construed to limit the Landlord’s authority to comply with that order with respect to the rights of access or control of property or with respect to the distribution or possession of property among or by members of the Tenant’s Household. [24CFR5.2005(d)(1).]
- 8. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, Or Stalking:** Nothing in this Addendum shall be construed to limit any otherwise available authority of the Landlord to evict the Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict. However, the Landlord shall not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict. [24CFR5.2005(d)(2).]
- 9. **Actual and Imminent Threats:**
  - a. This Addendum shall not be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. Words, gestures, actions, or other indicators will be considered an actual and imminent threat if they meet the following standards for an actual and imminent threat: *“Actual and imminent threat” refers to a physical danger that is real; would occur within an immediate time frame and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.* [24CFR5.2005(d)(3).]
  - b. If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. If the landlord imposes restrictions predicated on public safety, those restrictions will not be based on stereotypes, but will be tailored to particularized concerns about individual residents. [24CFR5.2005(d)(4).]

# Violence Against Women Act (VAWA)

## VAWA LEASE ADDENDUM

- 10. Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. "Bifurcate" means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants. [24CFR5.2009(a).]
- 11. Documentation:** Upon written notice to the Tenant, the Landlord may condition any protection described in this Addendum on the Landlord's receipt of a written determination by PWC OHCD that specifies a reasonable period for PWC OHCD to review the Tenant's information and provide a written determination of whether the Tenant is entitled to eviction protection, the Landlord shall suspend all efforts, actions, and rights to evict the tenant until the end of the period specified in the written notice by PWC OHCD. The written notice, written determination, and any other communication by PWC OHCD regarding the Tenant's eligibility for protections under this Addendum shall be maintained in strict confidence by the Landlord and otherwise treated as "Confidential Information" under this Addendum. [24CFR5.2007]
- 12. Confidential Information:** If the PWC OHCD provides written notice, written determination, or any other communication that the Tenant is a victim of domestic violence, dating violence, sexual assault or stalking entitled to the protections in this Addendum, the Landlord shall maintain in strict confidence any information the Landlord receives concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking. This information is "Confidential Information." The Landlord shall not allow any individual acting on its behalf or any persons within its employ to have access to Confidential Information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. The Landlord shall not enter Confidential Information into any shared database or disclose Confidential Information to any other entity or individual, except to the extent that the disclosure is requested or consented to in a time-limited release by the victim, required for use in an eviction proceeding or hearing regarding termination of assistance, or otherwise required by applicable law. [24CFR5.2007(c).]

\_\_\_\_\_  
Signature of Tenant (or Tenant Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Date

# Violence Against Women Act (VAWA)

[PRINCE WILLIAM COUNTY PUBLIC HOUSING AGENCY<sup>1</sup>]

## Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>

### To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>3</sup>. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

### Protections for Applicants

If you otherwise qualify for assistance under **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### Protections for Tenants

If you are receiving assistance under **[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under

**[PUBLIC HOUSING PROGRAM/HOUSING CHOICE VOUCHER PROGRAM]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

---

1. The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2. Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

3. Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



## Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

## Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

# Violence Against Women Act (VAWA)

## Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

## Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

# Violence Against Women Act (VAWA)

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- (1) Would occur within an immediate time frame, and
- (2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

## **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

## **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Christina S. Woodruff, Executive Director, Certified Victim's Advocate, Georgetown Housing Authority

## **For Additional Information**

You may view a copy of HUD's final VAWA rule at [[www.hud.gov](http://www.hud.gov)].

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

# Violence Against Women Act (VAWA)

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact

**The Rape, Abused & Incest National Network's National Sexual Assault Hotline 800-656-HOPE or online hotline at <https://obl.rainn.org/online>**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help from local agencies that offer services:

- **ACTS Domestic Violence Services by calling 703-221-4460 or their hotline at 703-221-4951.**
- **Virginia Family Violence & Sexual Assault Hot Line 800-838-8238**
- **ACTS Sexual Assault Services Hotline at 703-368-4141**
- **Other resources can be found at <https://www.pwcva.gov/department/criminal-justice-services/domestic-violence-resources>.**





# Inspections

## Passing the HCV Housing Quality Standards (HQS) Inspection- Commonly Failed Items

All property must pass a HCV HQS inspection before the property can be placed on the HCV program. The property passes inspection when it is in compliance with the HUD Housing Quality Standards and the GHA Acceptability Criteria Variations.

The following 25 items are the main reasons why most properties fail the inspection. Correcting these items prior to the inspection will give an estimated 95% assurance that the property will be in compliance with HQS and ACV and pass inspection.

The first 10 items are by far the most commonly failed items. The next 15 also have been found to contribute significantly to failed inspections.

**The items are listed in order of highest to lowest failure rate:**



1. Utilities not turned on. All utilities must be on and all appliances and equipment operable. The utilities may be in the landlord's name for the inspection, but must be transferred into the name of the tenant before the Housing Assistance Payment (HAP) Contract is executed.
2. Missing light globes.
3. Cracked/missing electrical switch plates and receptacle covers.
4. Windows painted shut.
5. Smoke detectors, missing batteries.
6. Chipping/peeling paint on siding, window sills, trim, porches, etc.
7. Open ground receptacles.
8. Foundation vents missing or foundation vent screening missing or damaged.
9. Water temps too high, must be between 100 and 120 degrees Fahrenheit (at tap).
10. Refrigerator temperature too high, must be no higher than 38 degrees.
11. Handrails required for four (4) or more risers.
12. Holes and cracks in foundation.
13. Doors: Must be weather tight with workable locks and no double cylinder deadbolts.
14. Handrails/guardrails: Maximum of 4" between vertical members.
15. No GFCI receptacles in kitchen and bathroom.
16. No attic access, R-19 or better insulation required in the attic.
17. Water Heater: Must have drain pipe to T & P relief valve, no leaks.
18. Broken/cracked window panes and windows without secure, workable locks.
19. Bathroom must have at least one window that can be opened or a mechanical vent system.
20. Storm doors: All components must be present and operable.
21. Bedrooms: No blocked egress (windows, doors) – at least one window must provide unobstructed egress from the room.
22. Stove: All burners and oven must be operable. All knobs must be present and marked.
23. Refrigerator: All components must be present and workable.
24. Gutters and downspouts must be sound and secure and free from hazard.
25. All dwellings units must display house numbers as assigned by the local jurisdiction.



## HCV Housing Inspection Check List

**The following is a partial listing of items that Landlords must be met in order to meet minimum HUD and GHA Standards.**

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Exterior Doors: Open, close, lock properly and weather sealed with a threshold and or/door sweep.</li> <li><input type="checkbox"/> Interior Walls: No loose peeling paint. No nail holes, cracks, buckling, bowing, or leaning walls. No loose, peeling paint, wallpaper, or paneling. Inoperable electrical wall space or baseboard heaters must be removed. All patched/ repaired areas must match in color/ texture to rest of wall. No holes in wall behind doors.</li> <li><input type="checkbox"/> Interior Doors: Open, close properly with workable privacy locks and door stops. No holes and patched/ repaired areas must match in color/texture as rest of door.</li> <li><input type="checkbox"/> Floors: Floor covering must be full coverage with no holes and flush to wall and properly attached at edges. Carpeted floors must be freshly cleaned with no piles/ridges. Floors should not have any holes, sagging, soft areas, buckling, deterioration, or tripping hazards.</li> <li><input type="checkbox"/> Kitchen: Stove/Range is not required to be furnished by the Landlord. If furnished by Landlord, then elements must be in proper working order and clean with drip pans. Inside range (oven) elements must be working and clean inside.</li> <li><input type="checkbox"/> Kitchen: All stove/range knobs must be properly attached and easily readable. Range hood exhaust fan and light must be in proper working order.</li> <li><input type="checkbox"/> Kitchen: Refrigerator is not required to be furnished by Landlord, but if furnished by Landlord, then all door gaskets, seals, door handles, shelves and racks must be in place and in good condition. Inside and outside of refrigerator must be clean and free from rust.</li> <li><input type="checkbox"/> Bathrooms: Needs tissue holder, towel rack, soap dish holder, tooth brush holder and medicine cabinet.</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Bathrooms: Bathtub with shower head that functions properly and exhaust fan or window are required.</li> <li><input type="checkbox"/> Bathrooms: Toilet must be properly secured to the floor and clean. Water tank must have correct type cover.</li> <li><input type="checkbox"/> Bedrooms: Smoke detectors must be within 10 feet of each other.</li> <li><input type="checkbox"/> Hall: Smoke detector required in hall .... battery type is ok.</li> <li><input type="checkbox"/> Ceiling: No holes, cracks, buckling, sagging, mildew, or loose, falling stipple.</li> <li><input type="checkbox"/> Windows: If designed to be opened must open, close, and lock properly.</li> <li><input type="checkbox"/> Windows: No cracked or broken panes.</li> <li><input type="checkbox"/> Bedroom windows: Window required in each bedroom/sleeping area. Each bedroom/sleeping area is required to have an unrestricted (window) egress in case of emergency/fire.</li> <li><input type="checkbox"/> Plumbing Fixtures: No leaks in water lines, faucets or sewage drain lines. Adequate water pressure and proper drainage for water and sewage. All plumbing fixtures must be clean and handles properly attached and secured.</li> <li><input type="checkbox"/> Water Heater: Must have temperature relief valve with discharge drain line run outside of dwelling within 6 inches of ground. Electrical wiring to and from water heater must be safe and meet residential housing codes.</li> <li><input type="checkbox"/> Electrical: Breaker/fuse box should be covered properly and with no blanks or empty spaces in box.</li> <li><input type="checkbox"/> Electrical: All receptacles, light switches and fixtures must be working properly. No broken/cracked receptacles cover plates. Light globes in place.</li> <li><input type="checkbox"/> Exterior of Unit: Unit needs to be clearly identified with house numbers easy to read from the road.</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Exterior of Unit: Steps/porches if 30' high or higher and/or has three (3) or more steps - must have handrails.</li> <li><input type="checkbox"/> Exterior of Unit: LEAD BASED PAINT - units built before 1978. Any peeling, cracked, chipped paint must be covered (with vinyl) or scraped and repainted and chips removed from the ground. This includes fascia, soffit, windows, and window seals.</li> <li><input type="checkbox"/> Exterior of Unit: No cracked/chipped/ peeling paint or deteriorating wood on fascia, soffit, windows, etc.</li> <li><input type="checkbox"/> Exterior of Unit: Asbestos siding on exterior of unit will not be approved.</li> <li><input type="checkbox"/> Exterior of Unit: Exterior walls are to be free from holes and deterioration. No mold or mildew on exterior</li> <li><input type="checkbox"/> Exterior: Foundation must be underpinned with no cracks, holes, or missing foundation vents. Foundation access door must open and close properly.</li> <li><input type="checkbox"/> Exterior: Grounds must be of safe and sanitary condition. No livestock pens, trash dumps. Inoperable or unlicensed vehicles, no timber/lumber piles.</li> <li><input type="checkbox"/> Exterior: Area around unit must be clean and neat with no excessive vegetation. Vegetation/tree limbs should not be touching the unit.</li> <li><input type="checkbox"/> Exterior: The HVAC should be free of vegetation and no debris, junk, trash on or around it. HVAC duct work should not be bent or in disrepair.</li> <li><input type="checkbox"/> Roof: No water leaks/rotting wood on roof, eaves, fascia or soffit.</li> <li><input type="checkbox"/> Sewage: Septic tanks and connections must be approved by an appropriate agency.</li> </ul> |
|---|--|--|

**It is not possible to cover every item in a unit/house that might need repair(s) or improvement(s). The list below is a partial listing of items that must be met in order to meet minimum HUD and Georgetown Housing Authority Standards**







---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---





