



Owner's Handbook

Assisted Housing Division

Section 8

Housing Choice Voucher Program

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Table of Contents

I.	<u>Program Overview</u>	
	Introduction to Housing Choice Voucher (HCV)	3
	Limited English Proficiency	3
	Fair Housing Laws	3
	The Violence Against Women Act (VAWA)	4
II.	<u>The Roles</u>	
	The Role of HUD	4
	The Role of New Hampshire Housing	5
	The Role of the Family	5
	The Role of the Owner	6
III.	<u>The Steps</u>	
	Steps For Renting to a Voucher Holder	6
	Screening Tenants	7
	Inspections	7
	Inspection Criteria	8
	Housing Quality Standards (HQS)	9
	Disapproval of a Unit	11
	Family Violations of HQS	12
	Lead Based Paint	12
IV.	<u>Rent</u>	
	Rent	13
	Section 8 Housing Assistance Payment (HAP) Contract	14
	New Hampshire Housing's Role in Ending Tenancy	14
	Tenant Termination from HCV Program	15
	Program Fraud	15
	Submitting a Rental Property to our website	16

Appendix Index

- A - EPA-HUD Fact Sheet – Lead Based Paint Poisoning
- B – Housing Assistance Payments Contract and Tenancy Addendum
- C - Violence Against Women's Act (VAWA) Owner's Notice

I. Program Overview

Introduction to the Housing Choice Voucher Rental Assistance Program

New Hampshire Housing (NHHFA) is pleased to make this Owner Handbook available as a guide to HUD requirements and NHHFA's policies and procedures.

- NHHFA provides Section 8 Housing Choice Voucher (HCV) rental subsidies under contract with HUD for over 3,500 families throughout the State of New Hampshire.
- NHHFA is responsible for determining applicant and tenant income eligibility, inspecting units to ensure HUD's Housing Quality Standards are met, and negotiating fair and reasonable rents that reflect the local housing and rental market.
- NHHFA promotes regional and community housing opportunities, neighborhood stability, and economic and self-reliance for families.

Please call our office with any concerns, questions or suggestions.

Limited English Proficiency (LEP)

It is New Hampshire Housing's policy to take reasonable steps to provide meaningful access to our programs and activities for persons with Limited English Proficiency (LEP). Our policy ensures that staff will communicate effectively with LEP individuals, and that LEP individuals will have access to important programs and information. New Hampshire Housing is committed to complying with federal requirements and provides free meaningful access to our programs and activities for LEP clients. If a client asks for language assistance, or if staff identifies a client who needs assistance, New Hampshire Housing will make reasonable efforts to provide free language assistance.

Fair Housing Laws

Fair Housing Laws exist to ensure all tenants are treated fairly and equally in their search for housing, whether looking to own or rent. New Hampshire Housing is dedicated to these Fair Housing laws and to making sure that the owners and tenants are aware of their rights and responsibilities under them.

An owner cannot refuse to rent to anyone solely because of their race, color, religion, sex, disability, familial status, national origin, age, marital status or sexual orientation.

Discrimination may include:

- Setting different terms or conditions for different people.
- Advertising in a discriminatory way. For example: No children.
- Denying a unit is available when it actually is available.

For more information, please see: HUD Notice 2010-26

https://www.hud.gov/sites/documents/DOC_8993.PDF

Office of Fair Housing and Equal Opportunity: www.fheo.gov.

The Violence Against Women's Act (VAWA)

The Violence Against Women Act (VAWA) and Justice Department Reauthorization Act of 2013 protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of violence against them. These provisions apply both to public housing agencies administering public housing and Section 8 programs and to owners renting to families under Section 8 Rental Assistance Programs.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The law also provides that any incident of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

For additional information visit our website: www.nhhfa.org.

VAWA Owner's Notice http://www.nhhfa.org/assets/pdf/VAWA_OwnersNotice.pdf

HUD Notice PIH 2017-08: VAWA Reauthorization Act of 2013

<https://portal.hud.gov/hudportal/documents/huddoc?id=PIH-2017-08VAWRA2013.pdf>

II. The Roles

The Role of HUD

The US Department of Housing and Urban Development (HUD) provides rent subsidies to eligible, low-income individuals and families in the form of Section 8 Housing Choice Vouchers. HUD allocates the subsidies to New Hampshire Housing who administers the program on behalf of HUD throughout the State of New Hampshire.

The subsidy in the Housing Choice Voucher Program is determined by a formula using the lower of the gross rent (rent plus the New Hampshire Housing utility allowance), or the payment standard and 30% of the family's income. We are required to figure out whether the family's portion of the rent is more than 40% of their monthly adjusted income before approving a unit.

The Role of New Hampshire Housing

New Hampshire Housing has four areas of responsibility:

1. To determine family eligibility for the Housing Choice Voucher (HCV) Program.
2. To inspect units to ensure compliance with HUD Housing Quality Standards (HQS).
3. To review leases between participating property owners and tenants.
4. To execute contracts with and make Housing Assistance Payments to property owners.

New Hampshire Housing does not act as the property owner or manager. It is the responsibility of the property owner to screen and select the tenant and to enforce the terms of the lease.

The Role of the Family

The family must meet all program obligations in order to maintain participation in the HCV Program, as outlined in the Statement of Family Responsibility.

Examples of family obligations include:

- Providing New Hampshire Housing with income information and family composition as needed to verify program eligibility and to calculate rent subsidies.
- Allowing New Hampshire Housing to conduct annual inspections of the unit.
- Not engaging in drug-related or violent criminal activity.

Failure to comply with these program responsibilities may result in a family's termination from the HCV program.

Tenants also have obligations to the property owner, which are outlined in the lease. Examples of tenant obligations are:

- Paying the rent in full on a timely basis each month.
- Maintaining the unit in good condition.

Failure to comply with the lease obligations may result in termination of the lease and eviction of the tenant from the unit through court action. The property owner, not New Hampshire Housing, has the authority to terminate a lease or institute eviction proceedings. If the family violates their obligations, New Hampshire Housing has the right to terminate housing assistance payments made to the owner on behalf of the family. Payment continues throughout the eviction process unless suspended for another reason but no payment can be made after the tenant moves out.

The Role of the Owner

As a participant in the Section 8 Rental Assistance Program, the property owner has the following responsibilities:

- Screen, select and enter into a lease with the tenant.
- Honor and enforce the terms of the lease and contract.
- Maintain the unit in a safe, decent and sanitary condition.
- Conduct normal property owner functions (rent collection, property maintenance) in accordance with the terms of the lease and local and state law.

III. Steps for Renting To A Voucher Holder

- Ask the potential renter for their New Hampshire Housing Rental Assistance Manager's name and phone number.
- Contact the Rental Assistance Manager for an explanation of the program and to answer any questions about the subsidy program to guide you through the process. Include a discussion of rent and utilities for the unit.
- Decide whether you wish to rent to the New Hampshire Housing voucher holder.
 1. Screen the client.
 2. Follow your normal process when deciding to rent to an individual or family, which may include running a credit check or calling for references.
- Complete the following forms:
 1. Request for Tenancy Approval
<http://www.nhhfa.org/assets/pdf/RequestforTenancyApproval.pdf>
 2. W-9 form <https://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>
 3. Electronic Fund Enrollment form <http://www.nhhfa.org/assets/pdf/ACH-enrollmentform.pdf>
- Set up an inspection with the New Hampshire Housing Rental Assistance Inspector.
- Complete any needed repairs. When repairs are completed and verified and a move-in date has been agreed upon, New Hampshire Housing will prepare paperwork and a contract package will be mailed to you.
- Request that the tenant sign your lease, pay a security deposit and move in. The initial term of the lease must be for one year. The lease can be month-to-month once the initial one-year term has expired.
- Electronic fund transfers for New Hampshire Housing subsidy portion will be wired directly to your financial institution, on the first business day of the month.

Note: The unit must pass inspection and the lease (signed by the owner and family) and the contract (signed by the owner) must be returned to New Hampshire Housing via fax or mail before payment will be made. Faxing paperwork will result in the fastest turnaround time.

Screening Tenants

Selection of a family for participation in our program does not mean that New Hampshire Housing has screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility. To follow the Fair Housing act, use the same process you follow for unassisted tenants.

You might consider such things as:

- Payment of rent and utility bills.
- Caring for a unit and premises.
- Respecting the rights of others to the peaceful enjoyment of their housing.
- Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others.
- Compliance with other essential conditions of tenancy.

Upon request, New Hampshire Housing can release the family's current address, their current landlord's name and address, and the name and address of prior owners. New Hampshire Housing policy, under HUD guidelines, does not allow us to supply any further information to prospective owners.

Inspections

Prior to the owner receiving a subsidy payment, the unit must be inspected to ensure compliance with HUD Housing Quality Standards (HQS). These standards were created to ensure all housing subsidized by New Hampshire Housing meets acceptable criteria for safety, cleanliness and comfort. It is preferable that the unit be vacant at the time of inspection. The purpose of having the unit vacant is to allow the inspector to view the unit in move-in condition.

All utilities should be in full working condition even if the tenant will ultimately be responsible for the payments of these utilities. If the utilities are not operable at the time of the inspection, an inconclusive rating will be given to that portion of the inspection until the inspector can verify the utility requirement. The inspector must be able to access all common areas and the basement of the building.

New Hampshire Housing conducts inspections every other year. The family must allow the New Hampshire Housing inspector to inspect at a reasonable time with reasonable notice. Two failed

inspection attempts will result in termination of assistance. The process typically begins 90-120 days prior to the inspection date. A person 18 years of age and older must be present for the inspection.

Inspection Criteria:

The inspector will be looking at many criteria during the inspection. Key items are:

- **Sanitary facilities:** The condition and cleanliness of the bathroom facilities. The inspector will make sure that all equipment is in working order and does not present any safety/health concerns for the tenant.
- **Food preparation and refuse disposal:**
 - The unit must have suitable space and equipment to store, prepare and serve food in a sanitary manner.
 - The unit must have an oven, stove or range, and a refrigerator of appropriate size for the family. All of these appliances must be in proper working condition. These appliances may be supplied by either the landlord or the tenant. If the tenant is supplying the stove, he/she may substitute a microwave oven. If the owner is supplying the stove, a microwave may be substituted if the tenant agrees and if the owner supplies microwave ovens instead of stoves to both subsidized and unsubsidized tenants.
 - There must be a kitchen sink in proper working condition
- **Space and security:** There must be adequate space for the size of the family. The general rule is two persons per living/sleeping area. Security needs must be provided for the family including the requirement that first floor windows must lock or must be combination storm windows.
- **Thermal Environment:** All units must provide adequate heating and ventilation for the tenant. A heating system service ticket on the heating unit itself also will help the inspector to determine if the unit is maintained and serviced on a regular basis.
- **Illumination and Electrical:** Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. There must be at least one window in each living/sleeping room. All electrical systems in the unit must be in proper operating condition and not present any safety or health hazards. Electrical outlets must be properly grounded.
- **Structural soundness:** Structural soundness of the interior of the unit and the exterior of the building are taken into consideration during the inspection. The interior and exterior walls or floors cannot have serious defects such as bulging, leaning, large holes, loose surface materials or other serious damage.
- **Safety:** Electrically-powered/hard wired smoke detectors are required per New Hampshire State Fire Code. Smoke detectors are best placed between the bedroom areas and the rest of the unit. In addition to smoke detectors outside the sleeping areas, the National Fire Protection Association

also requires the installation of a smoke detector on each additional story of the family unit, including the basement.

Carbon Monoxide (CO) Detectors: are now required under New Hampshire State Law (RSA 153:10a). The CO Detectors must have battery back-up and be electrically powered, either by being hard wired or plug-in as noted in the bulletin from the State Fire Marshall.

<http://www.nh.gov/safety/divisions/firesafety/bulletins/documents/CObulletinaddendum.pdf>

New Hampshire Housing has adopted the National Fire Protection Association standard for smoke detectors, carbon monoxide detectors and overall fire protection and safety (Chapter 153 State Board of Fire Control, Information Bulletin 2009-007 Addendum Office of the State of New Hampshire Fire Marshall). <http://www.gencourt.state.nh.us/legislation/2011/HB0317.html>

Buildings that do not have attached garages or any fuel-fired or solid fueled appliances or devices are exempt from the requirements. The property owner is responsible to know the law and to maintain both smoke detectors and CO detector systems in good working order.

The above items are a sampling of the criteria used to determine the acceptability of a unit for assisted housing subsidy. While there are additional requirements to be met, the items above are meant to give a general idea to the property owner if his/her unit would be a candidate for the HCV Program. The owner and tenant may save time and unnecessary delays in paperwork by being aware of these items prior to inspection.

Housing Quality Standards (HQS)

Please use this checklist to help determine if the unit will pass basic inspection guidelines. A New Hampshire Housing representative will inspect the unit to see if it will qualify for the program.

Yes **No**

The Building Exterior

___ ___ Are foundation, stairs, rails, gutters, and porch sound and free from hazards and deterioration?

___ ___ Is there a handrail if the unit has four or more steps?

___ ___ Are the chimney and other brickwork free of loose bricks and mortar?

___ ___ If you have a child under age 6, is the paint chipping, peeling or cracking?

Living Room

___ ___ Are there two working electrical outlets or one outlet and one light fixture?

___ ___ Can first floor windows be locked or are there combination windows?

___ ___ Are the windows and frames in good condition?

___ ___ Are walls, ceilings and floors in good condition?

___ ___ If you have a child under age 6, is the paint peeling, chipping or cracking?

Kitchen

___ ___ If appliances are provided, are they working properly?

___ ___ Is the plumbing free from leaks and working properly?

___ ___ Are there two working electrical outlets or one outlet and one light fixture?

- ___ ___ Can all first floor windows be locked and are they in good condition?
- ___ ___ If you have a child under the age of 6, is the paint peeling, chipping or cracking?
- ___ ___ Is there adequate space for storage and food preparation?

Bathroom

- ___ ___ Are the tub, sink, shower and toilet in good condition and working properly?
- ___ ___ Is there an air vent or an openable window with a lock?
- ___ ___ Are floors, ceilings and walls clean and in good condition?
- ___ ___ Is there at least one light fixture?

Bedrooms

- ___ ___ Does each bedroom have a window in good condition?
- ___ ___ Does the bedroom window lock or have combination windows if the bedroom is on the first floor?
- ___ ___ Are there two working electrical outlets or one outlet and one light fixture in each bedroom?
- ___ ___ Are floors, ceilings and walls clean and in good condition?
- ___ ___ If you have a child under age 6, is the paint peeling, chipping or cracking?

Other Rooms and Areas

- ___ ___ Do the furnace and water heater work?
- ___ ___ Are the furnace and water heater in good condition?
- ___ ___ Does the unit contain working, hard-wired smoke detectors? (Hard-wired smoke detectors are required on each level, including the basement and common halls). If a hearing impaired person intends to occupy the unit, the smoke detector must include an alarm system designed for hearing impaired persons.
- ___ ___ Does the unit have CO detectors?
- ___ ___ Does the hot water heater have a pressure relief valve and discharge line that is 6 to 8 inches from the floor?
- ___ ___ Does the unit have at least two exits? (Any window is an acceptable exit on the first or second floor).
- ___ ___ Are all rooms well-lit and free from electrical hazards?
- ___ ___ Are the house and yard free from trash and other debris?
- ___ ___ Does the furnace provide adequate heat for all rooms?
- ___ ___ Is the unit clean and ready for move in?

Examples of Common Fail Items at Inspection

- Defective paint.
- Poor window condition.
- Missing outlet covers and switch plates.
- Exposed wires and open junction boxes in basement.
- Non-functioning smoke detectors; not enough smoke detectors for the size of the unit; or poor placement of smoke detectors.
- Failure to provide electrically-powered/hard wired smoke detectors per the New Hampshire State Fire Code.
- Failure to provide carbon monoxide detectors as required by New Hampshire State law.
- Ungrounded outlets

Disapproval of a Unit

New Hampshire Housing must not approve a unit if HUD notifies us that the owner is debarred, suspended or subject to a limited denial of participation under HUD Regulations 24 CFR Part 982.306. When directed by HUD, owners must be denied if:

- The federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

New Hampshire Housing may deny approval for the following reasons:

- The owner has violated obligations under a housing assistance payments contract under Section 8.
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with HQS for units leased under the tenant based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program. Non-compliance with HQS where an owner has had a contract termination for failure to comply with HQS and the finding is determined to be of a serious nature.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines or assessments.

- The owner owes money to New Hampshire Housing for overpayments of housing assistance and has not made arrangements to repay the debt.

Family Violations of Housing Quality Standards

The family is responsible for violations of Housing Quality Standards (HQS) caused by any of the following:

- Failure by the tenant to pay for utilities that the owner is not required to pay for.
- Failure by the tenant to provide and maintain any appliances that are not provided by the owner.
- Damages caused by any member of the household or guest to the dwelling unit or premises beyond normal wear and tear (which cause an HQS failure).

Any life threatening HQS violation caused by the family must be corrected by the family within 24 hours or less. Any other family-caused defects must be corrected by the family within 30 calendar days or less (or any New Hampshire Housing approved extension).

Lead-Based Paint

The purpose of addressing the Lead Based Paint (LBP) issue is to implement the LBP Poisoning Prevention Act by establishing procedures to eliminate the hazards of LBP poisoning for units assisted under the HCV Program. This is a general guideline for property owners concerning Lead Based Paint.

Buildings constructed prior to 1978 with children under six years of age living in the household, are required to undergo visual inspections for defective paint surfaces (surface on which the paint is cracking, scaling, chipping, peeling or loose) at both initial and annual inspections. After September 15, 2000, the requirements include using Safe Work Practices to repair any defective paint, using qualified or supervised workers to complete the work and perform a clearance test to ensure that all hazards have been handled.

Prior to execution of the HAP contract, the owner must inform New Hampshire Housing and the family of any knowledge of the presence of lead-based paint on the surfaces in the unit. This certification is on the lead paint form which comes with your contract package. Please keep it on file for seven years.

Any questions or concerns regarding this section should be directed to the Rental Assistance Manager.

For more information on lead-based paint, please visit our website: www.nhhfa.org
Resources/Lead Hazard Control Information

- Protect Your Family From Lead in Your Home Booklet
- EPA – HUD Fact Sheet - **(Appendix A)**

Helpful link: <http://www.hud.gov/offices/lead/hhi/index.cfm>

IV. Rent

Rent

The lease will state the total contract rent for the unit. The tenant's rent share is based upon his or her income, family composition and payment standard and may change during tenancy. New Hampshire Housing will notify both the property owner and the tenant of any changes. The tenant can never pay more than the amount authorized by New Hampshire Housing. The owner may not charge or accept from the tenant any additional payments except what is authorized by New Hampshire Housing.

Rent Reasonableness: New Hampshire Housing is required to keep subsidized rents in line with the private housing market and does not automatically approve contract rents equal to the Payment Standard. This is known as "rent reasonableness". Rent offers are evaluated by the Rental Assistance Manager, who determines "reasonable rent" on a unit-by-unit basis, taking into consideration current market rents in a given community, size, condition, location, and amenities of the unit being inspected. HCV rents can never exceed rent charged for a comparable unassisted unit in the same building.

Security Deposits: Under the terms of the lease, the property owner is permitted to collect a security deposit in accordance with New Hampshire State Law. This amount should not be in excess of amounts charged by the owner to unassisted tenants. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner should collect the balance from the tenant.

Additional Provisions: The tenant and property owner may add their own provisions to the lease. Specific issues to consider include: pet policy, late fees, parking policy. An owner may exert control over tenant activities for any tenancy by including lease provisions on business use of the unit, and by enforcing such lease provisions. The lease, or owner's house rules under the lease, may require the tenant to get the owner's permission for any business use of the property, and may otherwise regulate use of the unit for business purposes.

Modification to the Lease/Offer of a New Lease: The owner may offer the tenant a proposed new lease to take effect any time after the first anniversary of the current lease. The tenant must be given a 60-day written notice of the proposed change. Changes in the terms of the lease regarding the utilities will be reflected in a Lease Addendum. In most cases, changing the responsibility for the utilities will affect the contract rent.

Rent Increases: After the initial one-year lease term has ended, the owner may request a rent increase by providing both New Hampshire Housing and the tenant with a written request for an increase. This notice, which must be received 60 days in advance of the proposed increase, must state both the new rental amount and the date from which the increased rent is payable. Rent reasonableness has to be determined for any proposed rent increases.

In most cases, the tenant will absorb the entire increase. The owner is encouraged to discuss any proposed increase with the tenant. However, an increase in the contract rent does not necessarily mean an increase in the tenant's share of the rent. The tenant's portion will be re-calculated and will be based on their income not the total rent.

Termination of Tenancy: The procedures for terminating a tenancy are the same for a subsidized tenant or a non-subsidized tenant and must be done in accordance with New Hampshire State law and the lease. Please keep New Hampshire Housing informed of all actions taken. Subsidy payments will continue during the eviction proceedings (as long as the tenant remains in the unit) provided that the payments have not been suspended for other reasons such as HQS violations or the family's termination from the subsidy program.

Section 8 Housing Assistance Payment (HAP) Contract

The owner and tenant must enter into a lease before a HAP contract can be executed. The HUD Tenancy Addendum is an attachment to the lease (Appendix B). Please note – New Hampshire Housing is not a party to the lease.

What is required in the lease?

- The name of the owner and tenant.
- The address of the rental unit.
- The term of the lease (initial term and any provisions for renewal).
- The monthly rental amount due to the owner.
- A specification of which utilities are to be supplied by the owner, and which utilities are supplied by the family.
- A specification of appliances supplied by the owner, and appliances supplied by the family.

The start of the lease and contract are contingent upon the unit passing inspection and agreement between New Hampshire Housing and the property owner as to the contract rent. To initiate payment for a new tenancy, New Hampshire Housing requires the following:

- A lease - signed by the property owner and tenant.
- A contract - signed by the property owner and New Hampshire Housing. A sample contract is found in Appendix B.
- W-9 tax form.

Change of Ownership: The Rental Assistance Manager must be notified if ownership of the leased unit changes during the tenancy. An Assignment of Lease and Contract must be signed by the new owner so that New Hampshire Housing may transfer the subsidy payments.

New Hampshire Housing's Role in Ending Tenancy

If a tenant fails to meet their obligations under the lease or violate other family obligations, New Hampshire Housing may terminate their housing assistance. It is the owner's responsibility to enforce the lease and any other proceedings including eviction. New Hampshire Housing is not the owner or manager and has no authority to evict the tenants.

Tenant Termination from the HCV Program

A family's participation in the HCV Program may be terminated in the following circumstances:

- The family voluntarily withdraws from the program.
- The family's income increases resulting in no housing assistance payment to be made for 180 days.
- The family fails to meet their Family Obligations under the program.

The owner will be advised if the family's rental assistance is terminated. If New Hampshire Housing terminates rental assistance for the family the HAP contract terminates automatically.

Program Fraud

New Hampshire Housing is committed to protecting the integrity of the HCV Program.

If you have reason to believe that any fraudulent activity is taking place in connection with the HCV Program, report the matter promptly. You can use the Fraud/Compliance Report form when submitting a written report. Staff will follow up on all reports of program violations using all the resources available under the regulations. <http://www.nhhfa.org/assets/pdf/FraudReportForm.pdf>

Please provide as much information as possible regarding the person(s) you are reporting and the nature of the violations. The more information that is reported, the better chance there is of determining if fraudulent activity has taken place. Without sufficient information, we will be not be able to investigate the suspected activity.

Due to confidentiality requirements, New Hampshire Housing cannot comment on actions taken after the allegation is reported. It is not possible to obtain the status of the investigations. However, we assure you that all allegations will be reviewed to determine whether fraud is taking place and the proper penalties will be issued if fraudulent activity is discovered.

Please mail or fax the Fraud/Compliance Report form as follows:

1. Mail: New Hampshire Housing
 Attn: Assisted Housing Division
 P. O. Box 5087
 Manchester, NH 03108-5087
2. Fax: (603) 472-8729
 Attn: Assisted Housing Division

Examples of fraudulent activities by property owners:

- If the property owner receives payment in excess of the rent stated in the lease and contract, as determined by New Hampshire Housing.

- If the property owner receives payment for a unit which is not occupied by members of the family as listed on the contract.
- If the property owner receives payment for a unit in which the assisted family has vacated.

If an owner commits fraud or other program abuse New Hampshire Housing may take action including:

- Deducting the amount of any overpayment from amounts due the property owner.
- Terminating the Housing Assistance Payments Contract.
- Determination of ineligibility for future participation in the HCV program.

Examples of program abuse/fraud by assisted families include:

- Failure to report income or assets to New Hampshire Housing.
- Allowing unauthorized individuals to reside in the contract unit.
- Owning or having any interest in the contract unit.

If a family commits fraud or other program abuse, New Hampshire Housing may take action including making mandatory repayment to New Hampshire Housing for all Housing Assistance Payments made as a result of fraudulent information or termination from the HCV Program.

Submitting A Rental Property To Our Website:

New Hampshire Housing provides a list of apartments for rent through owners who are willing to participate in the Housing Choice Voucher Program. Owners may submit a rental unit by completing the form through the link below.

<http://www.nhhfa.org/vacant-unit-listing>

Units will be placed on the list for a period of two months. If a unit remains vacant after that time, please resubmit the unit to be reinstated to the vacancy list.

New Hampshire Housing has not pre-approved these units. The information is provided for housing search assistance only.



FACT SHEET

APPENDIX -A-

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

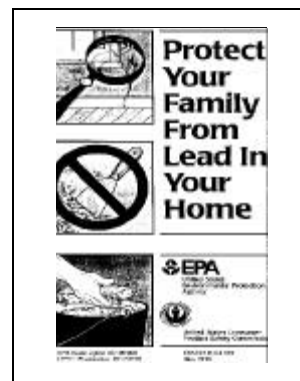
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

TYPE OF HOUSING COVERED

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

TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.

- Foreclosure sales.

EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm

WWW: <http://www.epa.gov/opptintr/lead/index.html>
<http://www.hud.gov>

Dial up: (919) 558-0335

FTP: [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)

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

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2018)**

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

Instructions for use of HAP Contract

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

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

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

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

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

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

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

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

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract This

HAP contract has three parts:

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

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

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

7. Initial Housing Assistance Payment

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

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

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

**Signatures:
Public Housing Agency**

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

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

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

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

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

- b. criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

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

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

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

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development**
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
-

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c Criminal activity or alcohol abuse.

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

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

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

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

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

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

d Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

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

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

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

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

e. Protections for Victims of Abuse.

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

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

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

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

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

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

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

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

17. Definitions

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

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

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

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

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

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

16. Notices



NEW HAMPSHIRE HOUSING FINANCE AUTHORITY (NHHFA)

NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS

UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault or stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through NHHFA's HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) 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
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)
- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)
 - i. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat consists of 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. (See 24 CFR 5.2003.)

Any eviction due to “actual and imminent threat” should be utilized by an owner 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 or develop 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. (See 24 CFR 5.2005(d)(4).) barring the perpetrator from the property, contacting law enforcement to **Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking** If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document:
 - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - 2) Signed by the applicant or tenant; and
 - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual’s failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual’s right to challenge the denial of assistance or termination, nor does it preclude the individual’s ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting 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. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

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.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers/Resources

Victims of domestic violence, dating violence, sexual assault, or stalking should contact the local police and the New Hampshire Coalition Against Domestic and Sexual Violence. <http://www.nhcadsv.org>

National Domestic Violence Hotline: 1-800-799-7233

Statewide Hotlines:

Domestic Violence: 1-866-3574

Sexual Assault: 1-800-277-5570

Further, residents in New Hampshire can contact the local 2-1-1 call center to obtain information and other services that may be available. <http://www.211nh.org>.

Definitions

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.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

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.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Attached:

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
NHHFA VAWA Notice of Occupancy Rights