



Housing Choice Voucher Information Booklet

The Applicant & Participant's Guide to the Housing Choice Voucher Program

REASONABLE ACCOMMODATION & VIOLENCE AGAINST WOMEN ACT

If you or anyone in your household is a person with disabilities and requires a specific accommodation in order to fully comply with this notice or if you are a victim or threatened victim of domestic violence, dating violence, or stalking, you have certain protections under the Violence Against Women Act (VAWA), please contact the THDA's 504 Coordinator at 615.815.2165 or email RARequest@thda.org.



HOW THE PROGRAM WORKS

The following is a basic guideline of how the Housing Choice Voucher (HCV) Program works.

1. **Eligibility Determination.** The THDA must determine whether a family is eligible for assistance under the HCV Program according to HUD and the THDA guidelines in the THDA's Administrative Plan.
2. **Voucher Issuance and Term.** If the THDA determines that the family is eligible, then a Housing Choice Voucher packet is issued to the family to begin their search for a rental unit. The term of the voucher is 60 days and the expiration date is listed on the voucher along with the number of bedrooms that the family qualifies for. The family must locate a unit and return a Request for Tenancy approval before the voucher expires or the family will be denied participation in the Program.
3. **Voucher Extension.** Automatic voucher extensions may not be permitted. With director approval extensions may be granted for eligible households.
4. **Where the Family May Lease.** There are no designated Housing Choice Voucher units. Eligible unit types include apartments, houses, and certain types of mobile homes. The elderly and disabled may also choose to live in a group setting, such as a group home or an assisted living facility. The unit must be privately owned. The family receiving assistance cannot have any financial interest in the unit unless they are a participant in the Homeownership Voucher Program or are a mobile home owner leasing a pad. The owner of the unit may not be related to you (mother, father, stepmother, stepfather, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, uncle or aunt) or any other member of the household, unless the family includes a member with a disability. Rental assistance cannot be used in a unit that is already subsidized, such as public housing. Families may not receive assistance under two programs at one time. For example, a family may not live in public housing and rent a unit under the Housing Choice Voucher program. This is called a "double subsidy". It is possible to use Housing Choice Voucher assistance in Rural Development apartments and low income housing tax credit (LIHTC) developments. The unit and immediate neighborhood must not have an unacceptable rate of crime, most particularly violent or drug crimes.

You must lease up in the THDA Field Office jurisdiction that covers the county which you applied for, for at least twelve (12) months before you will be eligible to transfer your assistance to another THDA Field Office or Public Housing Agency outside THDA jurisdiction, unless the head of household or spouse was a resident of the county you applied for on the date of your application. To view the counties that this Field Office administers review the THDA Contact Information that is included in this booklet.

5. **What are the advantages of living outside of low-income communities?** The potential benefits include better quality housing, improved services, increased neighborhood amenities (schools, health care, employment), and a safer environment relative to what is available in most low-income areas.
6. **May a Landlord Refuse to Rent to Me or Participate in the HCV Program?** Owners are not required to participate in the HCV Program. Owners may screen prospective tenants, but they must apply the same screening criteria to voucher holders that they apply to nonsubsidized tenants. For example, they may check credit or former landlord references. The THDA will provide potential landlords the name and address of your current and previous landlords to assist them in their screening. However, if you think an owner is refusing to rent to you because of race, color, creed, religion, disability, age, or familial status, you may file a discrimination complaint by completing the Housing Discrimination Complaint Form at the end of this booklet.

7. How to Locate Housing.

- You may be living in a rental unit that is acceptable for the program. Just ask your landlord if they are willing to accept a Housing Choice Voucher and check with the THDA staff. The unit must be the correct size, it must pass inspection, the rent must be within the guidelines, and the owner must be willing to enter into a new lease agreement.
- Go to www.tnhousingsearch.org and search for a rental unit online. This is an online housing locator for rental units. You may search by different criteria, including unit size, city or county. If you do not have Internet access, you may also call 1-877-428-8844 and someone will assist you with an online search by phone.
- A person with a disability may also utilize www.tnhousingsearch.org to search for units designed for persons with disabilities.
- Check local newspapers and ads, with local realtors, online, with local apartment managers, ask friends and relatives if they know of rental units, drive through neighborhoods looking for vacant units.

8. THDA Policy Regarding Information to Landlords. In accordance with HUD requirements, the THDA must furnish prospective owners with the family's current address and prior address as shown in the THDA's records and, if known, the name and address of the landlord at the family's current and prior address. An exception will be made to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

9. Request for Tenancy Approval (RTA). The landlord and head of household must complete and sign an RTA and submit it to the THDA field office before the expiration of the voucher to request approval of the selected unit. The THDA will review the RTA and if the rent amount is approved, the THDA will schedule the unit for a Housing Quality Standards (HQS) inspection within 15 days of submission of the RTA. If repairs are needed, assistance may not begin until the repairs are completed in accordance with the THDA's Administrative Plan.

10. Income Guidelines. If your household's gross annual income is more than 30% of the area median income (AMI) for the county where you requested assistance, you will be denied assistance. The THDA can give you the income limits for your county.

11. Rent Calculation and Total Tenant Payment. The subsidy standards (voucher size), payment standards and minimum rent, as well as income, all contribute to the rent calculation, utility allowance, and total tenant payment (TTP) per HUD regulation. The exact amount you will pay per month toward rent cannot be determined until a specific unit is selected.

- **Payment Standard.** The Payment Standard is the maximum amount of subsidy or assistance that a family may receive. The Payment Standard is based on the unit/bedroom size you qualify for under THDA's subsidy standards. The Payment Standard is between 90 and 110 percent of the Fair Market Rent. Each year HUD publishes Fair Market Rents (FMRs) for each county in the United States. If the family rents a unit where rent and utilities exceed the Payment Standard, the family's portion of the rent will be higher. The Payment Standard is the lower of the following (i) The payment standard amount (per the THDA payment standard schedule for the county) for the family unit size; or (ii) The payment standard amount for the size of the dwelling unit rented by the family; or (iii) The gross rent of the unit.
- **Reasonable Accommodations.** Persons with a disability may make a written request to the THDA requesting a reasonable accommodation of the THDA's subsidy standards. Such request may be approved for a larger unit if the need is verified by a medical professional. When determining whether a larger subsidy size request will be approved, the THDA must weigh the financial and administrative burden granting the larger bedroom size will have on the overall program and its' applicants and participants against the individual household's need for the larger size.

- **Maximum Initial Rent Burden.** Families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the Payment Standard (at initial move-in only). The THDA staff will review with you exactly how much income is counted for your family and the types and amounts of any deductions.
- **Utility Allowance.** The THDA establishes utility allowances for each utility (e.g. water, sewer, gas, electricity, etc.) annually based on regional utility studies. When you select a unit, a utility allowance is given for each utility that is not included in your rent payment (e.g. that you are responsible for paying in addition to your rent). Some families are eligible for utility payment assistance, but most families simply receive the utility allowance as an offset against monthly rental costs.
- **Subsidy Standards.** Subsidy Standards determine the unit size (number of bedrooms) for which an applicant or participant qualifies. The unit size determines the maximum amount of subsidy that will be paid through the Payment Standard and is based on the household composition (the number of persons, their sexes, ages, and relationship). The goal of determining unit size is to assign an appropriate bedroom size allocation for the household that will require the minimum commitment of housing subsidy. The unit size for which the household qualifies is shown on the voucher. This determination remains the same regardless of the unit size selected by the family.
- **What Unit Size Should I Look For?** Generally, it is best to search for the unit size allocated on your voucher. However, it may be possible to rent a unit larger or smaller than your allocation, but here are certain restrictions. The purpose of the size allocation is to provide the correct subsidy for the family size, to avoid overcrowding, and to avoid over housing. The following are guidelines that will be used in determining the voucher size to be issued. **However, the THDA does not mandate how the family members utilizes the living/sleeping rooms as long as the use does not violate any HUD or THDA policy.**

- ❖ Housing Quality Standards (HQS) allow two persons per living/sleeping room and allot for a maximum occupancy, assuming a living room is used as a living/sleeping area.

Maximum Occupancy or Unit Size Chart

0 bedroom voucher size, maximum occupancy is 2.
 1 bedroom voucher size, maximum occupancy is 4.
 2 bedroom voucher size, maximum occupancy is 6.
 3 bedroom voucher size, maximum occupancy is 8.
 4 bedroom voucher size, maximum occupancy is 10.
 5 bedroom voucher size, maximum occupancy is 12.
 6 bedroom voucher size, maximum occupancy is 14.

- ❖ In the unit size determination, the determination is figured without requiring applicants or participants to use rooms other than bedrooms for sleeping purposes, i.e., the living room. However, if the THDA approves the addition of other members to the household, some members may have to sleep in the living room, in accordance with the maximum occupancy chart, until the next annual recertification. Then the family may move to larger unit if they are eligible according to all program guidelines, including the relocation conditions.
- ❖ For the purpose of determining subsidy standards, an adult is defined as any person eighteen (18) years or older. A minor is any person under the age of 18 years.
- ❖ The maximum number of persons who may share a sleeping room is two and bedrooms are allotted as follows: (I) Adults of the same or opposite genders, with or without a familial relationship, will be issued one bedroom per two adults, except a high school student who turns 18 will not be subject to this rule until the recertification after they graduate or should have graduated; (II) Minors of the opposite gender will be issued one bedroom per two minors until one of the minors reaches the age of ten (10) years old; (III) Minors of the same gender will be issued one bedroom per two minors regardless of age; (IV) A minor and single, custodial parent will be issued one bedroom until the child reaches the age of four (4); (V) A pregnant person will be considered two people, but a single, pregnant head of household will only be issued one bedroom based on (IV) above; and (VI) These rules will not

be construed to result in a minor child being issued a bedroom to reside with a non-custodial parent or other adult.

- ❖ If any of the above rules for determining the unit size have not occurred as of the annual or interim recertification, but would take place within thirty (30) calendar days of the recertification, the determination should be made as if the event has occurred, but only to the benefit of the participant, not the detriment.
- ❖ Foster Children and Foster Adults are included in determining unit size if the arrangement is existing at the time of initial eligibility. Later, a Foster Child or Foster Adult may only be approved as part of the household if the placement does not overcrowd the unit.
- ❖ A child absent because of temporary placement in foster care outside of the home, as evidenced by court order, is considered a member of the family, and therefore considered in determining family size at initial eligibility. However, if the child continues to be absent at any annual certification, then the child will be removed from the household until the court places the child back with the household permanently.
- ❖ Space is not provided for minors who live out of the unit more than fifty (50) percent of the time. For example, if the tenant does not have custody of a child, but the child visits on weekends, then a bedroom is not allocated.
- ❖ Live-in aides are provided a separate bedroom, but not their families.
- ❖ Space is not provided for a full-time student who is away at school, but lives with the family during school recesses.
- ❖ Space is not provided for a person who will be absent most of the time, such as a member who is away in the military.
- ❖ A person who is confined to a medical facility for less than ninety (90) days, who plans to return to the assisted unit after treatment, will be included in the subsidy standard determination.
- ❖ One-bedroom units, not zero-bedroom units, are assigned to single person households because very few efficiency or zero-bedroom units exist in the rental market. However, if the household selects an efficiency or a zero-bedroom unit, the zero-bedroom payment standard is used.

12. Tenant Portion of Rent. Once all calculations have been made, your THDA Rental Specialist will notify you how much rent you will have to pay and how much rent the THDA will pay on your behalf. REMEMBER: Never agree to pay anything extra to a landlord above your tenant portion of the rent (except for appliances and special equipment) as this is a violation of federal law and you may be terminated from the HCV Program. Tell a THDA staff member immediately if a landlord asks you to pay more than what the THDA notified you your rent would be.

13. Security Deposit. The owner may charge you a reasonable security deposit as long as it complies with state law and does not exceed security deposits charged for nonsubsidized units in the area. The THDA does not pay security deposits, you must pay the security deposit.

14. Lease-Up. Your unit will have to undergo a Housing Quality Standard (HQS) Inspection. If the unit passes the inspection, the THDA will notify you and your landlord to execute at least a 12-month lease on the assisted unit with the effective date being after the date the unit passed inspection. The owner should use the same lease that is used with other, non-assisted families. Your lease must include the THDA Lease Addendum and the HUD Tenancy Addendum, which are included in this packet.

15. HAP Contract. You do not officially become a participant under the HCV Program until the THDA receives all of your leasing documents and executes a HAP Contract with your landlord. The landlord also must submit a W-9 and proof of ownership or management agent agreement form, along with a lead based paint disclosure form at the time of the contract signing if not previously submitted. The tenant/family moves into the unit.

- 16. How does the THDA pay the HAP?** If you are not Zero HAP, each month the THDA will pay a portion of the rent directly to the landlord. The family pays their portion directly to the landlord (as per the terms of the lease agreement).
- 17. Must the family report changes?** Yes, the family must report certain changes in income and family composition no more than 30 days after the change occurs. The changes may result in an increase or decrease in the HAP (subsidy payment) and tenant rent. The landlord and family are notified of any rent changes at least 30 days in advance (unless the family has failed to report an increase in a timely manner). Failure to report a required change may result in a denial, termination, or overpayment of HAP. Participants are required to repay the full amount of any overpayment to the THDA.
- 18. Annual Recertification.** The family's eligibility for assistance under the HCV Program is recertified each year. Further, the assisted unit must be inspected and pass an HQS assessment annually or biennially.
- 19. Appeal Process.** There are some instances where an applicant has the right to an informal review (informal hearing for citizenship) and a participant has a right to an informal hearing for certain actions that the THDA takes. The procedures are listed out in entirety in the THDA's Administrative Plan at www.THDA.org.
- **Informal Reviews for Applicants.** Under the federal regulations for the HVC Program, an applicant may request an informal review only for certain adverse decisions made by the THDA towards the applicant. Full informal hearings are not afforded to applicants, unless it is a denial regarding the noncitizen rule. An applicant may only request an informal review for the following THDA denials of assistance:
 1. Denial of the listing of an applicant on a waiting list;
 2. Denial of a wait-list preference;
 3. Denial of participation in the HCV Program of an applicant who has applied for assistance but for whom no HAP contract has been executed between the THDA and a landlord;
 4. Denial or withdrawal of a voucher;
 5. Refusal to enter into a HAP contract;
 6. Refusal to approve a lease;
 7. Refusal to process or provide assistance under portability procedures; or
 8. Refusal of VAWA protections.
 - 9. No opportunity for review is required for discretionary administrative decisions, general policy issues, class grievances, expiration of the voucher, denials of extensions of the voucher term, or determinations of the appropriate number of bedrooms (family unit size/subsidy standard) to be entered on the voucher when the decision is made in compliance with the THDA's occupancy/subsidy standards.
 - **Informal Hearings for Participants.** A program participant may appeal the decision and request an informal hearing for the following actions by the THDA. However, for determinations 1, 2, and 3 below, if the participant objects to the determination, the participant may ask for an explanation of the basis of the THDA's determination and the THDA will first hold a case conference with the participant to explain the determination. If after the case conference the participant still does not agree with the determination, the participant may request an informal hearing on the decision.

1. A determination of the family's annual or adjusted income, and the use of such income to compute the Total Tenant Payment (TTP) or Subsidy Standard Calculation and the Housing Assistance Payment.
 - (i) An informal hearing will not be offered when the TTP or subsidy standard change under consideration is the result of a general THDA policy change. General policy changes are considered class grievances, and thus, not subject to individual review.
 2. A determination of the appropriate utility allowance, if any, for tenant-paid utilities from the THDA utility allowance schedule.
 3. A determination of the family unit size under the THDA subsidy standards.
 4. Denial or Termination of Assistance to Noncitizens.
 5. Termination of assistance for a participant family due to the family's action or failure to act;
 6. Termination of assistance due to the absence of the participant family from the assisted unit for a period longer than what is permitted by the THDA's policy and HUD rules.
 7. No opportunity for a hearing is required for discretionary administrative decisions by the THDA, general policy issues, class grievances, establishment of the THDA schedule of utility allowances for families in the program, determination not to approve an extension or suspension of a voucher term, determination not to approve a unit or tenancy, determination that the unit is not in accordance with Housing Quality Standards (HQS) because of family size, determination by the THDA to exercise or not to exercise any right or remedy against an owner under a Housing Assistance Payment (HAP) contract, or determination that assisted unit is not in compliance with HQS. However, the THDA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.
- Requests for an Informal Review or Hearing. All requests must be submitted in writing to the THDA postmarked no later than fourteen (14) days from the date of the denial/termination letter or other notice and must be in compliance with the instructions outlined in the letter, otherwise the request will be denied.
 - See the THDA Administrative Plan at www.THDA.org for further detail regarding appeals.

20. What do I do to remain in good standing under the HCV Program? Please refer to the Notification of Family Obligations and Grounds for Denial and Termination. All new adult participants will be required to sign this Notice.

NOTICE OF PORTABILITY

MOVING OUT OF STATE OR OUTSIDE THDA'S JURISDICTION

What is Portability?

Portability (port) is the process by which a family obtains a voucher from one Public Housing Agency (PHA) and uses it to lease a unit in the jurisdiction of another PHA.

Within the limitations of the regulations, a participating family or an applicant family that has been issued a voucher has the right to use a Housing Choice Voucher (HCV) to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a HCV Program.

How do I know if I am eligible for Portability?

To be eligible to request portability, a household must meet either:

1. Have had legal residence in the jurisdiction of the THDA at the time household applied to the Program; OR
2. Have been a participant of the Program under the THDA's jurisdiction for one year.

***PLEASE NOTE:** If you are a current participant and meet one of the above criteria, but are currently under lease, you are not eligible to move until the day after your lease expires. However, you can request a Mutual Agreement of Lease Termination from your Owner if you are otherwise eligible.*

If I am eligible to port my voucher, where can I use my Housing Choice Voucher?

Participants with a Housing Choice Voucher have the right to lease an eligible unit anywhere in the United States with a governing voucher program. Also, an applicant receiving a new voucher, who lived in THDA's jurisdiction when he/she applied for rental assistance, has the statutory right to move under these same conditions.

What should I consider if I plan to move outside of THDA's jurisdiction (port)?

- The new PHA's occupancy standards may change the bedroom size of your voucher.
- An applicant family must be income eligible for admission in the area where the family initially leases a unit. If the initial lease up will be in the Receiving PHA's area, the applicable income limits will be the Receiving PHA's Very-Low Income Limit.
- The new PHA's payment standard is applicable.
- The Family may only use their voucher to lease a unit in an area where the Family is income eligible at admission to the Receiving PHA's program.
- **HUD requires the THDA to notify you that although Portability is a positive tool for increasing housing choice for participants of the HCV Program, it may also negatively affect your eligibility for the Program. The receiving PHA may rescreen your family for an eligibility determination in accordance with their Administrative Plan and such differences in local rules, subsidy standards, and payment standards may make you ineligible for further assistance.**

How do I port my voucher?

Contact your local THDA field office if you want to move out of the area. The THDA will assist you in completing a *Request for Portability* and provide you with important information. All requests to relocate or port must be made in writing to the THDA. If the participant decides to move to another location, they must inform the THDA of the area to which they wish to relocate. The THDA will determine whether the housing agency in the new area administers a voucher program. The THDA will

notify the housing agency in that area to determine the proper procedures and will provide information and guidance to the participant to expedite the process.

Once I submit my request to port, what's next?

- The THDA will contact the public housing authority and inform them that you wish to “port in” to their jurisdiction and confirm whether they are receiving portability vouchers.
- Next, your request to port-out must be approved by both the THDA and the above housing authority and the THDA will inform you whether or not your request has been granted.
- If you are eligible to port your voucher, the THDA will send you a Notice of Intent to Vacate to give your landlord and the THDA a full 30-day, written notice of your intent to vacate your current unit, unless your lease specifies another timeframe (ex. 60-days). **This form does not serve as notice to your landlord or the THDA.**
- Once your Notice of Intent to Vacate is received and your portability is processed, then the THDA will contact you to inform you that your portability voucher has been sent to your requested PHA.
- You are responsible for paying your portion of the rent to the current Owner through the end date of your Notice of Intent to Vacate or Mutual Agreement of Lease Termination.
- You must not violate any Program or lease obligations or the THDA will contact the above PHA and notify them that you are no longer eligible to port. This includes, but is not limited to, assuring that you leave your current unit in good standing, you do not owe a debt to the current Owner for any unpaid rent, and you do not leave the unit with any damages beyond normal wear and tear. Further, if the Owner receives a judgment against you for a serious lease violation, you may be terminated from the Program.
- If you change your mind about moving after you have given a Notice of Intent to Vacate or submitted a Mutual Agreement of Lease Termination, you must contact the Owner to request to remain in the unit. The unit may have already been leased to another family. If the Owner is willing to allow you to remain, you must send the THDA a Notice of Rescission of Lease Termination before the lease termination is effective and it must be signed by you and the Owner. The THDA will then resume payments under the former lease and HAP Contract. If the THDA has already processed payments for the next month when you rescind your Notice to Vacate, the THDA is not responsible for late fees charged by the Owner. It takes at least a week to process a Rescission.

IT IS IMPORTANT THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

The Tennessee Housing Development Agency (THDA) may deny assistance for an applicant or terminate assistance for a participant in the Housing Choice Voucher (HCV) Program according to the family responsibilities outlined in the federal guidelines that regulate the HCV Program (24 CFR 982.551), the HCV Program voucher (form HUD-52646), the HUD tenancy addendum (form HUD-52641-A) executed between the family and owner, and the THDA's Administrative Plan, which specifies the below obligations in more detail. The Administrative Plan may be viewed at any THDA Field Office upon request or at www.THDA.org.

WHAT THE FAMILY MUST DO TO REMAIN IN GOOD STANDING

Supply Required Information

- The family must supply any information that the THDA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the THDA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- **Most information is due to the THDA within fourteen (14) calendar days. If you fail to return requested information within the deadline it will be a program violation and may result in denial or termination of your assistance.**
- **Report all changes in family composition and income to the THDA within deadlines listed in the THDA Administrative Plan, which will be outlined in notices you receive.**
 - The household must inform the THDA and the owner of the birth, adoption, court-awarded custody of a child within thirty (30) days of such occurrence.
 - The household must notify the THDA within 30 days if any household member no longer resides in the unit.
 - The household must report any increases in income, including when any member starts to work, must be reported within 30 calendar-days of the occurrence. The participant will be responsible for repaying to the THDA any overpayment and if such overpayment exceeds \$3,000, then the participant will be terminated.
- **The family must attend all appointments. You may miss the first scheduled appointment for any reason. If you fail to attend the subsequent appointment, it will be a program violation and may result in denial or termination of your assistance.**

Housing Quality Standards

- HUD requires that the units participants reside in meet certain quality standards. Some of these standards are the owner's responsibility and others are the responsibility of the participant. The family is responsible for HQS breaches that are the family's responsibility under the lease and program, including:
 - Maintaining utilities for which the family is responsible. If any utility is disconnected for more than 72 hours, the participant will be terminated.
 - Maintaining appliances for which the family is responsible
 - Damages to the unit (beyond normal wear and tear) by a household member or guest.
 - Correcting repairs in a timely manner that are found to be the family's responsibility. Life threatening repairs must be repaired within 24 to 72 hours and regular repairs within 30 days.
- The family must allow the THDA or its agents to inspect the unit at reasonable times and after reasonable notice. You are allowed only one rescheduled or missed appointment. If you fail to attend the second inspection appointment, it will be considered a violation.

Family Notice of Move or Lease Termination

- The family must notify the THDA and the owner at least 30 days in advance (or longer if the lease require more notice), in WRITING, before the family moves out of the unit or terminates the lease.
-

Owner Eviction Notice

- The family must provide the THDA with a copy of any owner eviction notices within 14 days of the notice.

Use and Occupancy of the Unit

- The family must use the assisted unit for residence by the family, which means the unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the THDA, including, but not limited to, foster children, foster adults, and live-in aides.
- The household may engage in legal profit-making activities (such as using the unit for child care or other self employment), but ONLY if such activities are incidental to the primary use of the unit as a residence for the family and if the owner allows such activity under the lease agreement.
- The family must not sublease, let, assign the lease, or transfer the unit.

Interest in the Unit

- The family must NOT own or have any interest in the unit, other than Homeownership participants. The unit may NOT be owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the THDA has determined (and has notified the owner and the family of such determination) that approving the rental of the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Absence from the Unit

- The family must supply any information or certification requested by the THDA to verify that the family is living in the unit or that any member of the family is absent from the unit, including the purpose of such absences. The family must notify the THDA of any absent that will exceed 14 days. It is also recommended that you notify the owner or property manager of the absence.

Violation of Lease

- The family must NOT commit any serious or repeated violation of the lease. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.
- Serious or repeated lease violations include, but are not limited to, damage to the unit beyond normal wear and tear and failure to make timely rent payments where the owner has been awarded a court-ordered judgment.
- Other serious violations of lease requirements as outlined in the THDA's Administrative Plan.

Fraud and Other Program Violations

- The family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.

Crime by Household Members or Guests

- The members of the household may not abuse alcohol in a way or engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Guests, or other persons under the participant's control, with their knowledge, or within their supervision, must NOT participate in or be convicted of a drug-related or violent criminal activity that allegedly occurred in the immediate vicinity of the assisted unit at any time during the family's program participation.

Duplicative Subsidy

- A household must not receive assistance under the HCV Program while receiving another housing subsidy, whether for the same unit or for a different unit, under any duplicative Federal, State or local housing assistance program.
-

Other Reasons for Denial or Termination of Assistance

- The family fails to respond in a timely manner to notices to pure the waiting list.
- The family does not meet income eligibility guidelines (family income is over the income limits).
- The term of the voucher expires without the family submitting a Request for Tenancy or when a unit fails to pass inspection within the required time frame.
- Restrictions regarding student status.
- Manipulates the HCV Program by paying the owner any additional rent to be eligible for a unit.
- The family fails to report income or family composition changes in a timely manner and the THDA overpays rental assistance on their behalf, which results in a debt to the THDA in excess of \$3,000. If a debt to the THDA results for less than \$3,000, and the family is otherwise eligible, the THDA will enter into a plan of repayment for the debt owed.
- The family breaches a repayment agreement with the THDA.

Head of Household

Date

Adult Household Member

Date

Adult Household Member

Date

Adult Household Member

Date

THDA Field Office Contact Information

The THDA has regional field offices that administer the HCV Program. Questions should be referred to the staff at your local field office. Please contact the field office that handles the Program in your county with any questions or concerns that are not answered in this booklet. Please see www.THDA.org for the current address of your local field office.

FIELD OFFICE	PHONE NUMBERS	COUNTIES SERVED
West TN	Ph: 731-410-2270 Fx: 866-752-4358	Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardin, Hardeman, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Weakley, Shelby*, Tipton
Middle TN	Ph: 615-564-1200 Fx: 615-860-8703	Cheatham, Houston, Humphreys, Montgomery, Robertson, Trousdale, Sumner, Stewart, Wilson
South Central TN	Ph: 931-270-9183 Fx: 931-246-1015	Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry, Rutherford*, Warren, Wayne, Williamson
East TN	Ph: 931-520-0608 Fx: 931-881-1591	Anderson, Blount, Campbell, Cannon, Claiborne, Clay, Cocke, DeKalb, Fentress, Grainger, Hamblen, Jackson, Jefferson, Knox, Loudon, Macon, Monroe, Morgan, Overton, Pickett, Putnam, Roane, Scott, Sevier, Smith, Van Buren, Union, White

MOST COMMONLY USED APPLICANT AND PARTICIPANT RESOURCES AND FORMS

All of the following forms may be viewed at www.THDA.org. If you are viewing this document online, you may click on the title of the forms below and it will take you directly to the most current version of that form.

www.TNHousingSearch.org

Request for Tenancy Approval

Summary of Housing Quality Standards (HQS) – A list of what your unit must have in order to pass inspection and be approved for the HCV Program.

THDA Lease Addendum (addendum to your lease)

HUD Tenancy Addendum (a second addendum to your lease)

Reasonable Accommodation Request Form

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
 - Tell you housing is unavailable when in fact it is available
 - Show you apartments or homes only in certain neighborhoods
 - Set different terms, conditions, or privileges for sale or rental of a dwelling
 - Provide different housing services or facilities
 - Advertise housing to preferred groups of people only
 - Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
 - Deny you property insurance
 - Conduct property appraisals in a discriminatory manner
 - Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
 - Fail to design and construct housing in an accessible manner
 - Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights
-

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE
Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

*If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:*
U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

2 Why do you think you are a victim of housing discrimination?

Is it because of your:

- race - color - religion - sex - national origin - familial status (families with children under 18) - disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

Yes

☐☐

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

____/____/____

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	Cell Phone No:
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	Cell Phone No:
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Emergency <input type="checkbox"/> Unable to contact you <input type="checkbox"/> Termination of rental assistance <input type="checkbox"/> Eviction from unit <input type="checkbox"/> Late payment of rent </div> <div style="width: 45%;"> <input type="checkbox"/> Assist with Recertification Process <input type="checkbox"/> Change in lease terms <input type="checkbox"/> Change in house rules <input type="checkbox"/> Other: _____ </div> </div>	
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

☐ Check this box if you choose not to provide the contact information.

--	--

Signature of Applicant

Date

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



HOUSING CHOICE VOUCHER PROGRAM

THDA LEASE ADDENDUM

OWNER NAME: Enter Owner Name

HEAD OF HOUSEHOLD: Enter Head Name

ADULT HOUSEHOLD MEMBERS: List Household Members

STREET ADDRESS
CITY, STATE ZIP

THE LEASE TERM MAY NOT BEGIN UNTIL THE UNIT HAS PASSED THE HOUSING QUALITY STANDARDS (HQS) INSPECTION, ANY NEEDED NOTICE OF GOOD STANDING HAS BEEN RECEIVED AND CONFIRMED, AND ANY PRIOR LEASE UNDER PUBLIC HOUSING OR THE HOUSING CHOICE VOUCHER (HCV) PROGRAM HAS TERMINATED!

Date the unit passed inspection: _____ Initial term of lease begins: _____ Initial term of lease terminates: _____

THE OWNER AND TENANT MUST SPECIFY RESPONSIBILITY FOR THE FOLLOWING UTILITIES AND APPLIANCES: Please enter "O" for Owner and "T" for Tenant under the "provided by" and "paid by" columns. Note: The Owner must provide all utilities needed to comply with HQS. The owner provides the utility or appliance if the utility or appliance is available in the unit (i.e. electric, central heat, air conditioning, water heater, stove, refrigerator, etc.). If the owner includes the cost of the utility service in the rent, please also place an "O" in paid. If the tenant pays for the utility service, place a "T" in paid.

UTILITIES OR APPLIANCES	SPECIFY FUEL TYPE (Natural Gas, Electric, Bottled Gas, Oil, or Coal)	PROVIDED (O OR T)	PAID (O OR T)	UTILITIES OR APPLIANCES	SPECIFY FUEL TYPE (Natural Gas, Electric, Bottled Gas, Oil, or Coal)	PROVIDED (O OR T)	PAID (O OR T)
Heating				Sewer	N/A		
Stove				Trash Collection	N/A		
Water Heating				Air Conditioning	N/A		
Other Electric	N/A			Refrigerator	N/A		
Water	N/A			Other			

THE ABOVE OWNER AND TENANT ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- Once the initial lease term terminates, the lease and the Housing Assistance Payment (HAP) Contract will automatically renew each month until either party gives proper notice to terminate the tenancy or the parties enter into a new lease.
- The parties may only enter into a new lease during the Annual Recertification when the request for a new lease is received by the THDA sixty (60) days prior to the Annual Recertification due date or the lease and HAP Contract will continue month-to-month.
- The executed lease, HAP C Tenancy Addendum, and this THDA Lease Addendum must be received by the THDA within fourteen (14) calendar days of the approval of the unit or assistance will be denied or terminated.
- If the household becomes overcrowded during the tenancy due to an addition to the household by birth, adoption, court-awarded custody, return of a minor or disabled child to the household, or a new spouse, then the current lease and HAP contract will terminate on the last day of the next month following the notification and the THDA will issue the Tenant a voucher to relocate. The household may also choose to remain in the current unit and remove themselves from the HCV Program, but the THDA will no longer be responsible for any further Housing Assistance Payments.

SIGNATURES: By signing below, you are agreeing to the terms and conditions of the preceding HUD HAP C Tenancy Addendum (HUD Form 52641-A) and this THDA Lease Addendum and that both parties are in receipt of copies of the lease and the aforementioned addendums.

OWNER/AGENT NAME

DATE

HEAD OF HOUSEHOLD NAME

DATE

TENANCY ADDENDUM

Section 8 Tenant-Based Assistance

Housing Choice Voucher Program (To be attached to Tenant Lease)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

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

redcoration) must be in accordance with the standard practice for the building concerned as established by the owner.

h Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse.

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

is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

d. Other good cause for termination of tenancy

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. 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 promised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

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

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

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

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

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

14. Conflict with Other Provisions of Lease

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

15. Changes in Lease or Rent

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

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Did you know as a THDA Housing Choice Voucher participant you are eligible for additional programs? We would like to share information regarding the options available to you and your family. You can also find the program details located on our website at www.thda.org/renters/fss.
FAMILY SELF-SUFFICIENCY (FSS)

- The FSS Program is a five-year, voluntary program, individualized to assist you and your family with long term success.
- Participants create goals and work with their FSS Specialist who will provide the available resources.
- Goals may include:
 - Education
 - Career
 - Financial
 - Homeownership

The most popular benefit of the program is the SAVINGS ACCOUNT. Once enrolled in FSS and your HOUSEHOLD EARNINGS INCREASE, the family may be eligible for THDA to deposit money into the savings account based on increased wages. Many participants receive a check for the entire balance of their savings account upon successful completion of program requirements and graduation.

HOMEOWNERSHIP VOUCHER PROGRAM (HOV)

- The Program Specialist may provide resources for you to become mortgage ready
- The Program Specialist offers support throughout the home buying process
- After successfully closing on a home, THDA may provide mortgage assistance payments to the lender.

Go to our website for details and to **APPLY at**
www.thda.org/renters/fss