



**Section 8 Housing Choice Voucher Program**  
**Texoma Council of Governments**  
**1117 Gallagher Drive, Suite 100 · Sherman, Texas 75090**  
**(903) 813-3536 · (800) 677-8264 · Fax (903) 813-3340**

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Dear Prospective Landlord:

Thank you for your interest in the Section 8 Housing Choice Voucher Program. Enclosed you will find the information that you requested. We hope it will be beneficial to you.

If you are interested in listing properties with our program, submit the address of the unit, number of bedrooms the unit contains, amount of rent, deposit required, and phone number to contact. We will only give this information to clients in the Section 8 Housing Choice Voucher Program.

Office hours are:

Sherman Office	7:30 a.m.—5:30 p.m.	Monday-Thursday (903) 813-3536
	7:30 a.m.—11:30 a.m.	Friday
Bonham Office	9:00 a.m. —12:00 noon	Tuesdays only

Communication is most important in the success of the Section 8 Housing Choice Voucher Program. Please call whenever you have questions concerning Section 8 rental assistance.

Sincerely,

Rayleen Bingham  
Section 8 Program Manager

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## **QUESTIONS & ANSWERS**

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### **MUST I ACCEPT ALL SECTION 8 TENANTS?**

You are not required to accept all Section 8 participants and you have the right to screen and select your tenants in accordance with federal law on the same basis as any other tenant.

Title VIII of the Civil Rights Act of 1968, as Amended by the Community Development Act of 1974 state that, "It is illegal to discriminate against any person because of race, color, religion, sex, national origin, disability, or family status in the sale or rental of housing residential lots."

### **WHAT IS MY BENEFIT IN RENTING TO SECTION 8 PARTICIPANTS?**

1. You are guaranteed prompt monthly payments for the Section 8 share of the rent. In most cases this is the larger portion of the total contract rent if not the whole amount, as in some cases.
2. You avoid the costs of advertising for tenants since the Section 8 office provides an available housing list to prospective tenants who need help in locating a unit.
3. The HQS (Housing Quality Standards) inspection helps you upgrade your unit.
4. You are assured of a one-year lease should everyone abide by the provisions of the Lease and Contract.

### **WHAT WILL BE THE TERM OF THE LEASE?**

The "Assisted Lease Agreement" and the "Lease Addendum" are for one year. Section 8 has no provisions for a lesser lease term requirement. The leases are signed between owner and tenant while the Housing Assistance Payments Contract and Voucher Contract are signed between Texoma Council of Governments (TCOG) and the owner or his/her agent.

### **HOW DO I COLLECT DEPOSIT AND RENT?**

The tenant is solely responsible for the deposit amount. Rent for the tenant is based on their income and other HUD (Housing and Urban Development) regulations. Once the contract is in effect, TCOG's portion of rent is mailed directly to the landlord/agent no later than the 1<sup>st</sup> working day of the month. If tenant has to pay a portion of the rent, it is up to the tenant to pay the landlord their portion of rent. If for some reason the tenant is behind in their portion of the rent for more than one month, please notify TCOG immediately.

### **WHO PERFORMS MAINTENANCE AND MANAGEMENT?**

The responsibility of maintenance and other services normally performed by the owner remains with the owner. We do understand that there may be some repairs that are tenant caused. In these circumstances, the landlord and the tenant need to work out some sort of understanding. However, if the landlord wants to continue to receive a monthly payment from TCOG the repairs must be done.

### **HOW DO I EVICT UNDESIRABLE TENANTS?**

The owner has exclusive rights to all eviction proceedings in accordance with state/local law and secondly HUD regulations.

**If you have any questions, suggestions or problems, please contact this office at (903) 813-3536.**

## SECTION 8 FACT SHEET FOR PROPERTY MANAGERS AND OWNERS

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### RENT:

1. Contact the Texoma Council of Governments (TCOG) if the tenant is not paying their share of the monthly rent in full and one time. The rent subsidy share is paid monthly on time; tenants are expected to do the same.
2. The contract rent was established at the time of occupancy. Do not make any changes.

### DAMAGES:

1. Advise TCOG when a tenant is damaging the rental unit or if he/she has very poor housekeeping habits. (Rental assistance will not be provided to persons who are destructive)
2. Damages are solely the tenant's responsibility.

### MOVES:

1. Notify TCOG immediately when a tenant gives notice to move.

### VIOLATIONS:

1. Notify TCOG when there are more persons living in the unit than those covered by the lease. Unauthorized persons living in a unit are a violation of the program regulations and may terminate the rental assistance.
2. Be sure eviction notices are in writing and that the TCOG receives a copy. Always call TCOG when an eviction is planned; there are legal procedures to follow.

COMMUNICATIONS ARE MOST IMPORTANT IN THE SUCCESS OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM. PLEASE CALL US WHENEVER YOU NEED INFORMATION.

**Texoma Council of Governments**  
**1117 Gallagher Drive, Suite 100 - Sherman, Texas 75090**

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Bonham Office	9:00 a.m.—12:00 noon	Tuesdays only

**· NOTICE · NOTICE · NOTICE ·**

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**March 1, 1996**

Dear Property Owner:

The United States Department of Housing and Urban Development (HUD) has issued a Directive that MAY or MAY NOT affect you as a property owner. The following is a list of some changes that are now in effect:

1. Owner may terminate tenancy for criminal activity by a family member, guest or another person under tenant's control that threatens health, safety or right to peaceful enjoyment of premises by other tenants or persons residing in immediate vicinity of premises. Owner may also terminate tenancy for drug crime on or near premises by a family member, guest or other person under tenant's control. Owner is required to give a 30 calendar day notice to terminate tenancy. Owner must give a 90 calendar day notice to Housing Assistance Payment (HAP) Contract terminations in the following cases:
  - a. If the Owner terminates the tenancy for other good cause that is a business or economic reason; or,
  - b. At the expiration of the HAP contract.
2. If tenant leaves unit without giving notice, the owner may keep the assistance payment for the month in which the family moved.
3. There is no maximum security deposit limits on new contracts. The security deposit must not be in excess of amount charged by the owner to unassisted tenants. This rule would not affect tenants already in assisted units.
4. If security deposit is insufficient to cover unpaid rent, damages or other amounts family owes under lease, the owner may collect balance from family. The owner MAY NOT claim reimbursement from Texoma Council of Governments (TCOG) for unpaid rent, damages or other amounts owed by tenant under the lease. TCOG no longer has to determine what damages are tenant caused. This rule applies to all new contracts and those signed at tenant recertification.
5. A microwave oven may be substituted for owner-supplied oven and stove or range only if tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants.
6. Congress currently passed Public Law No. 104-99 which requires that each family currently being assisted under the Section 8 Housing Choice Voucher Program pay minimum rent, effective April, 1, 1996. The minimum rent is effective immediately for all new applicants. Owners/Tenants affected by this change will receive an amended contract.

As always, I enjoy working with you through the Section 8 Housing Choice Voucher Program and should you have any questions regarding these changes, please feel free to contact my office. Please remember, tenant screening is the sole responsibility of the property owner.

Sincerely,



Rayleen Bingham  
Section 8 Administrator

# TEXOMA COUNCIL OF GOVERNMENTS INSPECTION SPECIFICATIONS

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## SECTION I: LIVING ROOM

To pass inspection, the dwelling unit must have at least one habitable room which is not a kitchen area or bathroom.

- A) Electricity-- there must be at least two (2) working outlets or one (1) working, outlet and one (1) working fixture in the living room. The light fixture must be permanently installed.
- B) Room must be free from electrical hazards.
- C) Security-- all windows and doors that are accessible from the outside must be lockable.
- D) Window Condition--there must be at least one (1) window and all windowpanes must be free of signs of severe deterioration. There must be no broken or missing windowpanes. The window must form a reasonably tight seal against the weather. (Screens are required only where necessary to provide ventilation- Pg. 65 HUD Inspection Manual.)
- E) Ceiling-- should be sound and free from hazardous defects (severe bulging and drafts).
- F) Walls--must be sound and free from hazardous defects. Only holes 8" x11" and larger fail and if they let in drafts.
- G) Floor Condition--sound and free from hazards:
  - 1. Fail floor only if they are unsteady or weak (not un-level).
  - 2. Hole in floor fails only if the floor is over 4" in diameter.
  - 3. No drafts.
  - 4. Watch for tripping hazards.
- H) Lead Paint--all interior surfaces must be free of cracking, scaling, peeling, chipping and loose paint, must be adequately treated and covered to prevent exposure of the occupants to lead-based paint hazards. To fail, the paint must be noticeably loose and separating from the surface material.

## SECTION II: KITCHEN

The dwelling unit must contain a kitchen or kitchen area for the preparation and storage of food.

- A) Must have all of the following:
  - 1. A separate kitchen sink with piped hot and cold water for preparing food and washing dishes.
  - 2. A stove for cooking food. (Owner or tenant supplied)
  - 3. A refrigerator to store perishable food. (Owner or tenant supplied)
- B) Electricity: There must be at least one (1) outlet and one (1) working, permanently installed light fixture.
- C) Windows: Not required in kitchen.
- D) Oven and Stove (or Range): There must be a working oven and stove (or range) with top burners that work.
  - 1. The oven must heat up.
  - 2. Stove or range must have all burners working and needs all operating knobs present.
  - 3. Refrigerator- with freezer portion.
- E) Sink: Must be in kitchen, have hot and cold running water and a grease trap.
- F) There must be space for storage and preparation of food.

# TEXOMA COUNCIL OF GOVERNMENTS INSPECTION SPECIFICATIONS

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## SECTION III: BATHROOM

There must be a bathroom for exclusive use of the occupant with a working toilet, washbasin and tub or shower.

- A) Additional bathroom facilities do not require a rating; only ensure basic health and sanitary conditions.
- B) At least one permanent light fixture- no outlet required.
- C) Window: Not required, but if no window is present, a working exhaust vent system is required.

## SECTION IV: OTHER ROOMS USED FOR LIVING & HALLS (CODE I: BEDROOMS)

- A) At least two (2) working outlets or one (1) permanently installed light fixture.
- B) Must have at least one (1) operable window.

## SECTION V: ALL SECONDARY ROOMS

Check for potentially hazardous features.

## SECTION VI: BUILDING EXTERIOR

- A) Foundation must be sound and free from hazards.
- B) Stairs, Rails and Porches:
  - 1. Steps need handrail if steps exceed four or more consecutive steps.
  - 2. Porches need railing if over approximately 30 inches above the ground.
- C) Roof and Gutters:
  - 1. Must not allow air or water infiltration.
  - 2. Absence of gutters does not cause unit to fail.
- D) Conditions of Exterior Walls:
  - 1. No air or water infiltration.
  - 2. Unsafe structure.
- E) Condition of Chimney: Sound and free of hazards.
- F) Lead-Based Paint: Exterior surfaces, same as interior.
- G) Mobile Homes must be tied down and properly placed.

## SECTION VII: HEATING AND PLUMBING

- A) Heating:
  - 1. The heating equipment must be adequate enough to provide heat (either directly or indirectly) to all rooms used for living.
  - 2. Heat is not required in secondary rooms.
  - 3. The unit must be free from unvented fuel burning space heaters or other types of unsafe heating conditions.
    - a. Main concerns: Potential for fires and escape of exhaust fumes into the living area.
    - b. Unvented fuel burning space heaters must be "listed" with a recognized testing laboratory for unvented use.

# TEXOMA COUNCIL OF GOVERNMENTS INSPECTION SPECIFICATIONS

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4. The unit must have adequate ventilation and cooling by means of operable windows or a working cooling system.
- B) Plumbing:
1. The hot water heater must be located, equipped and installed in a safe manner. Four ways it can fail:
    - a. If location presents a hazard (no combustible materials in area)
    - b. Absence of Temperature Pressure Relief Valve and discharge line.
    - c. Improper Flues for venting exhaust gases- unless electric.
    - d. Serious leaks from hot water tanks.
  2. The unit must be served by an approved public or private sanitary water supply.
  3. Plumbing must be free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water.
  4. Plumbing must be connected to an approved public or private disposal system and is free from sewer back-up.

### **SECTION VIII: GENERAL HEALTH AND SAFETY**

- A) Access to Unit: Must be able to enter unit without having to go into another unit.
- B) Exits: Unit must have an acceptable alternate fire exit from the building that is not blocked.
- C) Unit must be free from rats or severe infestation or vermin (roaches).
- D) Unit must be free from heavy accumulation of garbage or debris inside or outside.
- E) Refuse Disposal: There must be adequate covered facilities for temporary storage and disposal of food wastes and they must be approved by a local agency.
- F) Interior Stairs and Common Halls: Must be free from hazards to occupant such as loose, broken or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards.
- G) The unit must be free from any other hazards not specifically identified previously.
- H) The unit must be free from abnormally high levels of air pollution from vehicular exhaust, sewer, gas, fuel gas, dust or other pollutants.
- I) The unit's site and immediate neighborhood must be free from conditions that would seriously and continuously endanger the health or safety of the residents.

### **SECTION IX: OTHER REGULATION**

- A) Smoke Alarms: Within arm reach of an adult and at least one smoke alarm to be placed in each bedroom. In addition, if multiple bedrooms are served by the same hallway, there must be a smoke alarm in the hallway in the immediate vicinity of the bedrooms. If the unit has multiple levels, there must be a smoke alarm on each level.
- B) Keyless deadbolts on all entry doors (effective Jan. 1996).



## SECURITY DEVICE REQUIREMENTS

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As of January 1, 1996, every rental unit in Texas must be equipped with additional security devices installed at the property owner's expense. Hopefully, this increase in security for residents under the statewide law will help control the increasing frequency of crimes against residents, resulting in personal tragedies, lawsuits and high insurance premiums.

1. The new statute requires the owner to re-key exterior doors at each resident turnover or entry doors at each resident turnover, or no later than seven days after a new resident moves into the property.
2. Install keyless deadbolt on each exterior door, including any door from garage into dwelling. A keyless deadbolt is not necessary on a door from the outside into the garage.
3. Install a keyed deadbolt on each exterior door if you can plan for it to be usable as an entry.
4. Install a door viewer (peephole) or have a clear glass pane or one-way mirror on all exterior doors, even if the door has a clear glass panel to the side of the door. The peephole range must 160 degrees or greater.
5. Install a sliding door pin lock on each sliding glass door.
6. Install a security bar (Charlie bar) or have a door latch that works on each sliding glass door.
7. Install an automatic door closer on each door, other than a sliding glass door that opens directly into a pool yard, as required by the 1993 Pool Yard Statute.
8. Install a window latch on each window and install bolts and locks required for French doors.

Items 2, 3, 4, 5, and 6 must comply with specified height requirements as stated in the security device statute.

In addition, all security devices must work properly when residents move in. Promptly replace, or repair, a security device that you or your employees discover is missing or not working, even if the resident has not asked you to do so. If you wish, deactivate the doorknob locks (so long as you have already installed keyed deadbolts). Respond promptly to repairing, installing or replacing, preferably within three days after receiving the residents' request, but no later than seven days.

Be fair in billing residents for any re-keying, repairs and installations for which they are liable and avoid requiring payment in advance if possible.

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**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**

**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.

**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

**8. Utilities and Appliances**

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

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

**Signatures:  
Public Housing Agency**

**TEXOMA COUNCIL OF GOVERNMENTS**  
Print or Type Name of PHA

Signature

**DR. SUSAN THOMAS, EXECUTIVE DIRECTOR**  
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)

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## Part B of the 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:
  - c. The location, quality, size, unit type, and age of the contract unit; and
  - d. Any amenities, housing services, maintenance and utilities provided and paid by the owner.
  - e. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- f. 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 pro-rated 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

- a. During the term of this contract, the owner certifies that:
- b. The owner is maintaining the contract unit and premises in accordance with the HQS.
- c. 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.
- d. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- e. 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.
- f. The family does not own or have any interest in the contract unit.
- g. 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.
- h. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

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

## 10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

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

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

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

## 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not

enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

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

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, subcontractor 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
  - (3) 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:
    - 1. Threatens the right to peaceful enjoyment of the premises by other residents;

2. 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;
  3. 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
  4. 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.



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**Part C of the 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).
  - (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 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.

### 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.