



El Camino Real Housing Authority

Securing Affordable Housing & a Brighter Future for All

ITEMS REQUIRED FOR THE EXECUTION OF A SECTION 8 HCV CONTRACT

Please read carefully

The request for Tenancy Approval (RFTA)(Pages 3 & 4 Signed) and Proposed Lease (with the 5 requirements) **MUST** be submitted to the ECRHA office **PRIOR** to the Voucher expiration date.

-
- W-9 Request for Taxpayer Identification Number and Certification
 - Request for Tenancy Approval (HUD form – 52517
 - This form must be signed by both the Landlord and the Tenant**
 - Request for Tenancy-Supplemental Sheet
 - Disclosure of Information of Lead Based Paint and/or Lead Based Hazards
 - This form must be initialed and signed in the appropriate space(s) by both Landlord and Tenant
 - Lead Addendum-Violence against Women Act (HUD-91067)
 - This form must be signed by the Landlord and the Tenant
 - Landlord Fraud
 - Owner Certification
 - This form must be signed by the Landlord and the Tenant
 - Copy of the Proposed Lease or the Actual Lease
 - The lease must have the following:
 - Name of Landlord and Tenant
 - Address of Unit
 - Initial Lease Term
 - Total Proposed rent amount
 - Utility Responsibility (Who is responsible for paying Utilities)
 - Proof of ownership for the rental unit, i.e. Deed, notice of value, Mobile Home Title
 - Proof of ownership for the land the rental is located on, i.e. deed, notice of value
 - Proof the taxes for both the rental unit and the land where the rental unit is located are current
- ** UPON RECEIVING HE ABOVE, THE ECRHA WILL BEGIN HE PROCESS LISTED BELOW****
1. Rent Reasonableness Determination. (The ECRHA must determine that the proposed rent for the unit is reasonable (24 CFR 982.305(a). The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises.).
 2. Once the ECRHA has received the documentation of the rent reasonableness, our Housing Quality Standards (HQS) Inspector will schedule an inspection of the unit. (The selected unit must meet HUD'S Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD (24 CFR 982.305(a)).
 3. Upon passing inspection, please allow 10-14 days for the ECRHA to execute FINAL Contract.
 4. Both the Landlord and the Tenant must sign the contract BEFORE the First (1st) payment will be released.

Main Office
301 Otero Avenue, Socorro, NM 87801
Tele: (575) 835-0196, Fax: (575) 835-3461
Email: maryann@socorrohousing.org

Valencia Office:
719 S. Main, Belen, NM Physical
Telephone: 575-835-0196 x403 or x 409
Fax: 575-835-3461

Mailing Address for all Counties is:
El Camino Real Housing Authority
P.O. Box 00
Socorro, NM 87801



LANDLORD CODE OF CONDUCT

Landlord participating in the Rental Assistance Program **MUST**:

- Comply with Fair Housing Requirements
- Maintain the contract unit and premises in accordance with the Housing Quality Standards
- Provide all utilities as assigned to the landlord in the HAP contract and lease agreement.
- Provide a comprehensive lease and ENFORCE IT
- Notify the Housing Authority of the sale or release of the property
- Lease the entire unit. Landlords cannot live on the premises or store personal belonging on the premises.
- Make repairs as needed
- Report any criminal activity to the police and the Housing Authority
- Return any payments the Housing Authority deems as an overpayments.
- Initiate the eviction proceeding to legally evict
- Notify the housing Authority when a client vacates the lease premises
- Provide the housing authority with ca copy of all correspondence sent to the tenant
- Notify the Housing Authority of all pending foreclosures

Landlords participating in the Housing Choice Voucher Programs **MUST NOT**:

- Make any side agreements for RENT or Utilities
- Rent to a Section 8 Participant if the unit is in foreclosure.

Failure to comply with the above requirements may result in the termination of the HAP contract and debarment from future participation in the program

**El Camino Real Housing Authority Landlord Application Section 8-Housing
Choice Voucher Program**

A. OWNER INFORMATION

Date of Application: _____ / _____ / _____

Are you the “sole “owner of the Property?

YES NO

Legal name of (all) owner(s) must match name on recorded deed:

Owner(s) Social Security Number or Federal Tax ID #:

Payment information will be reported to the IRS under the number listed above

Owners Physical Address (PO BOX **not** acceptable):

Street: _____

City/State: _____ Zip: _____

Owners mailing address (PO BOX acceptable):

Street/PO BOX _____

City/State: _____ ZIP: _____

Please indicate mailing Preference for ALL Correspondence:

Physical Address: _____

Mailing Address: _____

Owner(s) Telephone/Contact Numbers (Please include area Code):

Home _____ Work _____

Cell _____ Fax/Other _____

Owner(s) email Address: _____

Have you ever been involved in any violent or drug related Criminal activity within the last five (5) years? (Please Check One):

YES NO

If you answered "YES" please list the city and state of involvement _____

Are you subject to Registration as a Sexual Offender and/or Sexual Predator?

YES NO

Have you ever defaulted on a HUD subsidized loan?

YES NO

Have you ever been accused of committing fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing Assistance?

YES NO

Are you interested in renting to the chronically homeless?

YES NO

B. PROPERTY MANAGEMENT INFORMATION:

Unit will be managed by (Please Check One):

Owner/Self Property Manager

If unit will be managed by property manager or management company:

Manager Name: _____

Address: _____

Phone #: _____

E-Mail Address: _____

Who will receive payment?

Owner Manager



El Camino Real Housing Authority

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By signing this application, I am expressing my interest in participating in the El Camino Real Housing Authority Choice Voucher Program (Section 8).

This application signifies that intent to rent to families who receive assistance with their monthly rent via Subsidy payments from the El Camino real Housing Authority.

I further understand that the completion and submission of this application does not mean that I have been accepted as a landlord with the program.

The El Camino Real Housing Authority will only enter into Housing Assistance Payments contracts with individuals who met the landlord qualifications.

I understand that the El Camino Real Housing Authority will conduct a criminal background check before entering into a Housing Assistance Payment Contract, per the Department of Housing and Urban Development (HUD), the El Camino Real Housing Authority is prohibited from entering into a Housing Assistance Payment Contract with any individuals who have been involved in violent criminal or Drug related activity

Per Title 18 of Section 1001 of the U.S Code states that a person is guilty of a felony for knowingly making false statements or misrepresenting information to any department or agency of the United States.

By signing this application below, I certify that the information contained in this application is true and complete to the best of my knowledge.

Signature of Owner: _____

Signature of Co-Owner : _____ (if applicable)

Date: ____/____/____

Owner Obligations

Receipt of Information

- The Owner certifies that a complete copy of the Housing Assistance Payment (HAP) Contract and the HUD Tenancy Addendum have been provided by the El Camino Real Housing Authority
- The Owner certifies that he/she has been advised of, and given the opportunity to attend an El Camino Real Housing Authority Landlord Orientation.

Owner Responsibilities

- The owner(s) certifies that the contract unit, and its premises, will be maintained in accordance with the Housing Quality Standard (HQS). The owner understands that failure to maintain the contract unit in accordance with HQS can/Should result in the abatement of Housing Assistance Payments.
- *The owner certifies that the rent for the assisted unit DOES NOT exceed rents charged for comparable unassisted units in the area/on the premises. The Owner understands that the El Camino Real Housing Authority will perform a Rent Reasonable test before approving any rent.*
- The owner certifies that he/she (including a principal or other interest party) is not the parent, child, grandparent, grandchild, sister, brother of any member of the family, unless the PHA has determined (and Approved in WRITING) that such a relationship would provide a reasonable accommodation for a family member who is a person with disabilities.
- *The owner certifies that the family does not own or have any interest in the contract unit.*
- The owner certifies that he/she will not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- **The owner understands that he/she is responsible for the screening of occupants of the assisted unit.**
- The owner certifies that he/she understands that the El Camino Real Housing Authority is not responsible for the actions/inactions of members of the assisted family (i.e., damages, unpaid rent.) The owner certifies that he/she understands that the occupants of the unit are subject to the terms and conditions of the lease agreement and any consequences resulting from violations of the lease agreement.
- *The owner certifies that upon commencement of HAP Contract, he/she must ensure to the best of his/his ability, that the members of the family are residing in the assisted unit and the unit is the family's only residence. The owner understands that any information indicating that the family is NOT residing in the assisted unit or is*

NOT using the assisted unit as their ONLY residence must, by obligation be immediately reported to the El Camino Real Housing Authority.

- The owner certifies that he/she will enforce the terms of the lease and the HUD Tenancy Addendum. The owner understands that the El Camino Real Housing Authority is NOT responsible for the enforcement of the lease but by obligation the owner must advise the El Camino Real Housing Authority of any lease violations incurred by members of the assisted family.

Owner Disapproval

- The owner must not engage in drug related criminal activity
- The owner must not engage in violent criminal activity
- The owner must not be subject to registration as a Sexual offender or Sexual Predator
- The owner must have committed fraud , bribery or any other corrupt act in connection with any Federal Housing Assistance Program
- The owner must not violate ANY obligation under any Housing Assistance Contract.

Owner name:

(Please Print Legibly)

Company Name:

Owner Signature:

Date: _____ / _____ / _____

Agent Management Firm Name:

(Please Print Legibly)

Agent /Manager Firm Rep. Signature:

Office Use Only:

Landlord packet received by:

Date entered: _____/_____/_____

Management Agreement Attached:

YES

NO

Time stamp

Management Authorization

If you need a reasonable accommodation (Persons with disabilities), Please call 575-835-0196. Advance notice of Seven (7) days is required in order to arrange for interpreter services.

Owner of the property located at: _____

Authorize _____

To manage the above property.

_____ will have the authorization to conduct the following business with the El Camino Real Housing Authority (ECRHA) effective _____.

Please check all that apply:

- Authorization to receive Housing Assistance Payments (HAP).
- Authorization to execute Housing Assistance Payment Contract, Request for Tenancy Approval (RTA) and other required documentation requested by the El Camino Real Housing Authority (ECRHA).
- Act as an Owner Representative to conduct business with ECRHA which may include, but not limited to submitting Rent increase request, present for inspections and attend meetings.

Owner certifies legal ownership of the property or legal entity which owns the property and has assigned the above responsibilities to the Manager or Management Company.

Owner Print Name

Manager Name, Management Company

Owner Signature

Management Company representative Signature

_____/_____/_____
Date

_____/_____/_____
Date



El Camino Real Housing Authority

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Owner Certification Leasing to Relatives

Effective June 17, 1998 and according to 24CFR982.306(d) [Docket No. FR-4149-F-02] the Northern Regional Housing Authority (NRHA) must NOT approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family; unless the NRHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This applies to units that are not presently under lease.

Landlord Signature: _____

Tenant Signature: _____

Date _____

Date _____

Print Owner's/management Agent Name

Print Tenant's Name

Date _____

Date _____

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OWNER CERTIFICATION FORM

OWNER/MANAGER INFORMATION(PLEASE PRINT)	
OwnerName: _____ Date: _____	
Managing Company: _____ Manager Name: _____	
Unit Address, City, State, Zip: _____	
E-mail address for person authorized to sign HAP Contract: _____	
OWNER OBLIGATIONS	
Owner's Initials	1.Ownership of Assisted Unit a. I certify that I am the legal or the legally-designated agent for the above referenced unit, and that the prospective Tenant ("Participant") has no Ownership interest in this dwelling unit whatsoever. b. Unless ECRHA had previously approved a Reasonable Accommodation for a family member who is a person with disabilities, I certify I am not related to Participant.
Owner's Initials	2.Proof of Ownership a. I understand that I must provide ECRHA with a copy of the recorded deed. b. I understand that if I am the managing agent/property manager, I must provide ECRHA with a management agreement form. Otherwise, I must provide a notarized management agreement form signed by the Owner.
Owner's Initials	.Approved Residents of the Assisted Unit a. I understand that the family members listed on the lease agreement as approved by ECRHA are the only individuals permitted to reside in the assisted unit. b. I understand that I am not permitted to live in the unit while I am receiving Housing Assistance Payments (HAP) on behalf of the assisted family.
Owner's Initials	4.Housing Quality Standards: I understand that my obligations under the HAP Contract are aimed to ensure that the unit meets HUD's Housing Quality Standards (HQS) at all times during the term of the Contract
Owner's Initials	5.Participant Rent Payments: I understand that ECRHA determines the Participant's portion of the contract rent, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease that have not been specifically approved by ECRHA.
Owner's Initials	6.Reporting Vacancies and Evictions to ECRHA a. I understand that if the unit is vacated, I am responsible for notifying ECRHA in writing, immediately. b. I understand that if I am awarded an eviction judgment against a Participant, I must provide a copy of the certified court judgment to ECRHA within 10 business days.
Owner's Initials	7.Enforcement of the Lease: a. I understand that I am responsible for enforcing the provisions in the lease. b. I understand that I may report serious or repeated lease violations to ECRHA at any time.
Owner's Initials	8.Administrative and Criminal Actions for Intentional Violations I understand that failure to comply with the terms and responsibilities of the HAP contract is grounds for termination of participation in the assisted housing program. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State Criminal law.

By Signing below, I certify that I have read and understand the provisions of the HAP Contract (HUD-52641) and the Owner obligations listed above.

Owner/Owner Representative Signature

Date

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Landlord Fraud

The El Camino Real Housing Authority has serious concerns over violations of the Section 8 Existing Housing Program requirements.

We have recently identified cases of **FRAUD by Landlords and Tenants**. While participating in this Department of Housing and Urban Development (HUD) funded program all involved MUST properly utilize government funds and follow policy requirements.

Incidents of FRAUD: Willful misrepresentation to deceive the Section 8 Program. Criminal actions will be referred to the proper officials for investigation which could result in being terminated from participation in the program and accused of a FEDERAL CRIME.

Some examples of FRAUD involving the Landlord identified by the El Camino Real Housing Authority include:

1. Requiring side payment (Extra Rent) in excess of Family share of the rent. Any payment in excess of the rent goes against HUD policy and will not be approved by the El Camino Real Housing Authority.
2. Collection of assistance payment for units which have been vacated or are not being occupied by Section 8 Tenants. (We do not send payment assistance check if a tenant has left belongings in the unit.)
3. All persons living in the household are not reported, or are not on your lease (boyfriend, girlfriend, father, mother, brother, sister, friend, etc.)
4. Bribing Section 8 Program employees to certify substandard units as standard.

Participating Landlords are urged to immediately report any violation of the Section 8 Existing Housing Department Program. If you know of any violations or FRAUD committed by other persons, including tenants or other Landlords, please write to El Camino Real Housing Authority, 525 Ranchitos Road Unit 962, Taos, New Mexico 87571.

Section 8 Tenants are being advised to assist in preventing abuse of the Program. The Authority will take actions warranted to ensure that cases of fraud are prevented or prosecuted.

Thank you in advance for your cooperation.

Signature: _____

Date: _____

Print Name: _____

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Request for E-Mail Address

The El Camino Real Housing Authority would like you to provide your e-mail address, for general communication concerning Housing Authority and events.

It is the Housing Authority's goal to improve the quality of general communication and to take advantage of this low-cost technology. Legal and general notices will be mailed or sent by DocuSign with the exception of direct deposit advice sheets which will now be sent via email. We will also be sending notices regarding inspection deficiencies for your convenience so that you have them sooner.

Owner Name: _____

Owner Mailing Address: _____

Contact Name: _____

E-mail Address: _____

Signature of Owner

Date

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HQS COMMONLY FAILED ITEMS INSPECTION CHECKLIST

The following Housing Quality Standards (HQS) Commonly Failed Items Checklist is intended to provide guidance to landlords to ensure units during HQS inspections conducted by El Camino Real Housing Authority (ECRHA). Please note this is not an all-inclusive list of every possible failed item.

Commonly Failed Item	YES	NO	N/A
Units must be in "made ready" status only. "Made ready" status is defined as a unit that is ready for immediate move-in; for example, by having all utilities on, a working stove/refrigerator, no trash/debris on site, and working heating equipment (regardless of time of year).			
Units built pre-1978 cannot have any chipping or peeling paint inside or outside the unit. This also applies to exterior of secondary buildings, playgrounds, railings, and common areas of the property.			
Stove/Refrigerator must be clean and in working order (no missing kick plates, torn door seals, etc.).			
Cooling System, if provided, must be functioning properly.			
Heating System must be functioning properly regardless of the time of year.			
Electric, plumbing, and gas services must be operating in a safe manner and present no danger to occupants; for example, no electric hazards, plumbing leaks, gas leaks, missing P-traps, etc.			
All windows must have working locks or a permanently attached locking device.			
All windows must be in good working condition and able to remain open. Window pane(s) cannot be missing, broken, or cracked (cutting hazard.) Plexiglas is not an acceptable repair for glazed windows.			
All common areas will be inspected for safety hazards (Laundry room, pool area, etc.).			
The roof must not be leaking; indications of a leak include discolorations or stains on the ceiling.			
The hot water heater tank must have a temperature pressure relief valve with downward discharge pipe.			
Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.			
Stairs and railings must be secure.			
Handrails are required with four or more consecutive steps.			
A railing is required on unprotected heights (30 inches or higher above ground) such as around stairwells, balcony, walkways, etc.			
There must not be any trip hazards such as gaps/cracks greater than ¼ inch on sidewalk, walkways, driveways, common areas, etc.			
Smoke detectors are required in all bedrooms and adjacent hallways. See manufacturer's specifications for proper installation.			
All conversions/additions must pass HQS inspection and be properly permitted by City or local agency having jurisdiction over unit. SAHA may request copies of approved permits.			
All security/burglar bars must have a quick release mechanism (Must not need key, tool or special knowledge to open).			
Double-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.			

Owner Signature

Date

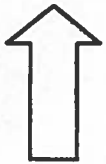
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ADVERTISE YOUR UNIT FOR RENTAL



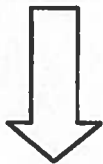
MEET A CURRENT SECTION 8 PARTICIPANT



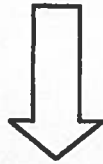
POTENTIAL TENANT APPLIES FOR UNIT AND IS APPROVED OR DENIED BY OWNER



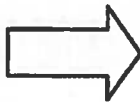
SECTION 8 DETERMINES IF THE CLIENT QUALIFIES FOR THE REQUESTED RENT. (BASED ON THE CLIENT'S INCOME).



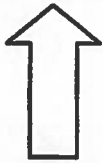
ONCE THE RFTA IS RECEIVED - SECTION 8 WILL MAKE SURE THE OWNER MEET THE SECTION 8'S QUALIFICATIONS (ALL REQUIRED DOCUMENTS IN FILE AND APPROVED CRIMINAL HISTORY)



IF FAMILY MEETS OWNER'S QUALIFICATIONS - OWNER COMPLETES THE "RFTA". THE RFTA MUST BE SIGNED BY OWNER AND POTENTIAL TENANT THEN SUBMITTED TO SECTION 8



IF REQUESTED RENT IS TOO HIGH - SECTION 8 WILL ATTEMPT TO NEGOTIATE RENT AMOUNT



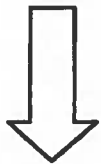
IF/WHEN THE REQUESTED RENT IS ACCEPTABLE TO BOTH PARTIES - AN INSPECTION IS SCHEDULED



INSPECTOR WILL DETERMINE IF UNIT HAS PASSED OR FAILED



LANDLORD MUST SUBMIT COPY OF LEASE AGREEMENT AND AN ORIGINAL SIGNED HAP CONTRACT SO THAT PAYMENT CAN BE PROCESSED



CLIENT MAY SIGN LEASE AND MOVE IN AFTER IT HAS BEEN VERIFIED THAT UNIT PASSED THE INSPECTION & INSPECTOR APPROVED THE REQUESTED RENT



AFTER INSPECTING UNIT - INSPECTOR WILL DETERMINE IF REQUESTED RENT IS "REASONABLE"



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Lease Up Process

Request for Tenancy Approval Timeline HAP Contract Execution Process

<p>Step 1</p> <p>RTA Submission</p>	<ul style="list-style-type: none"> Complete the RTA in its entirety and return to the Assisted Housing Dept. The owner must supply a valid email address. (Inspections will utilize this email address for scheduling)
<p>Step 2</p> <p>Determine Affordability</p>	<ul style="list-style-type: none"> Housing Specialist reviews the RTA to determine affordability. If the tenant cannot afford the unit, the housing specialist will contact owner to request contract rent reduction. If owner does not approve, the tenant will be given another RTA and look for a unit they qualify for. If the owner approves then the RTA is approved for tenant affordability. The housing specialist will review the RTA within 24-48 hours of receipt.
<p>Step 3</p> <p>Owner Approval</p>	<ul style="list-style-type: none"> New owners will be asked to complete our landlord packet. Please note: if you previously registered your information, we will not be pulling your landlord packet until RTA is submitted. If a new Landlord Packet is required and not completed within 5 business days, the RTA will be returned to the Housing Specialist to notify the tenant of the delay and to provide them with another RTA to search for a new unit.
<p>Step 4</p> <p>Inspections</p>	<ul style="list-style-type: none"> Once a landlord is established and/or approved for our program the RTA is sent to our HQS Inspector. The NRHA Inspector will contact the owner via email within 24-48 hours of receiving the RTA of a date and time for the inspection. The date of the inspection could be between 1-14 days of the receipt of the RTA to the inspections dept. The Inspections dept will conduct a Rent Comparability test. If the rent is not approved for that amount the information will be relayed to the Housing Specialist to obtain a reduction from the owner.
<p>Step 5</p> <p>Contract Execution</p>	<p>After a "Pass" result inspection, the Housing Specialist will give approval to move in and the HAP Contract will be sent via e-mail. Please note: tenants should not move in without proper approval from the Housing Specialist.</p>

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- The Owner should then return the signed HAP Contract and signed lease to the Housing Specialist.
- HAP Contract:

Head of Household matches lease

Contract unit matches lease

All household members are on lease

Initial lease term matches lease

Initial rent to owner matches lease

Utilities and Appliances matches lease

Signature of Owner and Management company representative with date

If there is any discrepancies with the HAP Contract DO NOT cross out information. Contact the housing specialist to revise the document

- Lease must include:

Contain lease effective date and lease end date

Names of all household members

Correct unit address (including apartment number)

Total contract rent amount matches HAP Contract

Utility responsibilities are indicated and match RTA

Signed and Dated by Participant and Owner

Tenancy Addendum attached to lease

All adjustment made after original participant signature must be initialed by the participant

- THA receives the signed contract and corresponding lease and executes for payment.
- HAP payments are generally paid within 60 -90 days of the signed HAP contract.

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, apartment number, city, State & zip code)
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3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
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9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

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

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

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number													
				-					-				
or													
Employer identification number													
				-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



El Camino Real Housing Authority

Securing Affordable Housing & a Brighter Future for All

Direct Deposit Authorization

I hereby authorize the **Northern Regional Housing Authority** to directly deposit my Housing Assistance Payment (HAP) to the bank listed below

I have attached a voided check for the account specified below

This authorization is to remain in force until the company has received written authorization from me of its termination or change.

Initial Authorization

Change in Authorization

Owner Name: _____

Mailing Address: _____

Telephone #: _____

Signature: _____ **Date:** _____

Email address: _____

(Check only one) **Checking**

Saving

Financial Institution: _____

Address: _____

City, State, Zip: _____

Telephone#: _____

Personal Account #: _____

Bank Routing #: _____

Company use only- EFFECTIVE DATE: _____

Office Use Only: Effective Date of entry: _____

Staff Name: _____

Main Office
301 Otero Avenue, Socorro, NM 87801
Tele: (575) 835-0196, Fax: (575) 835-3461
Email: maryann@socorrohousing.org

Valencia Office:
719 S. Main, Belen, NM Physical
Telephone: 575-835-0196 x403 or x 409
Fax: 575-835-3461

Mailing Address for all Counties is:
El Camino Real Housing Authority
P.O. Box 00
Socorro, NM 87801





HOUSING CHOICE VOUCHER FACTS

WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The housing choice voucher (HCV) program is the federal government's primary program for assisting very low-income families, the elderly, and persons with disabilities to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the HCV tenant, participants are able to find their own housing, including single-family homes, townhouses and apartments. Housing choice vouchers are administered locally by public housing agencies (PHAs) that receive federal funds from the U.S. Department of Housing and Urban Development (HUD). This means that the tenant, landlord and PHA all have obligations and responsibilities under the HCV program. A brief summary of each party's role is below:

HUD: HUD provides funds to allow PHAs to make housing assistance payments on behalf of the HCV tenants. HUD also pays the PHA a fee for the costs of administering the program. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Public Housing Agency: The PHA administers the HCV program locally and provides the HCV tenant with the housing assistance. The PHA must examine the tenant's income, household composition and ensure that their housing unit meets minimum housing quality standards. The PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family.

Landlord: The role of the landlord in the HCV program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. The Landlord enters into a lease agreement with the tenant.

Tenant: When a tenant selects a housing unit, they are expected to comply with the lease and the program requirements, pay their share of rent on time, maintain the unit in good condition and notify the PHA of any changes in income or family composition.

Rent: The PHA determines a payment standard that is between 90% and 110% of the Fair Market Rents regularly published by HUD representing the cost to rent a moderately-priced dwelling unit in the local housing market. The housing voucher tenant must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard, the tenant required to pay the additional amount.

HCV Households

- **8.75 years** is the average household time in the program
- **29.2%** are elderly (older than 62)
- **25.5%** are non-elderly disabled
- **45.5%** are single person
- **Over 75,000 HCVs** are designated for Veteran Affairs Supportive Housing

HCV Unit Type*

- **24.6%** are single family detached
- **11.4%** are semi-detached
- **17.2%** are rowhouse/townhouse
- **33.9%** are low-rise buildings
- **10.3%** are high-rise buildings
- **1.9%** are manufactured homes

**Does not include MTW agency data.*

HCV Unit Location

- **59.1%** are in central cities
- **37.4%** are in suburbs
- **2.9%** are in rural areas

The data in this document is current as of December 2020.

Endnotes

¹ Request for Tenancy Approval (RFTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:

- The unit is eligible;
- The unit has been inspected by the PHA and meets [Housing Quality Standards \(HQS\)](#);
- The lease includes the tenancy addendum;
- The rent charged by owner is reasonable; and
- For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share [[24 CFR 982.508](#)].

In addition, the PHA must not approve:

- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under [2 CFR part 2424](#).
 - If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
 - Other reasons as defined in [24 CFR 982.306](#).
- ² Rent Reasonableness: HUD regulation [24 CFR 982.507](#) requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.
- ³ Inspections: PHA must inspect the unit leased to a family prior to the initial of the lease, at least biennially during assisted occupancy (triennially for rural PHAs), and at other times as needed, to determine if the unit meets the HQS.

Some, but not all, PHAs have additional flexibility to approve tenancy and begin paying HAP on a unit that fails to meet the HQS, provided the deficiencies are not life-threatening and/or to approve assisted tenancy of a unit before the PHA conducts the initial HQS inspection if the property has, in the previous 24 months, passed a qualifying alternative inspection. For more information on these provisions see [PIH Notice 2017-20](#).

⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.

Endnotes

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³ Per [24 CFR 982.305\(b\)\(2\)](#), PHAs with 1,250 or fewer budgeted housing choice voucher units must send notice of the inspection to the family and owner within 15 calendar days after the family and owner submit the RFTA. The 15-day clock is suspended during any period when the unit is not available for inspection. PHAs with more than 1,250 budgeted housing choice voucher units must make the notice to family and owner within a reasonable time after the family and owner submit the RFTA.

⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in [24 CFR 982.4](#) to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.

⁵ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in [PIH Notice 2013-17](#).

The PHA's Role in the Housing Choice Voucher Program



U.S. Department
of Housing and
Urban Development

The Housing Choice Voucher program, commonly known as HCV or Section 8, is the Federal government's primary program for assisting low-income families, the elderly, and persons with disabilities to afford rent in the private market.

In the HCV program, the U.S. Department of Housing and Urban Development (HUD) pays rental subsidies so eligible families can afford decent, safe, and sanitary housing. The HCV program is generally administered by state or local governmental entities called public housing agencies (PHAs). HUD provides housing assistance funds to PHAs to distribute on behalf of families. HUD also provides funds for PHA administration of the program.

PHAs are State-Created Entities

Each state's law governs how PHAs are formed. There may be state, county, or city PHAs that are authorized to administer the program. PHAs are not federal agencies, although HUD has regulatory oversight over many of the programs PHAs administer. Under program regulations, PHAs have discretion to run their programs in ways that best support their local communities. As each community has its own unique needs and issues, PHAs in different areas will operate the HCV program in different ways.



PHAs Serve their Communities

PHAs run their programs to best serve the needs of their individual communities. Examples of how one PHA's HCV program may differ from another PHA's program include:



PHAs have discretion in setting payment standards. Payment standards determine the maximum amount of rental assistance a PHA may pay to a landlord on behalf of an assisted tenant. Two PHAs serving the same area may have vouchers operating under different payment standards.



PHAs are allowed to determine how to prioritize which families receive vouchers among all applicants for the program depending on the local housing needs. For example, some PHAs may have adopted a preference for people experiencing homelessness, while other PHAs may have adopted a preference for working families.



PHAs may offer distinct or special purpose vouchers that are specifically designed to help serve different high-need groups of people in their community. Some examples of high-need groups include veterans experiencing homelessness, non-elderly people with disabilities, and youth aging out of foster care.



PHAs follow different inspection schedules for their HCV units. For example, some PHAs may conduct inspections annually, while other PHAs may conduct them biennially, or even every three years in some rural areas.



Administrative Responsibilities of the PHA

PHAs perform a variety of tasks in administering the HCV program.



Helping Families Join the HCV Program

PHAs help families join the HCV program by maintaining waiting lists, processing applications, determining eligibility, issuing vouchers, providing search assistance, approving units, and executing contracts with landlords.



Providing Rental Assistance Payments to Landlords

PHAs provide a portion of the voucher family's rent to the landlord. Typically—though not in every instance—**families pay 30% of their monthly income towards rent**, while the PHA covers the remaining portion of the rent through a Housing Assistance Payment (HAP). PHAs will adjust the family's portion of the rent, as well as the payment to the landlord, if the voucher family experiences a change of income.



Helping Families Stay and Leave the HCV Program

PHAs help families retain assistance through the HCV program by verifying their income at regular intervals and when requested by the family. They also **assist the family in ensuring they still meet program requirements** during a move. PHAs may help families leave the HCV program by administering a Family Self-Sufficiency program, which helps HUD-assisted families increase their earned income so they can afford to leave the program. Some PHAs may refer families to other social service organizations to address specific challenges or needs.



Conducting Physical Inspections

PHAs help ensure that units are **decent, safe, and sanitary** by conducting inspections. Activities related to inspections include scheduling, notifying, and preparing for inspections; conducting inspections; and enforcing inspection standards. Inspectors are looking at key aspects of housing quality, including, but not limited to, sanitary facilities, illumination and electricity, lead-based paint, smoke detectors, and interior air quality.



Providing Landlord Supportive Services

In some instances, PHAs may provide certain supportive services to landlords. These activities may include **aiding in advertising rental units; providing incentive or bonus payments to landlords; or connecting landlords with potential tenants.**

For more resources, please visit the following webpage: www.hud.gov

Search for:

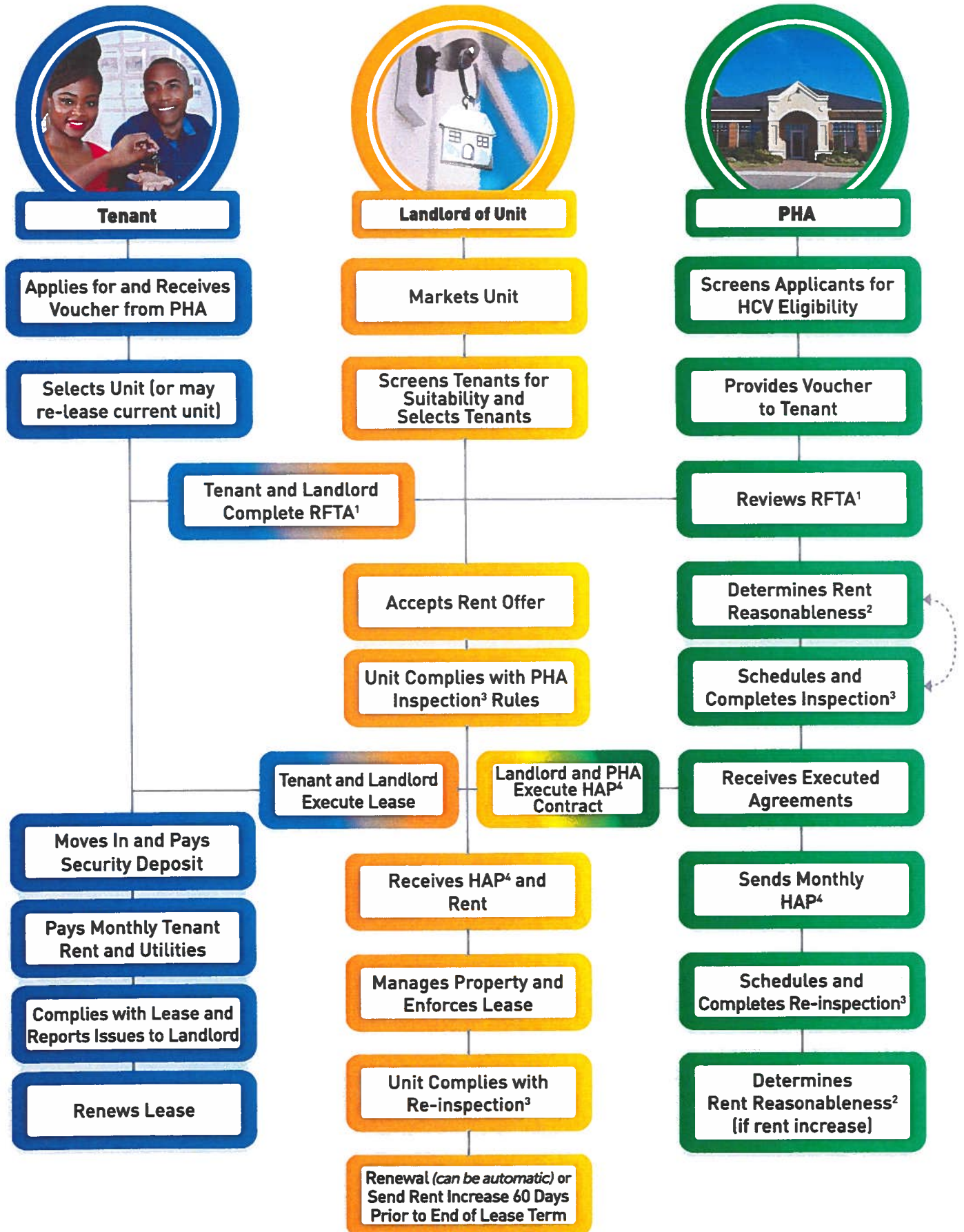
landlords



Landlord participation in the HCV program is free, and landlords do not pay to maintain compliance with the program, though in limited instances PHAs may charge for re-inspections after inspection violations have been found.

Housing Choice Voucher Program

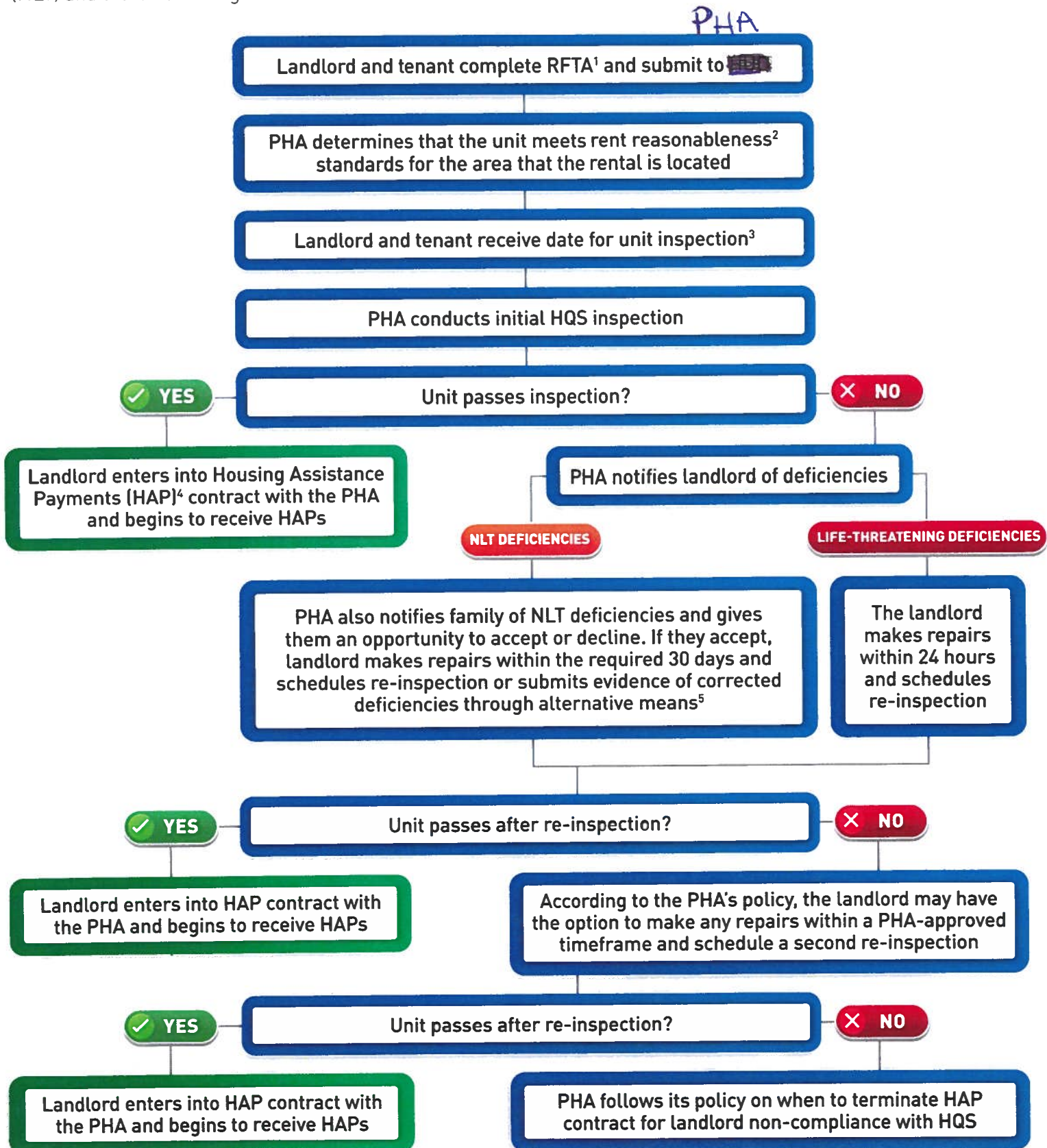
General Lease-Up Process for Landlords, Public Housing Authorities (PHAs) and Tenants



Housing Quality Standards (HQS) Initial Inspection Flowchart

Initial Inspections

When the family finds a unit that they wish to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the unit meets Housing Quality Standards (HQS). Landlords may want to review HUD's list of [Frequently Asked Questions](#) about HQS. Landlords may also want to contact their PHA(s), as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.





Department of
Housing and
Urban
Development

Veterans Affairs Supportive Housing (HUD-VASH)

As a landlord you can help end veteran homelessness

Veteran Homelessness

U.S. military veterans are 50% more likely to become homeless than other Americans.

Veteran homelessness is a complex issue that goes beyond just lack of affordable housing and poverty; it includes challenges like trauma, mental health and substance abuse.

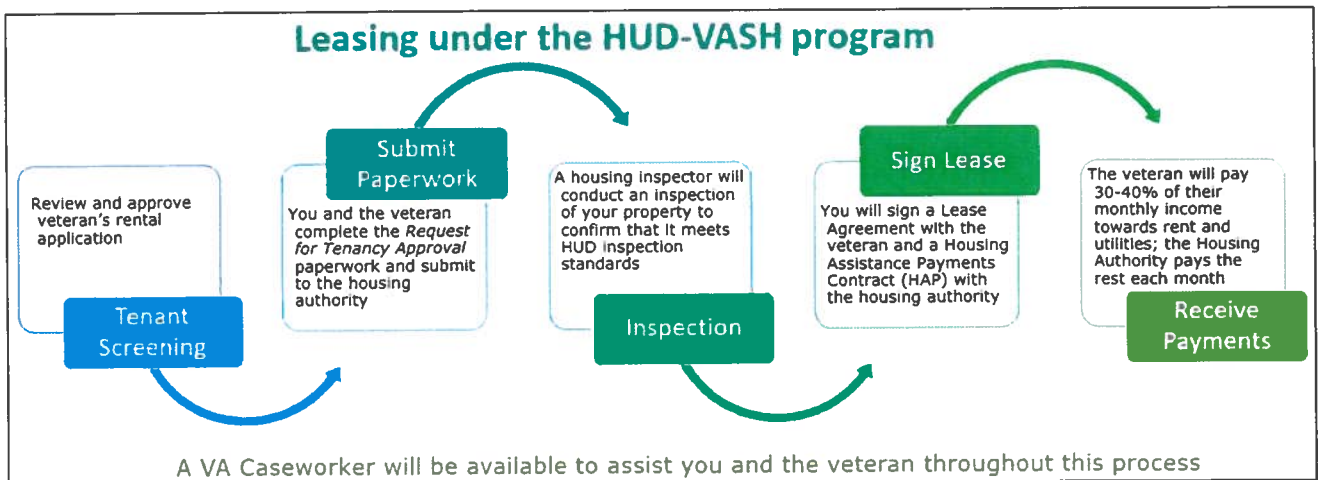
Housing Homeless Veterans

Through the HUD-VASH program, homeless veterans receive rental assistance through a Housing Choice Voucher to rent privately owned housing.

HUD-VASH is a collaborative program between HUD and the Department of Veterans Affairs (VA). HUD-VASH combines housing vouchers with VA services to help veterans who are homeless and their families find permanent, affordable housing.

Advantages of becoming a HUD-VASH landlord:

- A Housing Choice Voucher pays a portion of the rent each month which reduces the veteran's portion of the rent to an affordable amount.
- Ongoing case management provides an additional resource for communication between the landlord and tenant.
- Regular inspections conducted by the Housing Authority help protect your real estate investment by identifying potential property concerns early.
- Special incentives for HUD-VASH landlords may be available and vary by PHA.





El Camino Real Housing Authority

Securing Affordable Housing & a Brighter Future for All



El Camino Real Housing Authority Housing Choice Voucher Program

Landlord Handbook

Revised: May 1, 2020

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Glossary

The El Camino Real Housing Authority uses technical and abbreviated terms to describe items and members within the organization and within the HCV Program. This glossary is a guide to those terms.

Co-head

An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Displaced family

A family in which each member, or whose sole member, is a person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly family

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

Family

Includes, but is not limited to, the following:

- A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person;
- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); or any other single person; or
- An elderly family or a near-elderly family; or
- A disabled family; or
- A displaced family; or
- The remaining member of a tenant family.

HAP Contract

Housing Assistance Payments Contract

Head of Household

The adult member of the family who is considered the head for purposes of determining income eligibility and rent including, but not limited to, minors who are emancipated under state law and adult members of the household designated by the family as head, wholly or partly responsible for paying the rent and with the legal capacity to enter into a lease under state/local law.

Household

Household is a broader term that included additional people who, with ECRHA's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

Housing Unit

Residential space for the private use of a family.

HQS

Housing Quality Standards; Units must meet HQS standards throughout the year; HQS Inspections are required before the Housing Assistance Payments Contract is signed and at least annually during the term of the contract.

HUD

The U.S. Department of Housing and Urban Development; established in 1965, HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities and enforcing housing laws.

Interchangeable Terms

For the purposes of this Participant's Handbook, the following terms are used interchangeably throughout its entirety:

- "program participant," "participant," "tenant," "participant family," "family," and "household;"
- "housing unit," "unit," and "home;"
- "you," "landlord," "property manager" and "owner."

Landlord

Any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program; includes a principal or other interested party such as a designated agent of the owner of the unit.

Near-elderly family

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Other Adult

A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

Participant

An eligible low-income individual, family, senior citizen or person with disabilities that has been admitted to the housing assistance program and is currently assisted in the program.

Person with Disabilities

Federal laws define a person with disabilities as "any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment."

PHA

Public Housing Agency.

ECRHA

The El Camino Real Housing Authority is the public housing authority (PHA) serving the following Counties: Socorro, Valencia and Tarrant.

Spouse

Spouse means the marriage partner of the head of household; the term "spouse" does not apply to friends, roommates or significant others who are not marriage partners; a "marriage partner" includes the partner in a "common law" marriage as defined as state law. A family may have a spouse or co-head, but not both.

Total Tenant Payment (TTP)

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Utility allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement

In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Voucher

The family's authorization to search for housing, which specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration; is evidence that ECRHA has determined the family to be eligible for the program and that ECRHA expects to have money available to subsidize the family if the family finds an approvable unit.

Landlord Handbook Introduction

Welcome to the Housing Choice Voucher Program!

Your role as a landlord in the Housing Choice Voucher (HCV) program is important to the El Camino Real Housing Authority (ECRHA) and to the participants of the HCV program. Without the landlords, the HCV program's principal goal to expand affordable housing opportunities to low-income families would not be possible.

The HCV program benefits all parties involved: the landlord, the participant and ECRHA. The participant is benefited in that they are able to afford housing in the unit of their choice within Socorro, Valencia and Torrance Counties, while the landlord is benefited by the professional contractual agreement of housing assistance payments. In turn, ECRHA is able to improve lives and advance resident independence.

The HCV program also impacts the local economy through the \$99 million dollars in direct payment to local property owners and landlords.

This handbook will not only provide the rules and regulations of the HCV program, but it will also provide you with a step-by-step guide to achieving your goals/objectives as a landlord. From HAP contracts to commonly failed Housing Quality Standards (HQS), this handbook will pave the way to your success as an HCV landlord.

Thank you for your participation in the HCV Program!

Mary Ann Chavez-Lopez, Executive Director

History of the Housing Choice Voucher Program

The Housing and Community Development (HCD) Act of 1974 created the Section 8 certificate program, which shifted the federal housing strategy from locally-owned public housing to privately-owned rental housing.

The Certificate program was designated as a tenant-based assistance program rather than a unit-based assistance program, meaning if the family chose to move to another privately-owned rental unit that met program requirements, the assistance would stay with the family.

The HCD Act of 1987 authorized a new form of the Certificate program—the Section 8 Voucher Program. The Section 8 Voucher Program was different from the Certificate program in that there was no fair market rent limitation on rent and the family contribution to rent was not set at a limit of 30 percent of adjusted income.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) mandated that the two programs (Certificate program and Voucher Program) be merged together into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program. By 2001, all families receiving tenant-based assistance were converted to the HCV Program.

Housing Choice Voucher Program Overview

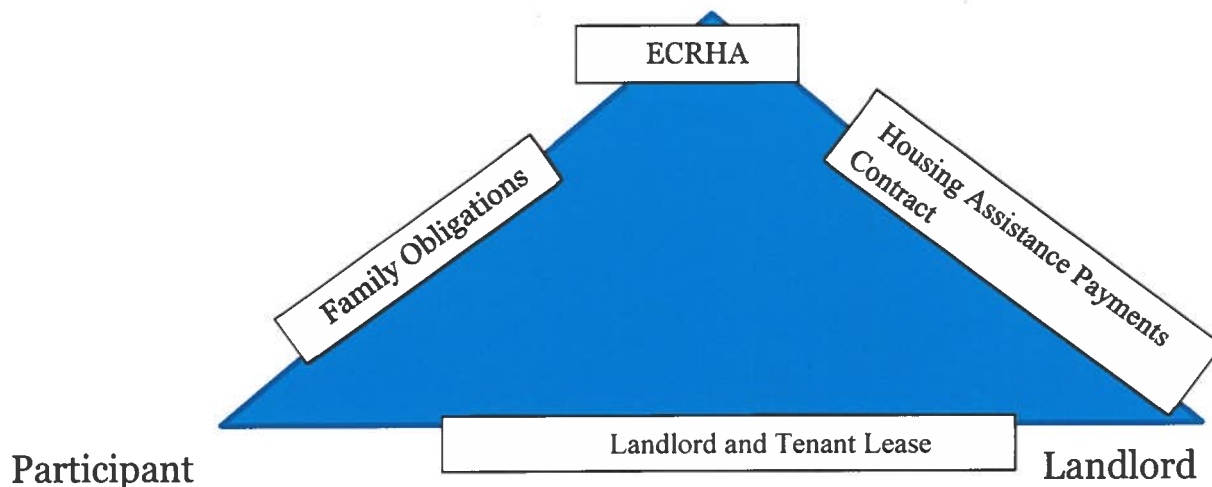
ECRHA's Housing Choice Voucher Program (HCV) offers the opportunity for low-income families to choose affordable rental housing within Socorro, Valencia and Torrance County. The program grants families the ability to obtain housing outside areas of high poverty concentrations, offering families a chance for a better quality of life. The HCV program is unique in that it provides tenant-based assistance rather than project-based assistance, allowing the voucher to move with the tenant.

How the Housing Choice Voucher Program Works

an applicant is placed on the Housing Choice Voucher Waiting List after applying online at www.elcaminoallhousing.org (only if the Waiting List is Open)

If the applicant is determined eligible, the applicant will receive a voucher, which authorizes the applicant to search for a housing unit and specifies the bedroom size for which the applicant qualifies for.

When the applicant's name reaches the top of the wait list, the applicant is contacted in writing to schedule an appointment with the Housing Counselor to determine eligibility for the Housing Choice Voucher Program.



El Camino Real Housing Authority

ECRHA must verify initial eligibility for applicants and recertify participants annually for continued participation in the program.

ECRHA must conduct unit inspections annual and ensure Housing Assistance Payments (HAP) are processed in a timely manner (The ECRHA has until the 5th of every month to issue a check or submit a direct deposit.

ECRHA issues checks on the 1st-5th of every month and on the 15th of every month only.

ECRHA must insure compliance with program policies and procedures.

ECRHA Rules and Regulations

HUD determines the rules and regulations of the HCV Program and contracts with ECRHA to carry them out. These procedures of operations are included in ECRHA's Administrative Plan, a document approved by ECRHA's Board of Commissioners. The Admin Plan is available to read on ECRHA's website under the Assisted Housing Programs tab within the Housing section of the site, while the general HCV regulations are located in Part 982 of Title 24 in the Code of Federal Regulations (24 CFR 982).

If ECRHA approves the inspection and terms of the lease, the applicant will be authorized to move in and ECRHA will begin making Housing Assistance Payments to the landlord.

Once the applicant finds a suitable unit, the unit must pass a Housing Quality Standards inspection, and the landlord and applicant must settle on terms of the lease.

The program participant and landlord will stay in the Housing Choice Voucher Program as long as they fulfill their obligations, provide all necessary information to ECRHA, and ensure their units are up to Housing Quality Standards.

Participant

- Participants must comply with all program requirements and family obligations.
- Participants must maintain the condition of the assisted unit in compliance with Housing Quality Standards (HQS).
- Participants must only use the assisted unit as the family's residence.
- Participants must pay rent to landlord.

Landlord

- Landlord is responsible for screening potential tenants.
- Landlord must comply with all owner obligations under the Housing Assistance Payment C
- Contract and the Residential Lease Agreement.
- Landlord must abide by ECRHA's rules and regulations.
- Landlord must enforce rules and regulations of the residential lease agreement, and ensure the unit meets Housing Quality Standards (HQS).

Housing Choice Voucher Program Owner Qualifications

ECRHA does not have to formally approve an owner to participate in the HCV program; however, there are a number of criteria where ECRHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program

Owners are barred from participation in the Housing Choice Voucher Program if:

ECRHA has been informed that the owner has been debarred, suspended or is subject to a limited denial of participation, or if the owner has violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

ECRHA will not approve a Request for Tenancy Approval if the owner is the parent, sibling, child, grandparent, grandchild, half-sibling, or step-family member of any member of the participant's family. ECRHA may make an exception as a reasonable accommodation for a family member with a disability.

ECRHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter: any present or former member or officer of ECRHA (except a participant commissioner); Any employee of ECRHA, or any contractor, subcontractor or agent of ECRHA, who formulates policy or who influences decisions with respect to the programs; Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; Any member of the Congress of the United States.

The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.

The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

The owner has engaged in any drug-related criminal activity or any violent criminal activity.

The owner has a history or pattern of practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program during the preceding 18 months.

The Owner has a history or pattern of practice of serious and/or repeated HQS violations in units leased under the tenant-based programs during the preceding 18 months .

The owner has a history of pattern of practice of failing to terminate tenancy of tenants of units

assisted under the HCV program or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- a. Threatens the right to peaceful enjoyment of the premises by other residents;
- b. Threatens the health or safety of other residents, of employees of ECRHA, or of owner employees or
- c. Other persons engaged in management of the housing;
- d. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons
- e. Residing in the immediate vicinity of the premises; or
- f. Engages in drug-related criminal activity or violent criminal activity.

The owner has a history or pattern of practice of renting units that fail to meet state or local housing codes.

The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, ECRHA will consider any mitigating factors. Such factors may include, but are not limited to:

The seriousness of the violation in relation to program requirements;

The impact on the ability of families to lease units under the program; and

The health and safety of participating families.

ECRHA will only enter into a contractual relationship with the legal owner of a qualified unit or their designated representative. If a party other than the owner will manage the property, the owner must provide:

Management Agreement; or

A notarized statement specifying the designee(s), signed by the owner.

No tenancy will be approved without acceptable documentation of legal ownership, including, but not limited to:

Recorded deed of trust;

Final settlement statement signed by buyer, seller, and title company; or

Proof of taxes for most recent year.

Leasing Up with ECRHA Rent Calculation & Voucher Issuance.

Applicants are determined eligible for the Housing Choice Voucher Program based on their annual income. ECRHA serves three different types of low-income families: low-income, very low-income, and extremely low-income.

Income Limits

The three income limits are determined by family size and the median income of Socorro, Valencia and Torrance Counties: Low-income families are determined as families whose annual income does not exceed 80% of the median income; very low-income families are determined as families whose annual income does not exceed 50% of the median income; and extremely low-income families are determined as families who's annual income does not exceed 30% of the median income

After applicants are determined income-eligible to participate in the Housing Choice Voucher Program, applicants' rent portion, which may not exceed 40% of the household's monthly income, is calculated using their income.

Calculating Income

The annual gross income is calculated for every member of the household.

Income included in annual income: **Income not included in annual income:**

- Employment Earnings
- Regular Contributions
- Unemployment Benefits
- Child Support
- Social Security/SSI
- TANF
- Retirement Benefits
- Alimony

- Live-In Aides' Earnings
- Foster Children's Earnings
- Snap Benefits
- Employment Income of Children under 18 years

After the Housing Assistance Specialist (HAS) calculates the applicant's income, the applicant's maximum rent portion is calculated based on the payment standard that applies to the applicant's required bedroom size.

Payment Standards

Payment standards are used to calculate the rent portion that the program participant will pay (Total Tenant Payment) and that ECRHA will pay (Housing Assistance Payment). The payment standard reflects the maximum Housing Assistance Payment (HAP) that ECRHA can pay based on the Fair Market Rents (FMR) annually established for the area by HUD. Payment standards are specified by bedroom size.

After applicants are determined eligible for the program based on information stated in the waiting list application, ECRHA will issue the family a Housing Choice Voucher Program voucher.

Housing Choice Voucher Program Voucher

The voucher is the family's authorization to search for housing, which specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. In addition, the voucher contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that ECRHA has determined the family to be eligible for the program, and that ECRHA expects to have money available to subsidize the family if the family finds an appropriate unit.

Vouchers are active for 60 days and expire on the expiration date. The Request for Tenancy Approval (RTA) Form will not be accepted after the expired date. Voucher extensions may be granted on a case-by-case basis.

Shopping Estimate:

Along with the voucher, the applicant is given a shopping estimate worksheet which lists the following information:

- Family Name
- Bedroom Size
- Maximum Family Contribution
- Maximum Rent Amount

The payment standard and the maximum family contribution does not reflect the proposed rent amount for the unit. The landlord must propose a rent amount that ECRHA will later determine affordable and reasonable.

NOTE: The applicant may apply for tenancy in a unit that goes above the payment standard or for a unit that is larger than the bedroom size voucher as long as the rent does not exceed 40% of the household's monthly income.

Flat Utility Allowance Schedule

ECRHA's HCV Program has not implemented a flat utility allowance which is based on bedroom size only.

Leasing Up with ECRHA Request for Tenancy Approval

Applicants receive a shopping estimate, which provides a maximum rent amount that the household may afford. Once an applicant finds a suitable unit, the applicant must submit a Request for Tenancy Approval (RTA) to ECRHA.

The applicant will provide the landlord with the Moving Packet, which must be completed by the landlord, and signed by both the landlord and applicant.

*A Notice of Family Rental History will be sent to the landlord if the applicant for tenancy is an existing participant of the Housing Choice Voucher Program.

In addition, a Management Agreement, Proof of Ownership, and one (1) original and two (2) copies of the Residential Lease Agreement must be submitted with the completed Moving Packet.

The following section will provide guidance on how to

Moving Packet (Owner/Landlord)

Request for Tenancy Approval Form (RTA)

Owner Certification Form

Lead-Based Paint Disclosure

W-9 for Owner or Payee

Direct Deposit Form

Tenancy Addendum

Notice of Family Rental History*

Supporting Documentation Needed

Management Agreement

Proof of Ownership

Residential Lease Agreement

Filling Out the Request for Tenancy Approval Form

- 1. Name of Public Housing Agency (PHA):** El Camino Real Housing Authority (ECRHA)
- 2. Address of Unit :** If unit is an apartment, include the apartment number.
- 3. Requested Beginning Date of Lease**
- 4. Number of Bedrooms**
- 5. Year Constructed**
- 6. Proposed Rent:** Rent amount will be determined reasonable by Inspection Department.
- 7. Security Deposit Amount:** The security deposit is the sole responsibility of the participant and will not be paid by ECRHA.
- 8. Date Unit Available for Inspection**
- 9. Type of Housing**
- 10. If the unit is subsidized, indicate type of subsidy.**
- 11. Utilities and Appliances:** Mark which party pays for utilities and provides appliances by using "O" for owner and "T" for tenant.

Filling out the Request for Tenancy Approval Form cont'

Owner's Certifications

12a. **Owners of projects with more than 4 units must complete the following sections for most recently leased comparable unassisted units within the premises:** HUD requires that owners not charge more for assisted units than for comparable units on the premises (Admin Plan)

12b. **The owner (including a principal or other interested party) is not parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities:**

12c. **Check the following that apply to the unit regarding lead-based paint.**

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility:** (See Owner's Responsibilities for Request for Tenancy Approval section below).

14. **The owner's lease must include word-for-word all provisions of the HUD tenancy addendum:** (See Tenancy Addendum section on Page).

15. **The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved:** (See Inspections section).

Both the Owner and the Applicant must sign the Request for Tenancy Approval (RTA) Form at the bottom of Page 2.

Owner Responsibilities: Request for Tenancy Approval

The owner is responsible for performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.

ECRHA will not conduct additional screening to determine an applicant family's suitability for tenancy

Leasing Up with ECRHA Request for Tenancy Approval (Cont.)

Filling Out the Owner Certification Form

The Owner Certification Form lists owner obligations of the Housing Choice Voucher Program. Landlords must fill out the requested information, initial **each** owner obligation, and sign to certify that he or she understands the owner obligations listed and the provisions of the Housing Assistance Payment Contract.

Owner Certification Form

Filling Out the Lead-Based Paint Disclosure Form

The Lead-Based Paint Disclosure Form is only needed if the property was built before 1978.

Completing a Management Agreement (If Applicable)

ECRHA only requires a management agreement if the owner of the unit has hired a management agent to oversee the unit. Acceptable Management Agreements include notarized statements from the owner indicating permission for the management agent to oversee the assisted property.

Filling Out W-9 Forms for the Owner and Payee

Landlords must provide one (1) W-9 Form for the owner and one (1) W-9 form for the payee. If the landlord is both the owner and payee, the landlord must still provide **two** (2) W-9 forms. For the Verification of Taxpayer ID Number section, landlords must attach a Social Security Card if using a Social Security Number, or must attach a confirmation letter from the IRS if using a Employer Identification Number.

Filling Out the Direct Deposit Form

All Housing Assistance Payments (HAP) are paid through direct deposit. For security and privacy reasons, W-9 Forms and Direct Deposit Forms should be hand-delivered, mailed or faxed to 575-835-3461 with the applicant name. The W-9 Form and Direct Deposit Form must be received within two (2) business days from the time the moving packet was submitted by the applicant. A copy of a voided check is required.

Providing Proof of Ownership

Private landlords must provide verification of permission to be payee. Settlement agreements are accepted with the owner, seller, and title company signatures. Landlords may also go the Socorro, Valencia and Tarrant County Clerk's office and print proof of ownership.

Residential Lease Agreement

Applicants must submit one (1) original and two (2) copies of the Residential Lease Agreement with the Moving packet.

The residential lease agreement must be completely filled out with the exception of the lease effective date and the contract rent amount. The Request for Tenancy Approval Form has spaces to provide the proposed lease effective date and the proposed contract rent amount. Once the lease effective date and rent amount have been approved, they will be applied to the lease agreement. Leases marked through or with white-out will not be accepted.

Owner Responsibilities: Residential Lease Agreement

- Provide all housing services as agreed to in the lease.
- Provide the lease to ECRHA, including any revisions agreed to by the owner and tenant.
 - By signing the Housing Assistance Payment Contract (ECRHA), the owner certifies that the terms of the lease are in accordance with all provisions of the ECRHA and the lease includes the Tenancy Addendum.
 - If the dwelling lease is incomplete or incorrect, ECRHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will be accepted as hard copies in-person, by mail, or by e-mail. ECRHA will not accept this information over the phone.
- Enforce the tenant obligations under the lease.
- Notify ECRHA of any changes in the amount of the Rent to Owner at least 60 days before any such changes go into effect.
- During the initial term of the lease, the owner may not raise the Rent to Owner.
- All requests for rent increases must be submitted 60 days prior to the anniversary date of the Housing Assistance Payment Contract (ECRHA). ECRHA will determine whether the requested increase is reasonable within 30-45 calendar days of receiving the request from the owner. Upon making a determination, ECRHA will notify the owner, in writing, within 10 business days.
- Provide a copy of any changes in the lease to ECRHA in writing.
- The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- DO NOT** lease a unit to a family that owns or has an interest in the unit.
- DO NOT** include in the lease any family member of the owner.
- The owner of the assisted unit must not be the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless ECRHA has determined (and has notified the owner and the family of such determination) that approving a rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a family member who is a person with disabilities.
- Provide** all utilities not paid by the family under the lease to comply with HQS requirements.

Leasing Up with ECRHA Tenancy Addendum

The Tenancy Addendum lists the responsibilities of each party participating in the Housing Choice Voucher Program.

The Tenancy Addendum must be attached to the residential lease agreement.

Owner Responsibilities: Tenancy Addendum

Comply with the Tenancy Addendum at all times.

When there is a conflict between the provisions of the Tenancy Addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the language of the Tenancy Addendum shall control.

DO NOT make any changes to the Tenancy Addendum

Housing Assistance Payment Contract

The Housing Assistance Payment Contract (HAP Contract) asks for information related to the residential lease agreement and describes the responsibilities of all parties related to the ECRHA.

Owner Responsibilities: Housing Assistance Payment Contract

- Comply with all owner obligations under the Housing Assistance Payment Contract (ECRHA) and residential lease agreement.
- Prepare and furnish to ECRHA the information required under the ECRHA.
- Provide any notice to the family in connection with the ECRHA in writing.
- DO NOT** assign the ECRHA to a new owner without the prior written consent of ECRHA.
 - In order to change the HAP payee under an outstanding ECRHA, ECRHA must receive a completed and signed Change of Ownership/Payee Packet, which is available on the ECRHA website.
- Ensure that the family resides in the contract unit and that the unit is the family's only residence.
- Ensure that no person or entity has or will have a prohibited interest.
- A prohibited interest includes a person or entity of any of the following classes having any direct/indirect interest in the ECRHA or receiving 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:
 - Any present or former member or officer of ECRHA (except a ECRHA commissioner who is a participant in the program);
 - Any employee of ECRHA, or any contractor, sub-contractor or agent of ECRHA, who formulates policy or who influences decisions with respect to the program;
 - Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or Any member of the Congress of the United States.
- Immediately disclose prohibited interests to ECRHA and HUD, when they occur.
- Collect from the family any such security deposit.
- ECRHA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.

Leasing Up with ECRHA

- Collect from the family the tenant portion of Rent to Owner.
The portion of Rent to Owner is not covered by the HAP.
- Collect from the family any changes for unit damage by the family.
- DO NOT** charge a contract rent that exceeds rents charged for rental of comparable unassisted units in the premises.

The owner must give ECRHA any information requested by ECRHA on rents charged by the owner for other units in the premises or elsewhere.

- DO NOT** charge a contract rent that exceeds the reasonable rent for the unit as most recently determined by ECRHA.

- DO NOT** charge or accept any payment for rent in addition to the Rent to Owner.
- Rent to Owner includes the following to be provided and paid by the owner in accordance with the lease: all housing services, maintenance, utilities and appliances.
- The cost of meals or supportive services may not be included in Rent to Owner and the value of meals or supportive services may not be included in the calculation of reasonable rent.
- The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy under the terms of the lease or eviction.
- The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

- Terminate the family's tenancy in accordance with the lease and HUD requirements only.

- Evict the family by court action only.
- 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.
- The owner must give ECRHA a copy of any owner eviction notice at the same time the owner notified the tenant. Eviction notice means a notice to vacate, a complaint or other initial pleading used to begin an eviction under State or Local law. At the same time means within 3 business days.

- Promptly refund the unused security deposit to the tenant.
- 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.

- DO NOT** commit fraud, bribery, or corrupt acts in connection with the program.

- Fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program by the owner is a breach of the ECRHA.
- In all cases of overpayment of subsidy caused by the owner, the owner must repay ECRHA any excess subsidy received.

- Owner program abuse includes, but is not limited to, the following:
 - Charging the family rent above or below the amount specified by ECRHA;
 - Charging a security deposit other than that specified in the family's lease;
 - Charging the family for services that are provided to unassisted tenants at no extra charge.
 - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
 - Knowingly accepting incorrect or excess housing assistance payments;
 - Offering bribes or illegal gratuities to ECRHA's Board of Commissioners, employees, contractors, or other ECRHA representatives;
 - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to ECRHA;
 - Residing in the unit with an assisted family;
 - Subleasing of space in the assisted unit; and
 - Not allowing the participant full and prohibited access and use of areas assisted under the ECRHA.
- DO NOT** engage in any drug-related or violent criminal activity.
- Comply with the Violence Against Women Act (VAWA) when screening for and terminating tenancy.
- The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- DO NOT** discriminate against any person because of race, color, religion, sex, national origin, familial status, or disability in connection with the lease or ECRHA.
- Cooperate with ECRHA and HUD in conducting Equal Opportunity Compliance Reviews and Complaint Investigations in connection with the ECRHA.

Once all documents are completed, the owner will be contacted within 7 to 10 business days to schedule an inspection. Once the unit passes a Housing Quality Standards (HQS) Inspection, the contract is finalized and e-mailed to the landlord, and the Housing Assistance Payment (HAP) will be processed when ECRHA receives the original signed contract.

Landlords are encouraged to provide a valid e-mail address and use Docsign Sign to sign the Housing Assistance Payment Contract in order to expedite the processing of the Housing Assistance Payment.

Housing Quality Standards Inspections Process and Overview

Types of HQS Inspections

Initial/Move-In Inspections:

ECRHA conducts initial inspections to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before any Housing Assistance Payments can be paid to the owner; therefore, it is best if the family does not move into the unit before approval

Annual Inspections:

HUD requires ECRHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. The inspections may be conducted in conjunction with the family's annual reexamination, but is typically Conducted separately.

Special Inspections

A special inspection may be requested between annual inspections by the owner, the family or a third party as a result of problems identified with a unit between annual inspections.

Quality Control Inspections

HUD requires that a sample of units be inspected by a quality control inspector to ensure that HQS is being enforced correctly and uniformly by all inspectors.

Life-Threatening Conditions

If a unit has been found to be in life-threatening conditions as defined above, the inspector will give the landlord/tenant 24 hours to make the corrections required.

- Life-threatening conditions include, but are not limited to, the following:
- Lack of security for the unit;
 - No utilities (e.g., electric, gas, and water);
 - Waterlogged ceiling in imminent danger of falling;
 - Major plumbing leaks, flooding or sewer back-ups;
 - Natural gas leak or fumes;
 - Nonfunctional heating equipment during the period between November 1 and March 31;
 - Obstacle(s) preventing the tenant's exit from the unit; and
 - Lack of at least one functional smoke detector on each floor level of the unit.
 -

Owner Responsibilities: HQS Inspections

- The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family or submit documentation of the serious or repeated lease violation to ECRHA as evidence that the family breached its obligations.
- If ECRHA cannot determine the cause of an HQS deficiency, the owner will be responsible for correcting the item.
- The owner is responsible for maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- The owner must correct HQS deficiencies within the period specified by ECRHA.
- ECRHA must not make any housing assistance payments if the contract unit does not meet HQS requirements,
- unless the owner corrects the defect within the period specified by ECRHA and ECRHA verifies the correction.

- When ECRHA identifies HQS deficiencies that are not life threatening or classified as a 3-business-day inspection, ECRHA will send the owner and the family a written notification of the inspection results within five (5) business days of the inspection. The written notice will specify the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.
- If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
- The corrective actions must be taken by the next business day of ECRHA's notice. The owner shall determine who is responsible for correcting the violation.
- All maintenance and replacement (Including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- It is unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

Family Responsibilities: HQS Inspections

- The family is responsible for any HQS deficiency caused by the family, including the following:
 - Tenant-paid utilities not in service;
 - Failure to provide or maintain family-supplied appliances; or
 - Damage to the unit or premises caused by a household member or guest, beyond normal wear and tear. "Normal wear and tear" is defined as physical deterioration which occurs in the normal course of tenancy, without negligence, carelessness, accident or abuse of the unit or premises by the household members or guests.

Housing Quality Standards Inspections **The Inspection Process**

The El Camino Real Housing Authority will allow for:

- **One Failed Inspection and one Re-inspection; or**
- **One no show/not read, one failed inspection, and one re-inspection**

The Initial Process

- The ECRHA will complete the initial inspection within ten (10) business days of the submission of the Request for Tenancy Approval (RTFA).
- If all repairs are completed within 30 days of the initial inspection, the owner must notify the ECRHA that all repairs have been made.
- If any HQS violations are identified, the ECRHA will notify the owner of the deficiencies and give the owner no more than 30 calendar days from the date of the initial inspection to correct the deficiencies.

Initial Inspections

HUD requires the unit to pass Housing Quality Standards (HQS) before the effective date of the lease and Housing Assistance Payment (HAP) Contract (See Inspection Process chart below).

Failed Inspections

Units that do not pass inspection within the guidelines stated above or within 30 days of the initial inspection will result in a Final Fail. Two consecutive inspections resulting in no show/not ready will result in a Final Fail.

If the time period for correcting the deficiencies has elapsed, or the unit is given a “Final Fail” rating, ECRHA will notify the owner and the family that unit has been rejected and that the family must search for another unit. Following a “Final Fail” determination, the family may submit a new RTA for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utility services must be available for testing at the time of the initial inspection. If the utility service is not available for testing at the time of the initial inspection, the inspection will not be conducted and will count as a failed inspection of the unit.

If the family is responsible for supplying the stove and/or refrigerator, ECRHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements and a subsequent inspection will be conducted within 72 hours. **If the appliances are supplied by the owner, they must be present at the time of inspection.**

Self-Certification of corrective action is allowed for five or fewer HQS owner deficiencies. ECRHA will require a self-certification of repairs signed by the landlord and tenant. All self-certifications are subject to a Quality Control Inspection.

Annual Inspections

Each unit under HAP contract must have an annual inspection no more than 12 months after the most recent annual inspection.

If the family misses a scheduled inspection without ECRHA approval or if the notice is returned by the post office with no forwarding address, ECRHA may consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Participants who have been processed as biennial or triennial re-certifications must still receive annual HQS inspections to participate in the Housing Choice Voucher Program

ECRHA will not consider a unit to have passed an inspection until the landlord and ECRHA have agreed on the rent amount. ECRHA will set the rent amount at the lower of: the current rent amount or the rent supported by current rent reasonableness survey

ECRHA will re-inspect the unit within 10 calendar days of the date the owner notifies ECRHA that the required repairs have been made.

Special/Complaint Inspections

ECRHA will conduct a special inspection if the owner, family or another source reports HQS violations in the unit. During a special inspection, ECRHA generally will only inspect those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 30 days of the date the special inspection is scheduled, ECRHA may elect to conduct a full annual inspection.

ECRHA will attempt to notify the family and/or landlord, although prior notification to the family and/or landlord is not required for special inspections

Housing Quality Standards Inspections Overview

The goal of the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to low-income families. Housing Quality Standards (HQS), set by HUD, helps ECRHA accomplish that goal by defining standard housing and establishing the minimum quality criteria necessary for health and safety of program participants.

All assisted housing units must meet HQS in order to participate in the HCV program. **All units must maintain HQS throughout the term of the contract.** ECRHA staff will ensure that current and potential HCV housing units meet the minimum acceptable criteria for each of the 13 key housing quality components addressed in HQS inspections:

Sanitary Facilities

- The dwelling unit must include sanitary facilities within the unit.
- The sanitary facilities must be usable in privacy and must be in proper operation condition and adequate for personal cleanliness and disposal of human waste.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given five (5) business days to make the necessary repairs.
- All bathrooms must have an openable window or exterior exhaust system. If a bathroom does not have an openable window or exterior exhaust, ECRHA may permit a ductless ventilation system that prevents the accumulation of unhealthful odors and sewer gases.
- Sanitary facilities must be located in a separate room, be free of hazards and have the following:
 - A flushable toilet in proper operating condition;
 - A sink with a sink trap, and hot and cold running water;
 - A shower or tub with hot and cold running water;
 - An approved public or private disposal system; and
 - Privacy (a door, no lock is required) with exclusive use for the occupants.

Food Preparation and Refuse Disposal

- The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.
- The kitchen must contain the following:
 - An oven and stove/range; A microwave may be used as a substitute, and if it is owner-supplied, the tenant must agree and the substitution must be the same for other subsidized and unsubsidized units;
 - A refrigerator of appropriate size for the family (refrigerator/freezer must keep foods from spoiling);
 - A kitchen sink with a p-trap with hot and cold running water;
 - A sink that drains into an approved public or private system;
 - Space for storage, preparation and serving of food; and
 - Sanitary disposal of food waste and refuse. Garbage disposal would be considered an amenity.
- All required equipment must be in proper operating condition.
- Hot plates are not acceptable substitutes for cooking equipment.
- The stove/range must be free of hazardous gas hook-ups, gas leaks or electrical hazards, and all stove/range knobs must be present. All burners must work and the oven must be able to heat.
- Hot water must be available at all times. Owners of units in non-compliance with this requirement will be given five (5) business days to make the necessary repairs.
- Units found with inoperable stoves and/or refrigerators will be given five (5) business days to make the necessary repairs.

Space and Security

- The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.
- Bedrooms in basements, attics or converted garages are not allowed unless the owner provides ECRHA documentation from a licensed professional such as a licensed general contractor, building official, engineer or city inspector verifying that the room contains no safety hazards.
- The minimum bedroom size is for a 70 square-foot area.
- If window security bars or security screens are present on an emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Thermal Environment

- The unit must have a safe system for heating the dwelling unit.
- Air conditioning is not required but if provided must be in proper operating condition.
- The dwelling unit must not contain unvented room heaters that burn gas, oil or kerosene.
- Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.
- The AC and Heater must be working and maintained within the unit at all times.
- Between November 1 & March 31, interior temperature must reach 65 degrees or warmer. If not, a re-inspection by the next business day is required to verify repair.
- Between April 1 & October 31, interior temperature must reach 80 degrees or cooler. If not, a re-inspection by the next business day is required to verify repair. This applies if the unit came with an AC system.

Illumination and Electricity

- Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.
- The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.
- One (1) outlet in proper operating condition is required in the kitchen.
- Two (2) outlets in proper operating condition are required in the living room and sleeping areas.
- Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and Materials

- The dwelling unit must be structurally sound.
- Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are thirty inches (30 in.) or more off the ground.
- The elevator servicing the unit must be working (if applicable).
- Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- Window sashes must be in good condition, solid and intact, and replaced when damaged or deteriorated.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens, if present, must be in good condition.
- Plexi-glass is not acceptable glazing replacement.
- Plaster/drywall must be repaired/replaced in sagging, severely cracked, or otherwise damaged areas.
- All exterior doors must be weather-tight to avoid air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If boards cannot be leveled, they must be replaced.
- All floors must be in a finished state. Plywood is not acceptable.

Interior Air Quality

- The dwelling unit must be free of air pollutant levels that threaten the occupants' health.
- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate ventilation.
- Any sleeping room must have at least one window. If a window is designed to be opened, it must be in proper working order.

Water Supply

- The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
- Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

- Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero-bedroom dwellings.
- Owners must disclose known lead-based paint hazards to prospective tenants before the lease is signed.
- Owners must provide all prospective families with “Protect Your Family from Lead in Your Home.”
- Owners must stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by ECRHA. Owners must notify tenants each time such an activity is performed, and must conduct all work in accordance with HUD safety practices.
- As part of ongoing maintenance, owners must ask each family to report deteriorated paint.
- For units occupied by children under six years of age, a risk assessment must be conducted (paid for by ECRHA). If lead hazards are identified, the owner must complete hazard reduction activities.

Access

- The use and maintenance of the unit must be possible without unauthorized use of other private properties.
- The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

- The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety and general welfare of the occupants.
- Mailboxes must be functional and operable.
- The unit address must be visible from the street with a minimum requirement of at least three inches (3 in.) tall and in a color that contrasts with the background.
- All trash containers must have a cover or attached lid capable of sealing in refuse and trash.

Sanitary Conditions

- The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation.
- The unit must have adequate barriers to prevent infestation.

Smoke Detectors

- Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).
- If any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).
- Smoke detectors are required in each bedroom and adjacent hallways on each floor level.

Commonly Failed HQS Items

The following commonly failed HQS items list is intended to provide guidance to landlords.

- Unit must be in “make ready” status. “Make ready” status is defined as a unit that is ready for immediate move-in; for example, units must have all utilities on, a working stove/refrigerator, no trash/debris on site and working heating/cooling equipment (regardless of the time of year).
- Units built pre-1978 can’t have any chipping or peeling paint inside or outside the unit. This also applies to the exterior of secondary buildings, playgrounds, railings and common areas of the property.
- Stove/Refrigerator must be clean and in working order (no missing kick plates or torn door seals, etc.).
- Ensure electric, plumbing and gas services are operating in a safe manner and present no danger to occupants; for example, units must not have electric hazards, plumbing leaks, missing/broken P-traps under sinks, gas leaks, etc.
- All windows must have working locks or a permanently attached locking device.
- All windows must be in good working condition and able to remain open. Window panes cannot be missing, broken or cracked (cutting hazard.) Plexiglas is not an acceptable repair for glazed windows.
- All common areas will be inspected for safety hazards (Laundry room/pool area, etc.).
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with a downward discharge pipe.
- Floor covering cannot be torn nor have holes/cracks that can cause a tripping/cutting hazard.
- Stairs and railings must be secure. Handrails are required for steps with four or more consecutive steps or 30 inches or higher above the ground such as around stairwells, balcony, walkways, etc.
- There should be no trip hazards such as gaps/cracks greater than ¾ inch on sidewalk, walkways, driveways, common areas, etc.
- Working smoke detectors are required in all bedrooms and adjacent hallways. See manufacturer’s specifications for proper installation.
- All conversions/additions must pass HQS inspection and be properly permitted by City or local agency having jurisdiction over the unit. ECRHA may request copies of approved permits.
- All security/burglar bars must have a quick release mechanism (cannot use key, tool or special knowledge to open).
- Doubled-keyed deadbolts, also known as double cylinder locks, are not allowed at any location.

Housing Quality Standards Inspections **Rent Reasonableness**

ECRHA will not consider a unit to have passed an inspection until the landlord and ECRHA have agreed on the rent amount. ECRHA will allow the landlord no more than five (5) business days to settle the unit rent amount with ECRHA. A landlord's failure to settle a unit rent amount with ECRHA within five (5) business days will result in the inspection being canceled.

Participants cannot pay more than 40% of their monthly income for the initial year. ECRHA will make rent offers based on a participant's income and area rent comparables. Comparability is established using the following:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities provided by the owner
-

ECRHA may require owners to provide information about the rents charged for other units within the same zip code or if the premises include more than four units.

Total assisted units on the property may not exceed 50% of the total units to be used for comparable rent determinations.

Upon notifying the landlord of the proposed rent amount, ECRHA will allow the landlord no more than five (5) business days to settle the unit rent amount with ECRHA. If the landlord fails to settle rent with ECRHA within five (5) business days,

Termination:

If the owner fails to maintain the dwelling unit in accordance with HQS, ECRHA must take prompt action to enforce the owner obligations.

HAP Termination

If an owner fails to correct HQS deficiencies by the time specified by ECRHA, HUD requires ECRHA to terminate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner.

Owner rents will be terminated as a result of HQS failures that are the family's responsibility after reasonable notice of termination has been provided. The HAP Contract will terminate immediately when the family vacates the unit or 180 calendar days have elapsed since the last housing assistance payment to the owner.

During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for the HAP portion and may not use the termination as cause for eviction.

ECRHA will notify the owner within 30 calendar days of a HAP Contract termination due to HQS non-compliance.

Abatements Due to Non-Compliance with Housing Quality Standards (HQS)

An abatement is the cessation of housing assistance payments to an owner. When an owner's housing assistance payment is abated due to the owner's failure to comply with HQS, the abated monies are not repaid to the owner but forfeited. An abatement is released and housing assistance payment resumes on the date ECRHA determines that the unit is free from those HQS deficiencies that resulted in the abatement and which are the owner's responsibility. If the inspector determines that corrections have not been made at the time of the scheduled reinspection, ECRHA will abate the unit beginning the first day of the month following the reinspection date.

Failed Reinspection

If the unit fails the reinspection due to HQS deficiencies which were listed at the original inspection, and the deficiencies were the responsibility of the owner, the housing assistance payments to the owner are abated.

Extensions

At the request of the party (tenant or owner) judged responsible for the deficiency, ECRHA may grant extensions to correct HQS deficiencies on good cause.

Tenant Prevention of Owner's Work to Correct Deficiencies

In those cases in which an owner claims that the tenant will not permit or allow correction of HQS deficiencies, ECRHA may reimburse the owner for abated amounts if the owner provides evidence of the timely filing and pursuing of a case of unlawful detainer against the tenant.

Rebate of Abated Amounts

If an abated owner has corrected deficiencies prior to a re-inspection, the owner may, upon petition to ECRHA, receive a rebate on abated amounts retroactive to the date that the owner can conclusively prove that all HQS deficiencies had been corrected.