**INTRODUCTION**

This section is a brief introduction to the key issues discussed in the chapter. **No policy decisions are required.**

**9-I.A. TENANT SCREENING**

The owner is responsible for screening and selection of the family to occupy the owner’s unit. The PHA has no liability or responsibility to the owner or other persons for the family’s behavior or suitability for tenancy. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the owner’s responsibility.

**☑ Decision Point: What is the PHA’s role in screening voucher families for tenancy and providing information to the owner to facilitate owner screening?**

Things to Consider

* The PHA does have the option to screen applicants for family behavior or suitability for tenancy. Chapter 3 has a full discussion of the PHA’s policies with regard to screening applicant families.
* The PHA does have the responsibility for providing the owner with the family’s current and prior address (as shown in the PHA records) and the name and address (if known to the PHA) of the landlord at the family’s current and prior address. The PHA is permitted, but not required, to offer the owner other information in the PHA’s possession about the family’s tenancy, such as information about prior tenancy, drug trafficking, etc. The Violence against Women Act (VAWA) requires PHAs to notify Section 8 owners of their rights and obligations under the act, specifically their right to request certification from an alleged victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking and their obligation to maintain the confidentiality of any information they obtain, including the identity of the victim. These are stated in 24 CFR 5.2007 and addressed in Chapter 16, Part IX.
* This section reiterates the PHA’s decision on PHA screening and indicates whether the PHA will offer additional information to the owner to facilitate owner screening. The default language states that the PHA will *not* screen families for suitability and will *not* provide additional information to the owner (consistent with Chapter 3).
* You may wish to adopt a policy that does provide additional information. If so, you must ensure that such policy is consistent with federal, state, and local laws on disclosure of information. In addition, if changes are made to the policy here, they must also be made to the policy in section 3-III.D.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA will not screen applicants for family behavior or suitability for tenancy.

The PHA will not provide additional screening information to the owner.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517 and 24 CFR 982.302]**

This section addresses the basic requirements for submission of a Request for Tenancy Approval (RTA) by the family, as well as the PHA’s responsibilities for processing the RTA.

**☑ Decision Point: How will the PHA process the Request for Tenancy Approval?**

Things to Consider

* Note that the model plan language offers several basic policy statements relative to RTA processing. The default language requires some form of hard copy of the RTA, with signature, and dwelling lease. Missing information is also required by hard copy, not verbally over the telephone.
* The model plan prohibits submission of or processing of more than one (1) RTA at a time. This policy is intended to eliminate the administrative burden of processing multiple RTAs and inspecting multiple units for each family.
* Because the initial leasing process is time-sensitive, contact with the owner and family require procedures which take into account time sensitivity so that the family does not lose the unit because the owner refuses to wait for PHA processing time. Model policy language calls for the PHA to communicate with the owner and family by more immediate methods—phone or email—if at all possible. Only when the parties can’t be reached by phone or email should the PHA resort to regular hard copy mail.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The RTA must be signed by both the family and the owner.

The owner may submit the RTA on behalf of the family.

Completed RTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, or by email.

The family may not submit, and the PHA will not process, more than one (1) RTA at a time.

When the family submits the RTA the PHA will review the RTA for completeness.

If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, the PHA will notify the family and the owner of the deficiencies.

Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, or by email. The PHA will not accept missing information over the phone.

When the family submits the RTA and proposed lease, the PHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, or by email. The PHA will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone or email. The PHA will use mail when the parties cannot be reached by phone or email.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**9-I.C. OWNER PARTICIPATION**

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues.

Chapter 13 offers a full discussion of owner qualification to participate in the HCV program. **No policy decisions are required in this section.**

**9-I.D. ELIGIBLE UNITS**

This section offers a discussion of all of the types of housing that might be eligible to be leased under the HCV program. In some cases, policy decisions will need to be made and are so noted. In other cases, policy decisions will need to be made and are outlined in other chapters of the plan. In many cases, no policy decisions will be required and the PHA must simply follow HUD rules and requirements.

**Ineligible Units [24 CFR 982.352(a)]**

This section is a brief summary of the regulatory listing of the types of units which are ineligible to be assisted under the HCV program. **No policy decisions are required.**

**PHA-owned Units [24 CFR 982.352(b)]**

Otherwise eligible units that are owned or substantially controlled by the PHA issuing the voucher may also be leased in the HCV program. This section addresses the issue of whether the PHA owns such housing which may be eligible for leasing by voucher-holder families.

**☑ Decision Point: Does the PHA offer PHA-owned units for lease by eligible voucher-holder families?**

Things to Consider

* The default policy in the plan is that the PHA does not have such housing available.
* Your PHA may, in fact, own housing which is eligible for leasing under the HCV program and which the PHA wishes to make available for leasing. If so, you should adopt alternative language that notes that the PHA does have such housing available.
* The family must be informed, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.
* If units are PHA-owned, the PHA must obtain services of an independent entity, as defined in 24 CFR 982.4, to perform certain functions under the program, including determining rent reasonableness, assisting the family with negotiating rent to owner, and inspecting the unit.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA does not have any eligible PHA-owned units available for leasing under the voucher program.

🞎 *Option 2: Delete the model plan language. Insert the following language or alternative language on PHA-owned units.*

The PHA has eligible PHA-owned units available for leasing under the voucher program.

The PHA will inform the family of this housing at the time of the briefing. The PHA will also inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.

🞎 *Option 3: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**Special Housing Types [24 CFR 982 Subpart M]**

HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. This is a PHA decision and specific specialized housing types are not required to be used. However, even where the PHA has opted to disallow use of particular special housing types, the PHA must allow for the use of a special housing type if needed as a reasonable accommodation for a person with disabilities.

Special Housing Types are discussed in Chapter 15. **No policy decisions are required in this section.**

**Duplicative Assistance [24 CFR 982.352(c)]**

HCV assistance cannot be approved if approval would result in the family receiving a duplicate subsidy. This section contains a list of subsidies that may not be combined with HCV assistance. **No policy decisions are required.**

**Initial Inspection**

In order to be eligible, the dwelling unit must be in safe and habitable condition and pass applicable housing quality standards. Chapter 8 offers a full discussion of inspections, as well as the process for inspection at initial lease-up. **No policy decisions are required in this section.**

**Unit Size**

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable space requirements. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. Chapter 5 offers a full discussion of subsidy standards. **No policy decisions are required in this section.**

**Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]**

In order to be eligible, the dwelling unit must have a reasonable rent. Chapter 8 offers a full discussion of rent reasonableness and the rent reasonableness determination process. **No policy decisions are required in this section.**

**Rent Burden [24 CFR 982.508]**

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family’s adjusted monthly income. The term “family share” refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share. Chapter 6 offers a full discussion of calculation of gross rent, the use of payment standards, and calculation of monthly adjusted income. **No policy decisions are required in this section.**

**9-I.E. LEASE AND TENANCY ADDENDUM**

**Lease Form and Tenancy Addendum [24 CFR 982.308]**

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the PHA should encourage the owner to obtain a standard lease form from a local realtor or other reliable source.

**☑ Decision Point: Will the PHA offer a model lease form for owners to use?**

Things to Consider

* You may wish to have a model lease available for the owner to use, if the owner does not have a standard lease.
* In deciding whether to offer a model lease, the PHA should consider that the lease is a contract between the owner and the tenant, and the PHA’s program interests are adequately addressed in the Tenancy Addendum and the HAP contract.
* If you offer a model lease, you should have the lease reviewed by an attorney for consistency with current State and local law and re-reviewed periodically to ensure that the model lease remains consistent with current State and local law.
* Under no circumstances can the PHA require the use of a PHA model lease form.
* The default policy states that the PHA does not offer such a standard lease form. Option 2 includes language that does provide for a PHA model lease form.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

🞎 *Option 2: Delete the model plan language. Insert the following language or alternative language on PHA-owned units.*

The PHA will have a model lease available for owners who do not use a standard lease form for their unassisted tenants. The model lease contains the HUD-prescribed tenancy addendum.

🞎 *Option 3: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**Lease Information [24 CFR 982.308(d)]**

This section lists specific information that must be contained in an assisted dwelling lease. **No policy decisions are required.**

**Term of Assisted Tenancy**

**☑ Decision Point: Will the PHA approve leases with an initial term of less than one (1) year?**

Things to Consider

* The initial term is stated in the dwelling lease and generally must be for at least one (1) year. However, the regulations permit the PHA to approve a shorter initial lease under certain circumstances. For example, in a tight rental market where a shorter lease term is the norm, some PHAs could approve an initial lease term of six months or even as short as one month. Where a shorter term is utilized, all of the provisions of the regulations which apply to the initial lease term are still applicable, just applicable to a shorter term.
* Where the PHA elects to approve a shorter initial lease term, the PHA should clearly document the conditions which justify this approval. The PHA could opt to approve a shorter term on a case-by-case basis, only for those owners who request it, while using the regular initial lease term for all other owners. Generally, it is the owner’s responsibility to keep track of the norms in the rental market, as they perceive them.
* The model plan language states that the PHA will not authorize an initial lease term of less than one (1) year. You may wish to adopt a policy that explicitly authorizes your PHA to approve an initial lease term of less than one (1) year under certain circumstances. If so, you could adopt the second option below, or adopt some alternative language.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA will not approve an initial lease term of less than one (1) year.

🞎 *Option 2:* *Delete the model plan language. Substitute the language below.*

The PHA will approve an initial lease term of less than one (1) year only where the PHA determines and can clearly document that: (i) Such shorter term would improve housing opportunities for the tenant; and (ii) Such shorter term is the prevailing local market practice.

🞎 *Option 3: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**Security Deposit [24 CFR 982.313 (a) and (b)]**

**☑ Decision Point: What limits should the PHA place on the amount of security deposit the owner is allowed to collect from the family?**

Things to Consider

* The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, in order to accomplish this, the PHA must add a prohibition to Part A of the HAP Contract which explicitly prohibits the owner from collecting a security deposit in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.
* So, if the PHA elects to adopt limits on the amount of security deposit the owner is allowed to collect, the PHA must ensure that every HAP contract includes the modification that explicitly states this prohibition.
* The model plan does not explicitly prohibit an owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. This policy avoids the necessity to modify all HAP contracts. You may wish to adopt such a prohibition. If so, you could adopt the second option below, or adopt some alternative language.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

🞎 *Option 2:* *Delete the model plan language. Substitute the language below.*

The PHA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants. The PHA will add this provision to Part A of the HAP contract, executed between the PHA and the owner.

🞎 *Option 3: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**Separate Non-Lease Agreements between Owner and Tenant**

**☑ Decision Point: Under what conditions will the PHA allow separate, non-lease agreements between the owner and the tenant?**

Things to Consider

* Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by the PHA minus the PHA’s housing assistance payments to the owner. Neither may the owner 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.
* Under some circumstances there may be services, appliances, amenities, etc. that are not customarily provided to any tenants, including unassisted tenants, without charge as part of the dwelling lease. These services, appliances or amenities are not a permanent feature of the unit and any tenant would have the option of not utilizing the service, appliance or amenity and, subsequently, not paying for it.
* In these situations, the owner and the tenant could enter into a separate, non-lease agreement for the services, appliances or amenities, should the tenant family wish to obtain them. It’s important to note that these separate agreements are not a part of the assisted dwelling lease. As such, the family may not be held liable under the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. In addition, non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.
* While these additional services, appliances or amenities may not be a feature of the assisted dwelling unit per se, their availability could conceivably increase the value of the unit and could be taken into consideration by the PHA when determining the reasonableness of the owner’s rent.
* The model plan language spells out the latitude for owners and tenants to enter into separate, non-lease agreements for these additional services, appliances and amenities, within certain clear restrictions.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**PHA Review of Lease**

The PHA must review the dwelling lease for compliance with all applicable requirements. Where the PHA finds that the lease is incomplete or incorrect, the assisted tenancy cannot be approved unless these deficiencies are corrected.

**☑ Decision Point: Where the PHA finds deficiencies in the dwelling lease proposed to be used by the owner and the tenant, how will the PHA communicate lease deficiencies to the owner and the tenant, and how the PHA will accept revisions to the proposed dwelling lease?**

Things to Consider

* Basic dwelling lease requirements are outlined in the regulations, and require no specific policy decisions. The model plan offers language to address how the PHA will communicate lease deficiencies to the owner and the tenant, and how the PHA will accept revisions to the proposed dwelling lease in order to make it acceptable to use in the HCV program.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

If the dwelling lease is incomplete or incorrect, the PHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, or by email,. The PHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the PHA will attempt to communicate with the owner and family by phone or email. The PHA will use mail when the parties can’t be reached by phone or email.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**☑ Decision Point: Will the PHA review the proposed dwelling lease for consistency with State and local law and, if so, how will this determination be made and communicated to the owner?**

Things to Consider

* The regulations permit, but do not require, the PHA to review the lease to determine if the lease complies with State and local law. The regulations also permit the PHA to disapprove the tenancy if the PHA determines that the lease does not comply with State or local law.
* Because the regulations do not require the PHA to make this determination, the PHA will need to make a decision on whether it will review the dwelling lease for compliance with State and local law and whether it will take any action relative to State and local law.
* You should consider the capacity of your staff to make such determinations. Staff who review the owner’s lease for compliance with State and local law must have an accurate and comprehensive knowledge of relevant State/local tenant-landlord laws, including any revisions to law that are made from time-to-time. Most PHA staff do not routinely have this knowledge base.
* In addition, by taking on this responsibility, the PHA may also be taking on potential liability if the dwelling lease is approved by the PHA and is not consistent with State and local law.
* The model plan language states that the PHA will not review the lease for compliance with State and local law. If your PHA wishes to review the dwelling lease for such compliance, you will need to develop clear policy and procedure on this issue addressing how this will be accomplished, who in the PHA will have the authority for making these determinations, how it will be communicated to the owner, what disclaimers the PHA may provide with the determination, among other considerations.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA will not review the owner’s lease for compliance with state/local law.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**9-I.F. TENANCY APPROVAL [24 CFR 982.305]**

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must ensure that all required actions and determinations have been completed and must promptly notify the family and owner whether the assisted tenancy is approved.

**☑ Decision Point: What policy will the PHA have for communicating the disapproval of the assisted tenancy, and for addressing any deficiencies in order to approve the tenancy?**

Things to Consider

* The PHA will need to establish policy on communicating this determination to the family and the owner. Where the PHA is disapproving the tenancy, the PHA will need to give the owner and family the opportunity to address the reasons for the disapproval, if such reasons are correctable. Where the reasons for disapproval are not correctable, the PHA will need to inform the family and the owner of the next steps in the process.
* The PHA may need to handle situations differently, depending upon the circumstances. In the model plan language, where a unit is not approvable due to rent, the PHA will attempt to negotiate a reduced rent with the owner. If a new rent is approved, the tenancy may be approved. If not, the family must continue to search within the timeframe of the issued voucher.
* Another issue that should be addressed in procedure, if not policy, is the issue of consistency between leasing documents for the unit. The information found on the RTA, the dwelling lease, the HAP contract, the inspection form, the form HUD-50058, etc., should agree and be consistent with each other. The PHA must ensure that the owner, the family and the PHA all agree on the terms of the assisted tenancy and that this consistency is reflected on the governing program documents.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

The PHA will complete its determination within 10 business days of receiving all required information.

If the terms of the RTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, or by email. The PHA will not accept corrections over the phone.

If the PHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. The PHA will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability or rent reasonableness, the PHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]**

The HAP contract is a written agreement between the PHA and the owner of the dwelling unit. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

**☑ Decision Point: How will the PHA handle HAP contract execution?**

Things to Consider

* When the PHA has determined that the tenancy may be approved, the owner and the PHA execute the HAP contract. There are some strict requirements on the timeframes for execution and effective date of the HAP contract.
* Few policy decisions need to be made here. The model plan language simply spells out some basic contract execution responsibilities that the PHA will assume. The HCV Guidebook requires the PHA to request a copy of IRS form W-9 from the owner [HCV GB p. 11-19]. The model plan language requires this form to be submitted by the owner prior to HAP contract execution.
* The PHA will take the responsibility to ensure that all parties receive copies of all relevant documents, and that copies of the documents are retained.
* In addition, the model plan calls for an owner “briefing” for any owner that has not previously participated in the HCV program. This briefing is simply a meeting between the PHA and the owner in which the PHA explains the terms of the tenancy addendum and the HAP contract. The PHA could waive this meeting on a case-by-case basis.
* If you choose to delete the requirement for an owner briefing (for owners that have not previously participated in the HCV program) in this section, you will also need to edit the policy in Section 14-I.A.
* VAWA requires that the PHA provide the form HUD-5380 as well as the VAWA Notice of Occupancy Rights (form HUD-5382) at the time an individual is provided assistance or admission. Notice PIH 2017-08 clarifies that, for the HCV program, “admission to the program” occurs when the individual begins receiving assistance (HAP contract execution), not the date at which the individual is first selected for assistance (voucher issuance). While the model policy has the PHA provide required notice as part of the briefing packet, in order to meet the requirements of VAWA, the PHA must provide the required notices at the time of HAP contract execution.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

Owners who have not previously participated in the HCV program must attend a meeting with the PHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. The PHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. The PHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract.

As required under VAWA, once the HAP contract and lease have been executed and the family has been admitted to the program, the PHA will notify families of their rights under VAWA by providing all families with a copy of the domestic violence certification form (HUD-5382) as well as the VAWA notice of occupancy rights (form HUD-5380).

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]**

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes.

**☑ Decision Point: When will rent increases go into effect when the owner has provided the PHA with less than 60 days advance notification prior to the proposed effective date of the rent change?**

Things to Consider

* Generally, PHA approval of tenancy and subsequent execution of a new HAP contract are not required for changes in the lease. However, there are circumstances under which the execution of a new lease and HAP contract are required.
* Where the owner is changing the amount of the rent to owner, the owner must notify the PHA at least 60 days before any such changes go into effect. Such changes shall be subject to rent reasonableness requirements. The owner may wish to propose a rent increase that takes effect less than 60 days after a notification to the PHA. However, this is prohibited by HUD regulations. The model plan language addresses this by stating that increases will go into effect on the first of the month following the 60 day period after the owner notifies the PHA of the rent change or on the date specified by the owner, whichever is later.
* If changes are made to the policy here, changes will also need to be made to the policy in Section 8-III.B.

🞎 *Option 1:* *Use the model plan language shown below. No changes to the model plan are needed.*

Where the owner is requesting a rent increase, the PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

Rent increases will go into effect on the first of the month following the 60‑day period after the owner notifies the PHA of the rent change or on the date specified by the owner, whichever is later.

🞎 *Option 2: Use another PHA-established policy. Edit the model plan language or delete it and insert the PHA’s policy.*

**FINALIZING THE DOCUMENT**

Take a final look at the changes you have made in this chapter of the administrative plan.  
Have you:

(1) Added or subtracted any exhibits at the end of the chapter?  Yes  No.

(2) Added, subtracted or reordered any major sections (at the A, B, or C level?)  Yes  No

If you answered yes to either of these questions, you must adjust the chapter to match your changes.

**☑ Decision Point: Are any changes required to this chapter?**

No. No changes to the model plan are needed.

Yes. Edits only. Edit and insert PHA language as appropriate.

Yes. PHA changed the organization of the chapter. Adjust the chapter to reflect your changes **and** review the rest of the document to make sure that any references to section numbers are correct.

**☑ Decision Point: Are changes required in other chapters as a result of changes to this chapter?**

Check the “Things to Consider” under each decision point to identify if changes to the model plan policy will require changes to policies in other chapters of the plan.

No. Changes to other chapters are not necessary.

Yes. Changes to the following chapters are also required: