

FALL RIVER HOUSING AUTHORITY

LEASED HOUSING DEPARTMENT

P.O. BOX 989

FALL RIVER, MASSACHUSETTS 02722

Telephone 508-675-3595

Fax 508-675-3435

To: Tenant

From: Kerry Farias, Director of Leased Housing

RE: Procedures for Moving

THIS IS TO INFORM YOU OF THE PROCEDURE WHEN YOU ARE MOVING

1. You are being issued a voucher in which you are to keep and not give to anyone as you will need to return it to the FRHA once you have found an apartment. Your voucher needs to be kept in your file. This voucher is being issued to you because you have given your landlord a written 30-day notice that he/she has agreed too.
2. The voucher is valid for two (2) months. If you do not find an apartment during this time the FRHA may give you one (1) final extension for a period of sixty (60) days. To request an extension, you must submit a letter in writing requesting this extension including the reason(s) you have been unable to find an apartment.
3. Once you have found an apartment you must give the landlord the **Request for Tenancy Approval (RTA) Packet** that is enclosed which must be **filled out and signed** by both parties where applicable. The landlord then needs to return the completed packet to the FRHA by means of email, fax, or dropping it off in our office located at 1197 Robeson Street, Level "C", the Leased Housing Dept. This is how the FRHA is aware that the apartment is ready for an inspection. **All apartments must be inspected and approved prior to you moving in.** A proposed lease from the landlord must be submitted with the RTA Packet. Please note it could take up to two (2) weeks for an inspection to be scheduled.
4. If the landlord is new to the Section 8 Program, there is paperwork that would need to be completed at the FRHA.
5. Once the apartment passes inspection and rent has been deemed reasonable, you will receive a phone call from your Clerk to come into the FRHA to complete all required paperwork for this apartment. **PLEASE DO NOT MOVE INTO YOUR APARTMENT UNTIL YOU HAVE RECEIVED APPROVAL FROM YOUR CLERK.**
6. You need to inform your old landlord of the date you will be moving out. Enclosed in your packet is the Key Receipt Form that has to be signed and dated from your old landlord upon returning your keys in for the old apartment. **Rent must be all paid up to date and all belongings removed from your apartment by the day you turn your keys in, or your landlord will not sign and date the Key Form.** You cannot occupy two (2) apartments at the same time. The FRHA cannot pay the new landlord on your behalf. If you do not follow this procedure, you will be held responsible and you will have to pay the total rent (FRHA share plus your share) in your old or new apartment.
7. You are obligated under HUD Regulations to keep all inspection appointments in your current unit should any be scheduled.
8. Any questions please feel free to reach out to your Clerk regarding the above steps.

Thank You

INFORMATION FOR FALL RIVER HOUSING AUTHORITY PARTICIPATING LANDLORDS

Please read the following in its entirety to familiarize yourself with our program.

1. The Housing Authority has up to the 1st **five business days** of each month to deposit funds into the account on file with our office. It is your responsibility as the landlord to keep the office updated on any banking information changes.
2. It can take up to **two weeks** to get a unit inspected after receipt of all required paperwork. Once the apartment has passed inspection, the clerk assigned to the tenant will receive a phone call from their worker and give them an appointment to come in and have their share of the rent calculated. Once that is complete the landlord will be notified that their signature is needed for the HAP contract.
3. Should your tenant vacate the premises it is up to you whether or not you would like to rent to another Section 8 tenant or rent privately.
4. You can evict a Section 8 tenant as you would a private tenant.
5. Inspections of the apartment are done on a biennial basis (besides “special” inspections at the tenant’s request for issues in the unit). ***It is crucial that violations are corrected within the time frame.** If violations are not corrected by the deadline, payment is **abated** and you will not recoup those funds. It is illegal to charge a tenant for any abated rent the Housing Authority does not pay due to a failed inspection.
6. If for any reason you should have to send a notice to the tenant please forward that notice to the Fall River Housing Authority Leased Housing office as well. You as the landlord have a lease with the tenant, we as the Housing Authority have a HAP contract with you. Tenants have rules and regulations to abide by while being on our program. If tenants are violating the rules, it could be grounds for termination. If you see fraud being committed please contact our fraud department.
7. Rent increases can be requested **yearly** as long as the rent is “**reasonable**” you will receive the increase. We have forms you can access in our lobby using our Kiosk, via email or in person at our office. The forms must be submitted 60 days prior to when you want the increase to be in effect. ***Please be advised all rent increases are determined by comparable units in the area, amenities, square footage, whether utilities are included, etc.**
8. Utilities **cannot** be changed until the tenant’s lease is up for renewal. We have a form that needs to be filled out and signed by both parties prior to submission. A new lease is required to reflect the changes.
9. Always screen your tenant well when choosing a new tenant for your unit. We advise landlords to run credit checks, call housing court for evictions, and contact present and prior landlords.
10. **If you have purchased a property from an existing Section 8 landlord please be advised it is their responsibility to provide you with the lease and the HAP contract.**

A Transfer of Ownership packet is required to be completed and you can access this packet online, via email, in our lobby using our Kiosk or in person at our office.

11. If the building was built prior to 1978 and there are children 5 years of age and under you have to provide the Housing Authority with a lead certificate. Should someone in the household become pregnant, adopt a child, or gain custody of a child 5 years of age and under we will require that you provide the Housing Authority with a lead certificate.
12. The lease must be for one year on the first year of occupancy.
13. The landlord **cannot** be an immediate family member of the tenant.
14. Tenants **cannot** pay more rent to you than the agreed upon amounts given by the Housing Authority. It is **illegal** for families to pay extra as a tenant on this program and illegal for you as a landlord to accept or expect any extra payment. It is against federal government rules and regulations and both parties could be terminated from the program.
15. Should your tenant decide to move they must notify you in writing then they will receive a voucher to move. You will be notified when their voucher will be going into effect. They family has **60 days** from the date of issuance and they can request an additional **60 day** extension if needed. So long as they remain in your apartment the housing authority will continue to pay you the HAP payment each month until they vacate the unit. When your tenant receives their voucher they will also receive a **key form** which is to be signed and dated by you **the day you receive the keys**. We encourage all landlords to meet the tenant to make sure all of their belongings are removed from the apartment. The day you sign and date the key receipt form will be the last day of payment from the Housing Authority.
16. If you are aware that the tenant has vacated the unit you must notify the Housing Authority **immediately**. If a tenant should pass away and is the sole member of the household then you are only entitled to payment for that month. Should a tenant pass away the last day of the month regardless of furniture and belongings in the unit, **per HUD regulation**, payment stops that day.
17. Should you terminate the lease with your tenant the HAP contract terminates as well and you will no longer receive HAP payments from the Housing Authority.

Should you have any questions or concerns regarding any of the above please feel free to contact our office at 508-675-3595. Thank you for your participation with the Fall River Housing Authority's Section 8 HCVP Program.

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HOUSING CHOICE VOUCHER LANDLORD CERTIFICATION

ADDRESS OF ASSISTED UNIT: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Ownership of Assisted Unit: I certify that I am the legal or the legally designated agent for the above referenced unit and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

Approved Residents or Assisted Unit: I understand that the family members listed on the dwelling lease agreement as approved by the FRHA are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

Housing Quality Standards: I understand my obligation in compliance with the Housing Assistance Payment Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards (HQS).

Tenant Rent Payments: I understand that the tenant's portion of the contract rent is determined by the FRHA, and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which have not been specifically approved by the FRHA.

RESTRICTIONS ON LEASING TO FAMILY: I understand as the owner of the unit that I am not the parent, child, grandparent, grandchild, sister or brother of any of the family unless the FRHA has determined that approving the tenancy would provide reasonable accommodation for a family member who is a person with a disability.

Reporting Vacancies to the Fall River Housing Authority: I understand that should the assisted unit become vacant, I am responsible for notifying the FRHA immediately in writing.

Administrative and Criminal Actions for Intentional Violations: I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payment Contract is grounds for termination of participation in the HCV Program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State Criminal Law.

Signature of Landlord/Agent

Date

WARNING: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

Important policies to know as a landlord.

Please initial the following policies.

- _____ The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. The amount of the tenant rent determined by the PHA is the **maximum amount the owner may charge the family for rental of a contract unit.**
- _____ If a tenant occupies a unit prior to completing the move in process with the FRHA, they are considered a private tenant and are responsible for the contract rent.
- _____ It will take up to (15) fifteen business days after a completed Request for Tenancy Approval is submitted for a unit to be inspected.
- _____ It will take up to (5) five business days after a unit passes inspection for a caseworker to receive the complete packet and be ready to complete the move in process.
- _____ The unit cannot be inspected if it is being occupied by a previous tenant. Units must be vacant unless it is a new voucher holder who was already occupying the unit.
- _____ The unit must have the utilities on at the time of inspection.
- _____ The initial lease for a tenant must be for a one-year period. It can continue for a month-to-month term after the first year.
- _____ Payment cannot be made if a unit does not have a valid signed Lease and HAP Contract.
- _____ Payment for each month will be made within the first 5 business days of the month.
- _____ The first month's rent for new voucher holders will be prorated from the day the tenant had the approval of the FRHA to occupy the unit, and the Tenant receives the keys to the unit following approval. Payment will be made within the first 5 business days of the month following move in.
- _____ The first month's rent for a voucher holder who is moving will be prorated from the day after the tenant returns the keys to the previous unit and will be paid within the first 5 business days of the month following move in.
- _____ A unit will need a lead certificate if any household member is under the age of 6 or if any household member is pregnant.
- _____ For units that the move in process is already complete, the landlord will have 30 days to get a lead certificate from the time a household member informs the FRHA that they are pregnant or if a child under the age of 6 is being added to the unit.

By signing below, you acknowledge that you have read all the policies listed above.

Signature _____

Date: _____

— 2024 —

NSPIRE-V (HCV) Landlord Training

Get Ready For These Huge NSPIRE Changes

Upcoming Webinars With Live Q&A

Circle one

- April 18 (1pm to 3pm)
- May 20 (6pm to 8pm)
- June 27 (1pm to 3pm)

All times are Central Time



Self-Paced Training

Same training as live webinars, but entirely self-paced, allowing you to begin, pause, and continue at your own convenience.



Register Online or Use This Form

www.USInspectionGroup.com/Webinar-Schedule

Register online or fax/email this completed form to 866.573.3280

-or- jemery@usinspectiongroup.com

Contact Person _____

Housing Agency _____

Shipping Address _____

City _____ State _____ Zip Code _____

Email _____ Phone _____

of Attendees _____ Names/Emails ↴

Name(s)

Email Address(es)

Payment Option ☐ Credit Card ☐ Check ☐ Purchase Order

Invoice will be emailed within 48-72 hours

U.S. Inspection Group, Inc.

E-Mail: sales@usinspectiongroup.com

Address: PO Box 2838, Crossville, TN 38571

Phone: 866.863.8744 x106

Training Overview

Switching from HQS to NSPIRE-V doesn't have to be perplexing or overwhelming. We've streamlined this process with an easily understood training program. Our NSPIRE training addresses all potential pitfalls and issues that could result in units now failing under the new and entirely different NSPIRE standards. With straightforward language and numerous photos, as an owner or landlord, you'll develop a comprehensive understanding of the factors that may lead to inspection failure. This knowledge along with our simple compliance checklist will empower you to effectively navigate this once-in-a-generation shift in inspection standards.

Includes

- 2-Hour Live On-line Training
- Latest NSPIRE-V Guidebook
- HQS to NSPIRE "Crosswalk"
- NSPIRE-V Compliance Checklist
- And much more

Cost

\$149 per student

Policies

Substitutions: If you are unable to attend this seminar, you may allow a substitute or receive a credit toward a future seminar at no additional charge. Please notify USIG anytime prior to the start date with the name/email of the substitution.

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. 04/30/2026

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

1. Name of Public Housing Agency (PHA) Fall River Housing Authority PO Box 989, Fall River, MA 02722			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type ☐ Single Family Detached (one family under one roof) ☐ Semi-Detached (duplex, attached on one side) ☐ Rowhouse/Townhouse (attached on two sides) ☐ Low-rise apartment building (4 stories or fewer) ☐ High-rise apartment building (5+ stories) ☐ Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: ☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Tax Credit ☐ HOME ☐ Section 236 (insured or uninsured) ☐ Section 515 Rural Development ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

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

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric	Please Submit Completed RTA to Section8@fallriverha.org	
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

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 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 if the unit is not approved.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

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LANDLORD CONTACT INFORMATION

*First Name:	*Last Name:	Company:
*Primary Phone:	Alternate Phone:	*Email:

PROPERTY LOCATION (STEP 1)

*Address:	Unit Number:	*City:
*State:	*Zip:	County:

PROPERTY INFORMATION (STEP 2)

*Rent Amount:	*Security Deposit:	*Baths:	*Bedrooms:
*Date Available:	☐ Negotiable *Yr Built:	*Square Footage:	Lot Size:
*Pets Allowed: ☐ Yes ☐ No			
*Property Type (Check one):			
☐ House	☐ Townhouse/Villa	☐ Older multi	☐ Condo
☐ Mobile Home	☐ Row House / Apt Complex		☐ Duplex / 2 Family

AMENITIES AND ACCESSIBILITY (STEP 3)

Indoor Amenities

- | | |
|---|---------------------------------------|
| ☐ Ceiling Fans | ☐ Dishwasher |
| ☐ Furnished | ☐ Stove |
| ☐ Fireplace | ☐ Refrigerator |
| ☐ Garbage Disposal | ☐ Microwave |

Laundry Type

- | | |
|---------------------------------------|---|
| ☐ W/D Hook-ups | ☐ Washer |
| ☐ Dryer | ☐ Onsite Laundry |
| ☐ Washer/Dryer | |

Heat Type

- | | |
|--------------------------------------|-----------------------------------|
| ☐ Baseboard | ☐ Space |
| ☐ Boiler | ☐ Central |
| ☐ Heat Pump | ☐ Radiator |
| ☐ Window/Wall | ☐ None |

Outdoor Amenities

- | | |
|---|---|
| ☐ Swimming Pool | ☐ Gated Community |
| ☐ Lawn Care Included | ☐ Trash Removal Included |
| ☐ Fenced Yard | |

Parking

- | | |
|--|--|
| ☐ 1 Car Carport | ☐ 2 Car Carport |
| ☐ 1 Car Garage | ☐ 2 Car Garage |
| ☐ 3 Car Garage | ☐ Unassigned |
| ☐ Assigned | ☐ Driveway |
| ☐ Street | ☐ None |

Exterior / Other

- | | |
|---|---|
| ☐ Balcony | ☐ Deck |
| ☐ Patio | ☐ Porch |
| ☐ Age Restricted | ☐ Cable Included |
| ☐ Pest Control | |

UTILITIES & FUEL RESPONSIBILITY

Utility/Service Type	Fuel/System Type	Paid By
Heating Fuel	☐ Gas ☐ Electric ☐ Propane	☐ Tenant ☐ Owner
Electric	—	☐ Tenant ☐ Owner
Hot Water Fuel Type	☐ Gas ☐ Electric ☐ Propane	☐ Tenant ☐ Owner
Cooking Fuel Type	☐ Gas ☐ Electric ☐ Propane	☐ Tenant ☐ Owner
Water Type	☐ City Water ☐ Well Water	☐ Tenant ☐ Owner
Sewer Type	☐ Public Sewer ☐ Septic Tank	☐ Tenant ☐ Owner
Cooling Type	☐ Central ☐ Window/Wall ☐ None	☐ Tenant ☐ Owner

☐ Accessibility Features: ☐ Yes ☐ No

Description of Accessibility Features / Additional Notes:

Housing Quality Standards Checklist

Below is a partial list of some of the conditions that the Housing Inspector must verify. In general, all rooms should be free of electrical hazards, defective paint, and broken windows. Windows that are accessible from outside must lock. There should be an approved smoke detector on each level.

The Inspector will inspect all floors, walls, ceilings, electrical outlets/switches, appliances, plumbing fixtures, mechanisms, closets, cabinets, windows, doors, locks, latches, porches, balconies, railings and test the smoke detector(s).

Living Room

- Must have at least two outlets or one outlet and one light fixture.
- Must have at least one window. Windows and doors must be free from deterioration, gaps, etc.
- All walls & ceilings must be in good condition and free of hazardous defects, holes, etc.
- All windows must lock, remain in position, and free from damaged glazing, cracks, etc.
- All windows that open must have screens that are free of defects, holes, rips, etc.
- All security bars and windows must have a quick release mechanism.

Kitchen

- Must have at least one working outlet and one working permanent light fixture.
- All walls & ceilings must be in good condition and free of hazardous defects.
- The refrigerator must have a freezer that works and maintains a temperature low enough to avoid food spoilage (40/30).
- The faucet must have hot and cold running water, the sink must have a stopper, the faucets must be free of drips, and all faucets must have the hot/cold water designated.
- The unit must contain a space to store, prepare, and serve food.
- The unit must contain a stove, refrigerator, and a working oven. All appliances provided must be operable.
- GFI required **with in 6 feet of a water source (the middle of the faucet)**

Bathroom

- Must have at least one permanent light fixture.
- Must have a working sturdy toilet, free of leaks, for the exclusive, private use of the tenant.
- Must contain a working, permanently installed washbasin with hot and cold running water.
- Must have a working tub or shower with hot and cold running water.
- Must have an operable GFI 36" from the outside edge of the sink basin.
- Must have a window or functional ventilation system.

Building Exterior

- Check to verify the following areas are free of hazards, holes and moisture infiltration:
 - Foundation
 - Roof, gutters & downspouts
 - Exterior surfaces, stairs, treads, balusters and railings
 - Chimney
- Garbage must be discarded in proper receptacles
- Debris must be removed

Heating & Plumbing, General Safety

- Heating & plumbing equipment for health and safety (proper installation and ventilation)
- Elevator function, sufficient fire exit, and pest control.
- To ensure the water heater is properly vented and installed.

General Items

The unit must be empty/vacant from the previous tenancy. The utilities (electric, gas and water) must be in service and all construction, rehabilitation, painting, replacements, debris removal and cleaning must be concluded.

- The unit is clean, free from garbage, debris, maintenance supplies, etc.
- The appliances and fixtures are present, operable, and clean.
- All light fixtures have bulbs and all utilities are in service.
- The grass and shrubs are trimmed or cut.
- Carbon Monoxide detectors are required in units containing an attached garage, gas fired appliances or a wood burning fireplace. The device should be located on a wall, 12 inches from the floor on each level.

Most Common Fail Conditions

- Non-functioning or absent smoke/carbon monoxide detectors
- Missing or cracked electrical outlet cover plates
- Peeling Paint
- Railings not present where required
- Tripping hazards caused by permanent floor coverings
- Cracked or broken windowpanes
- Electrical outlets that do not withstand four pounds of pressure
- Dirty/greasy appliances
- Inoperable stove burners or range hoods - knobs missing
- Junction box unsecured/ panel not labeled
- Missing knock outs
- Inoperable bathroom fan/no ventilation
- Leaking faucets/toilets
- Ungrounded electrical outlets
- Improperly vented clothes dryers
- Missing window screens/torn, etc.

AFTER THE INSPECTION

PHI Inspections provides written notification to the owner and tenant of the results. Should the unit fail inspection, PHI will provide the owner with a list of deficient items and a deadline to make the appropriate repairs. Please inspect the property frequently and make routine repairs as needed to prevent the unit from failing inspection. Bi-annually, PHI will notify the owner and tenant of the upcoming inspection. It is advisable to ensure the tenant will be home to greet the inspector or arrange to have an adult present. Make sure you and the tenant are prepared for the visit and try to be present to take notes and answer any questions. The FRHA strongly suggests the owner or property manager visit the unit to view the condition and make any repairs prior to the annual inspection.

Thank you for your cooperation.

Tenant Lead Law Notification

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571 or www.mass.gov/dph/clppp. You can also check with your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. There is a list of licensed lead inspectors and risk assessors at www.mass.gov/cph/clppp.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleaded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling

lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)
1-800-532-9571 or 617-624-5757
www.mass.gov/dph/clppp

Massachusetts Department of Labor and
Workforce Development
(List of licensed deleaders)
617-626-6960

Your local lead poisoning prevention program
or your Board of Health, www.mhoa.com/roster.htm

U.S. Consumer Product Safety Commission
(Information about lead in consumer products)
1-800-638-2772 or www.cpsc.gov

U.S. Environmental Protection Agency, Region I
(Information about federal laws on lead)
617-918-1328 or www.epa.gov/lead/

National Lead Information Center
(General lead poisoning information)
1-800-424-Lead (or 5323)

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) _____ Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) _____ Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all documents circled above.

(d) _____ Tenant has received no documents listed above.

(e) _____ Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Lessor	Date	Owner/Lessor	Date
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

Owner/Managing Agent Information for Tenant (Please Print):

Name	Street	Apt.
City/Town	Zip	Telephone

_____ I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason:

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form.

CLPPP95-17 Rev.8/09



TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
exp. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).
- i. **Actual and Imminent Threats:**
 - (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;
For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

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

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

FALL RIVER HOUSING AUTHORITY

LEASED HOUSING DEPARTMENT
P.O. BOX 989
FALL RIVER, MASSACHUSETTS 02722

TELEPHONE (508) 675-3595
FAX (508) 675-3435

KEY RECEIPT FORM

THE FALL RIVER HOUSING AUTHORITY MUST RECEIVE THIS FORM BACK AS SOON AS POSSIBLE. WE WILL NOT PAY YOUR NEW LANDLORD UNTIL THIS FORM IS RETURNED.

TENANT NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

LANDLORD NAME: _____

DATE KEY'S WERE RETURNED: _____

LANDLORD'S SIGNATURE

(BY SIGNING AND DATING THIS FORM, I CERTIFY AND ACKNOWLEDGE THAT I RECEIVED THE KEYS ON THIS DATE AND TENANT HAS FULLY VACATED THE UNIT)