

Lowell Housing Authority
Division of Leased Housing Programs
350 Moody Street, P.O. Box 60, Lowell, MA 01850-0060
Main Office: 978-937-3500 Fax: 978-453-6432

HOUSING CHOICE VOUCHER LEASE

The parties to this Agreement for the following contract unit are named below:

Owner Name:
Tenant Name:
Address of Contract Unit (number, street and apt. or suite no.):
City, State and ZIP Code:

A. TERM:

The term of this Lease is _____ year, beginning on _____ and continuing through _____ or until and unless there is an earlier termination pursuant to the terms and conditions of this Lease. This Lease shall automatically self-extend from _____ under the same terms and conditions as the initial Lease and shall continue in full force and effect from _____ after the expiration of the initial term of the Lease, unless and until either the Owner or the Tenant gives the other party _____ days prior written notice of intention to terminate this Lease on the last day of the initial term or the last day of any extended term. If either party elects to terminate this Lease, a copy of the written notice of intention to terminate the Lease shall be provided by said party to the _____ Housing Authority.

B. RENT:

- (1) The Rent to Owner (the total monthly rent payable to the Owner during the term of the Lease) is \$ _____ which is due and payable on or before the first day of every month in advance. Rent to Owner includes payment for any services, maintenance, and utilities to be provided by the Owner in accordance with the Lease.
- (2) The "tenant rent" is the portion of the Rent to Owner payable by the Tenant. It is an amount determined by the Public Housing Agency, hereinafter referred to as PHA, in accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD. The amount of the tenant rent is subject to change as determined by the PHA during the term of the Lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the Tenant and the Owner, stating the new amount and the effective date of the change. Initially and until such change, the Tenant agrees to pay \$ _____ per month to the Owner as the tenant rent.
- (3) The tenant rent as determined by the PHA is the maximum amount the Owner can require the Tenant to pay as rent for the contract unit, including all services, maintenance and utilities to be provided by the Owner in accordance with this Lease.
- (4) Each month, the PHA will pay a housing assistance payment, hereinafter referred to as HAP, to the Owner on behalf of the Tenant family in accordance with the Housing Assistance Payments Contract, hereinafter referred to as HAP Contract. The monthly HAP at initial occupancy is \$ _____ .

C. SECURITY DEPOSIT:

- (1) The Owner will comply with Massachusetts law regarding security deposits from a Tenant and shall not collect a security deposit which is more than the general community practice.
- (2) The Owner will hold the security deposit during the period the Tenant family occupies the contract unit under the Lease. The Owner shall comply with state and local laws regarding interest payment on security deposits. The Owner understands that Massachusetts General Laws Chapter 186 shall apply to all security deposits taken hereunder.
- (3) After the Tenant family has moved from the contract unit, the Owner may use the security deposit (subject to state and local laws), including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. The Owner will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Tenant.

D. HOUSING ASSISTANCE PAYMENTS CONTRACT:

The Owner will enter into a Housing Assistance Payments Contract (HAP Contract) with a PHA under the Housing Choice Voucher (Section 8) Rental Program of HUD. Under the HAP Contract, the PHA will make housing assistance payments to the Owner to assist the Tenant family, of which the Tenant is the representative, to lease the contract unit from the Owner.

E. CONFLICT WITH OTHER PROVISIONS OF LEASE:

In case of any conflict between the provisions of the Lease, the attached tenancy addendum (form HUD-52641-A) shall prevail.

F. TERM OF LEASE:

The term of the Lease shall begin on _____ and shall continue until
(1) a termination of the Lease by the Owner in accordance with the provisions of this Lease, (2) a termination of the Lease by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease, or (3) a termination of the HAP Contract by the PHA.

G. UTILITIES AND APPLIANCES:

The Owner shall provide and pay for the following utilities, as indicated below under the Owner column. The Tenant shall pay for and maintain the connection of utilities indicated below under the Tenant column.

(Please mark a check under the appropriate column to indicate which person will pay for the utility and/or utility type.)

Utility	Owner	Tenant
Heating (circle fuel type: natural gas bottled gas electric oil)		
Cooking (circle fuel type: natural gas bottled gas electric oil)		
Water Heating (circle fuel type: natural gas bottled gas electric oil)		
Other Electricity		
Water		
Trash Collection		
Garbage Removal		
Refrigerator		
Range		

The Tenant agrees not to unreasonably waste any fuel or utility service provided by the Owner.

H. OCCUPANTS:

The Owner and Tenant agree that the only persons authorized to occupy the contract unit are listed below:

1.	7.
2.	8.
3.	9.
4.	10.
5.	11.
6.	12.

The parties agree that no other persons will be allowed to occupy said contract unit unless specific written approval is granted by both the Owner and the PHA. The Tenant hereby represents and agrees that the persons listed as occupants herein are also listed with the PHA on the Application and/or the most recently updated Continued Occupancy update with the PHA.

I. OWNER AGREES:

- (1) To maintain the contract unit, equipment and appliances, and common areas and facilities, to provide decent, safe and sanitary housing in accordance with the housing quality standards (24 CFR Section 982.401) of the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, including the provision of all the services, maintenance and utilities set forth in the Lease, and to comply with Chapter II of the Massachusetts State Sanitary Code.
- (2) To complete repairs by dates specified in notice by the Section 8 Housing Assistance Payments Program.
- (3) Not to discriminate against the Tenant family in the provision of services or in any manner, on the grounds of age, race, color, creed, religion, sex, disability or national origin.
- (4) Not to enter the contract unit except to inspect the premises, make repairs, or show the unit to a prospective mortgagee, insurer, tenant or purchaser. The Owner will contact the Tenant before such entry so as not to unreasonably disturb the Tenant, who will not be unreasonable in denying entry. Only in case of an emergency may entry be made without prior consent. If such emergency entry is made, the Tenant shall be notified.

J. TENANT AGREES:

- (1) To pay the tenant rent on the first day of each month unless otherwise agreed by the Owner.
- (2) To maintain the premises in clean, sanitary and neat condition, free of garbage and rubbish, and, at all times, comply with the provisions of HUD Housing Quality Standards and Chapter II of the Massachusetts State Sanitary Code, and the requirements of the PHA.
- (3) To make no alteration, addition or improvement in or to the contract unit without prior written consent to the Owner. Such consent shall not be unreasonably withheld, but maybe conditioned upon Tenant's agreeing to restore the contract unit to its prior condition before moving out.
- (4) Not to allow on the property or premises any disorderly conduct, excessive noise or other activity which disturbs the peace and quiet of other residents or tenants in the building, and to refrain from any conduct, action, inaction, or omission which is detrimental to the safety, cleanliness, and care of the property.
- (5) To use the contract unit solely for residence by the Tenant, and as the principal place of residence; and shall not assign the Lease or transfer the unit or sublet the premises.
- (6) Not to permit the leased premises to be occupied by anyone except those individuals specifically named as household members on the Housing Assistance Program application. Guests may be accommodated, for reasonable short periods of time provided said occupancy is authorized by the Owner, and in accordance with the regulations of HUD, the provisions of the HAP Contract and the policies of the PHA.

- (7) To vacate the premises at the expiration of the Lease, remove all personal belongings, return the keys to the Owner and leave the premises as clean and in as good condition as he found them (normal wear and tear excepted).
- (8) To allow the PHA and/or Owner to inspect the contract unit at reasonable times and after reasonable notice.
- (9) To be responsible for and pay all damages beyond normal wear and tear.
- (10) That parking is NOT allowed on the premises or property without the Owner's express written permission.
- (11) That no dogs, cats, birds or other animals may be kept in the apartment or on the premises or property without the Owner's express written permission, such permission is subject to revocation if the Owner has reason to revoke said permission because of problems resulting from said pet.
- (12) That the Tenant is responsible for the actions, conduct, and behavior of any and all family members, co-tenants, friends, relatives, guests, visitors or any other persons who are invited or allowed on the premises or property. Failure to properly regulate any of the above persons will subject the Tenant to eviction and /or costs for damages, expenses, other losses.
- (13) That the Tenant may NOT change or replace locks or add any new locks without the Owner's permission, and whenever a lock is changed, replaced or added, the Tenant must immediately give the Owner a duplicate key.
- (14) That the Tenant shall exercise reasonable care to avoid damage to all equipment, fixtures, materials, utilities, floors, ceilings, walls, windows, plumbing, and appliances in the premises including, but not limited to, reporting to the Owner leaks, damage, and other problems with the property which could create damage thereto and also including sufficient heat to the premises (if the Tenant is required to supply heat hereunder) to avoid damage, expense, or jeopardy to the property.
- (15) That the Tenant will not do anything to destroy or negate the good appearance of the property including, but not limited to, hanging anything outside the apartment.
- (16) That the Tenant will not place, maintain, or allow to remain any object or item on stairways, passageways, or hallways in or around the building, or in any way obstruct, impede, or impair any exit, egress, or fire or safety device, or violate any federal, state or local laws, regulations, ordinances or by-laws relating to occupancy, health or safety.
- (17) That the Tenant will not use or allow the premises to be used for any illegal or improper purpose or in any way which violates federal, state, or local statutes, laws, regulations or ordinances relating to any criminal or penal law, code, sanctions, or enforcement.

K. DESTRUCTION OF PREMISES:

If the premises are rendered uninhabitable by fire, flood or other natural disaster during the term of this agreement, this agreement is thereupon terminated.

L. OWNER TERMINATION OF TENANCY:

Owner may terminate the tenancy for "grounds" as set forth in Paragraph 8 of the tenancy addendum in accordance with the provisions of Massachusetts state law.

M. ADDITIONAL PROVISIONS:

If any, they should be attached, initialed and dated by both parties, and be part of this Lease.

N. CHANGES:

No changes or additions to this Lease shall be made except by written agreement between Owner and Tenant. This Lease and the tenancy addendum and any other attachments represent the entire agreement between Owner and Tenant.

O. TENANCY ADDENDUM

The attached tenancy addendum which is annexed hereto is hereby incorporated herein and made a part hereof. If there is any conflict between any of the provisions of the Lease and the provisions contained in said tenancy addendum, the provisions of the tenancy addendum shall prevail and take precedence over any other such provision.

P. BREACH OF LEASE

Owner and Tenant understand that violation of any of the terms of this Lease may be considered a breach of said Lease, which breach may result in termination of the Lease.

WHEREOF, we the undersigned agree to this Lease, by signing three copies (one to be kept by the Owner, one by the Tenant and one by the PHA).

OWNER	TENANT
Print Name:	Print Name:
Address (number, street and apt. or suite no.):	Address (number, street and apt. or suite no.):
City, State and ZIP code:	City, State and ZIP code:
Phone:	Phone:
Email:	Email:
Signature:	Signature:
Date Signed:	Date Signed:

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

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

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.

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