

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
(exp. 07/31/2022)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number HCV -999
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)	1. Unit Size Three (3) Bedroom	
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.	2. Issue Date (mm/dd/yyyy) 03/1/2022	
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)	3. Expiration Date (mm/dd/yyyy) 04/30/2022	
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)	4. Date Extension Expires (mm/dd/yyyy)	
5. Name of Family Representative Victoria Smith	6. Signature of Family Representative <i>Victoria Smith</i>	Date Signed (mm/dd/yyyy) 02/07/2022

7. Name of Public Housing Agency (PHA) **Pinellas County Housing Authority**

8. Name and Title of PHA Official **Cheryl LaRock, HCV MGR**

9. Signature of PHA Official <i>Cheryl LaRock</i>	Date Signed (mm/dd/yyyy) 02/07/2022
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1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 1. The proposed unit or lease is disapproved for specified reasons, and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request PHA written approval to add any other family member as an occupant of the unit.
 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.



Pinellas County Housing Authority

11479 Ulmerton Road, Largo, FL 33778
Phone: 727.443.7684 • TDD: 800.955.8770
Fax: 727.443.6894 • TTY: 800.955.8771
www.PinellasHousing.com

Owner/Tenant Lease-Up Procedure

Please read the following **REVISED** Owner/Tenant Lease-up Procedure for the Section 8 Rental Assistance Program. Sign and date the form indicating that you have reviewed them.

This form must be returned, with the Request for Lease Approval, to the Pinellas County Housing Authority so that an inspection can be scheduled. Avoid unnecessary delays by completing the forms entirely. Incomplete forms will be returned for completion.

INSPECTIONS are scheduled within 7 to 14 days of receiving completed **Owner/Tenant Lease-Up Procedure** and **Request for Lease Approval forms**.

Check one of the following time frames within which an inspection will be scheduled:
Owner and tenant request an inspection in: 7 days 8-14 days

The tenant assumes full responsibility for the housing unit, including all rent, if the owner allows the tenant to move in before it passes inspection, before the rent has been agreed upon between the Pinellas County Housing Authority and the landlord, and before the lease and hap contract is executed.

OWNER: EFFECTIVE JUNE 17, 1998, The Pinellas County Housing Authority cannot approve a housing unit if the owner is the parent, child, grandparent, grandchild, sister or brother of the Section 8 family unless the accommodation is for a family member who is a person with a disability.

_____	_____
OWNER/AGENT	DATE
_____	_____
TENANT (Victoria Smith)	DATE

NOTE: The Owner must provide the Pinellas County Housing Authority with a copy of the DEED for the property that is to be leased, if not already provided.

Date lease may begin: 3/1/2022 Children under age 6: One (1)
Bedroom Size issued: Three (3) Voucher Expiration Date: 4/30/2022



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. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' 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.

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. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA) Pinellas County Housing Authority			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 <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> 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	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Other (specify)			
Refrigerator			Provided by
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.

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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Amenities Check List

Kitchen

Please check applicable items, circle present quality, and indicate age

Appliance	Quality			Appliance's age in years
<input type="checkbox"/> Refrigerator	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Stove	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Dishwasher	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Microwave (built in only)	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Garbage Disposal	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Granite Countertops	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Cabinets, Wood	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Cabinets, Laminate	Excellent	Average	Poor	_____ years
<input type="checkbox"/> Cabinets, Other	Excellent	Average	Poor	_____ years

Flooring

Please circle the appropriate floor types

Room	Type					
Bedrooms	Tile	Laminate	Wood	Terrazzo	Carpet	Other: _____
Bathrooms	Tile	Laminate	Wood	Terrazzo	Carpet	Other: _____
Kitchen	Tile	Laminate	Wood	Terrazzo	Carpet	Other: _____
Living Room	Tile	Laminate	Wood	Terrazzo	Carpet	Other: _____

Windows

Please check the appropriate window type

- Energy Efficient Jalousie (crank windows) Hurricane protected Other: _____

Extras

Please check any additional items your property offers

- | | | |
|---|---|---|
| <input type="checkbox"/> Patio/Deck/Balcony/Porch | <input type="checkbox"/> Pool (house only) | <input type="checkbox"/> Fenced Yard |
| <input type="checkbox"/> Vaulted/High Ceilings | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> Walk-In Closets |
| <input type="checkbox"/> W/D Connections | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Central Heat and Air |
| <input type="checkbox"/> Ceiling Fans | <input type="checkbox"/> Laundry Facilities | <input type="checkbox"/> Other: _____ |

Community Features

Apartments and Condominiums only

- | | | |
|--|------------------------------------|---|
| <input type="checkbox"/> Fitness Center | <input type="checkbox"/> Elevators | <input type="checkbox"/> Clubhouse |
| <input type="checkbox"/> Controlled Access | <input type="checkbox"/> Pool | <input type="checkbox"/> Guard/Security |

Year Built: _____ Square Footage: _____ Requested Rent: \$ _____

Bedrooms: _____ Bathrooms: _____ Remodeled? Yes No

If you have remodeled please indicate the year of completion and what was remodeled.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

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

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

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

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Estimate my maximum rent?

Tenant's name: Victoria Smith | Voucher size: 3 | Lease ends on: Feb 28, 2022

First find a place to live. Get that zip code. Match the area with the zip code.

ZIP Code	Area	ZIP Code	Area	ZIP Code	Area	ZIP Code	Area	ZIP Code	Area
33701	1	33715	5	33755	No Area ^	33771	2	33786	5
33702	2	33716	4	33756	2	33772	3	34660	2
33703	4	33730	2	33757	2	33773	2	34677	3
33704	2	33731	2	33758	2	33774	2	34681	3
33705	3	33732	2	33759	No Area ^	33775	2	34682	2
33706	3	33733	2	33760	2	33776	5	34683	3
33707	2	33734	2	33761	2	33777	3	34684	3
33708	3	33736	2	33762	4	33778	2	34685	4
33709	1	33738	2	33763	No Area ^	33779	2	34688	5
33710	2	33741	2	33764	2	33780	2	34689	1
33711	3	33742	2	33765	No Area ^	33781	1	34695	3
33712	2	33743	2	33766	2	33782	3	34697	2
33713	3	33744	3	33767	5	33784	2	34698	3
33714	1	33747	2	33770	2	33785	4		

Second match your area below and determine your maximum rent based on the utilities you will pay.

Area →	1	2	3	4	5
Maximum Rent for Electric Only:	\$1,664	\$1,864	\$2,114	\$2,364	\$2,764
Maximum Rent for All Utilities:	\$1,526	\$1,726	\$1,976	\$2,226	\$2,626

Area →	6	7	8	9	10
Maximum Rent for Electric Only:	-	-	-	-	-
Maximum Rent for All Utilities:	-	-	-	-	-

It is best to find a unit with your designated voucher size. Your qualifying amount will be DIFFERENT should you find a unit with a DIFFERENT voucher size. *** Contact your Housing Advisor BEFORE you submit your Request for Tenancy Approval (RFTA) for a different voucher size.

It is your responsibility to find a unit within the BELOW amounts. If an RFTA is submitted AND the RFTA does not qualify it will be returned to you. This WILL delay your move in process.

The below amounts are only ESTIMATES based on your CURRENT income. If there is a change in your income, these amounts will also change. Please report any changes and request new qualifying amounts.

- * "Electric Only" means rent includes water, sewer and trash.
- * "All utilities" means the tenant pays for water, sewer, trash, and electric.
- ^ No Area means that your voucher does not qualify for this zip code

Tenant's Signature _____

Date _____



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Fax: 727.489.0797 or 727.443.6894 • TTY: 800.955.8771

www.PinellasHousing.com • Email: cponds@pinellashousing.com

MOVE-IN DISCLAIMER

I, Victoria Smith understand that I cannot move into my new residence until the inspection passes, the landlord and Pinellas County Housing Authority agree on the contract rent and not before my approved beginning date stated on the Request for Tenancy Approval.

If I move into my new residence before the passed inspection, the contract rent being approved and before my lease beginning date; I will be responsible for the full amount of the contract rent up to the Pinellas County Housing Authority's beginning date on the contract.

The Pinellas County Housing Authority is not responsible for any payments to the landlord until the above criteria are met.

I have read and understand the above.

Victoria Smith

Participant Signature

2/7/2022

Date

Cheryl LaRock

Housing Advisor Signature

2/7/2022

Date



**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

OMB Approval No. 2577-0169
(exp. 07/31/2022)

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

Victoria Smith

3. Contract Unit

123 4th Ave S, , St Petersburg, FL 33705

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

Victoria Smith

Victor Smith

Samantha Smith

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy):

03/01/2022

The initial lease term ends on (mm/dd/yyyy):

02/28/2023

6. Initial Rent to Owner

The initial rent to owner is: \$ **1850.00**

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ **1450.00** per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

Item	Specify fuel type	Provided by	Paid by
A/C			T
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil		T
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil		T
Other Electrical			T
Sewer			T
Trash Collection			T
Water			T
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Oil		T

Signatures:

Public Housing Agency

Pinellas County Housing Authority

Print or Type Name of PHA

Cheryl LaRock
 Signature

Cheryl LaRock, HCV/Compliance Manager

Print or Type Name and Title of Signature

02/26/2022

Date (mm/dd/yyyy)

Owner

Higher Purpose, LLC

Print or Type Name of Owner

 Signature

 Print or Type Name and Title of Signature

 Date (mm/dd/yyyy)

Mail Payments to:

Higher Purpose, LLC

7777 Golden Place

Heavenly City, FL 77777

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
 - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
 - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be

obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
 - c. **Amount of PHA payment to owner**
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
 - d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
 - e. **Limit of PHA responsibility**
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
 - f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract

and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Reserved

16. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
 - (1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
 - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d. **Other good cause for termination of tenancy**
 - (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
 - (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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.

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
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- 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.
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- (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.

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- 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.
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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.



Pinellas County Housing Authority

11479 Ulmerton Road, Largo, FL 33778

Phone: 727.443.7684, ext. 3016 • TDD: 800.955.8770

Fax: 727.489.0797 or 727.443.6894 • TTY: 800.955.8771

www.PinellasHousing.com • Email: cponds@pinellashousing.com

80475-011

February 26, 2022

Veronica Smith
123 4th Ave S.
St Petersburg, FL 33705

RE: New Unit

Dear Veronica Smith:

We have processed your move-in to the above unit with the effective dates:

MAR-01-2022 to FEB-28-2023

Enclosed you will find a Portion Letter stating your regular monthly portion.

If you disagree with this decision, you may request an informal review. If a informal review is desired, you must submit a written request to this office within ten (10) days of this notice or your right to a hearing will be waived.

Sincerely,
Cheryl LaRock
Housing Advisor

Cc: File

Walking by Faith, LLC
316 Palm Drive
Pasture, FL 54789

HOUSING CHOICE VOUCHER PROGRAM
HAP Contract and Lease Amendment

Note: Our offices close 12:00 PM to 1 PM daily & at Noon on Friday. A drop box is available for your convenience.



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Contract Number: PI-2019

Date Printed: 2/16/2022 4:57:23 PM

This amendment is between An Hongsheng (Owner), Veronica Smith (Tenant) holding family participating number PI-2019 and the Pinellas County Housing Authority regarding the housing unit described as: 1234 4th Ave S, St. Petersburg, FL 33705

This amendment changes the respective terms of the Housing Assistance Payments (HAP) Contract between An Hongsheng and the Pinellas County Housing Authority and the Lease between Veronica Smith and An Hongsheng, as follows:

1. The reason for the Amendment is:
 - RE-EXAMINATION
Annual Review of family income, expenses, assets, and composition
 - INTERIM RE-EXAMINATION
Interim change in family income, expenses, assets and composition
 - RENT ADJUSTMENT
The Pinellas County Housing Authority approved changes in contract rent.
 - NEW LEASE
The family entered into a new lease with the landlord.
2. The change results in an adjustment in the following payments:

HAP Payment	\$1450
Tenant Rent	\$400
Total Contract Rent	\$1850
Utility Reimbursement	\$0
3. The Effective Date of the Amendment and the change is **MAR-01-2022**.
4. The tenant's next re-certification date is **MAR-01-2023**.
5. This Amendment is prepared in accordance with the terms and conditions of both the HAP Contract between An Hongsheng and the Pinellas County Housing Authority; the Current Lease between Veronica Smith and An Hongsheng; and this Amendment is made a part of the HAP Contract and the current Lease. All other covenants, terms, and conditions in the HAP Contract and the current Lease shall remain the same.

Attention Tenant: Veronica Smith

If you disagree with this decision, you may request an informal review of your file. If a review is desired, you must submit a written request to this office within ten (10) days of this notice or your right to a review will be waived.

Note: Our office closes at noon on Fridays. A drop box is available for your convenience after hours.



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80475-016

February 26, 2022

Veronica Smith
123 4th Ave S.
St Petersburg, FL 33705

Dear Veronica Smith:

The anniversary date of your lease under the Housing Choice Voucher Program is **MAR-01-2022**. Since Federal Regulations require the Housing Authority to reexamine your income and family composition at least annually, an appointment has been scheduled for you and **ALL HOUSEHOLD MEMBERS 18 YEARS OF AGE OR OLDER**.

Appointment Date and Time:

PCHA will reasonably try to accommodate any schedule conflicts. **Please be advised that should you not be able to keep this appointment, you must notify the Housing Authority in writing at least 24 hours prior to the scheduled time. A phone call or voicemail is not acceptable.** If you fail to keep or reschedule this appointment, you may be terminated from the program.

When you come for your interview, please bring the information on the enclosed checklist that applies to your household along with the enclosed forms completely filled out.

NOTICE: Please read your current lease for lease terms and your requirements for renewal. If the lease has an expiration date, you must enter into a new lease or renewal in writing, signed by both the landlord and the tenant.

If the landlord is asking for a rent increase, the landlord must notify you of the rent increase request and submit the rent increase request form to the housing authority at least 60 days before the lease anniversary date.

Please make arrangements for **childcare**, as **children will not be allowed to attend this appointment**, nor will they be able to stay in the lobby without adult supervision.

If you are a person with a disability and need an accommodation provided at your interview, please notify me in writing.

Sincerely,
Cheryl LaRock
Housing Advisor

Cc: File

Walking by Faith, LLC
316 Palm Drive
Pasture, FL 54789

Note: Our offices close 12:00 PM to 1 PM daily & at Noon on Friday. A drop box is available for your convenience.



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Rental Increase Request Form

In order for the Pinellas County Housing Authority to properly determine the reasonableness of your request, please be sure to use accurate information. If you are unsure of certain information, such as the year your unit was built, or the square footage, please refer to the Pinellas County Property Appraiser's website: <http://www.pcpao.org>.

This request MUST be received 60 DAYS PRIOR to the lease-end date in order to be considered for approval.

Tenant Name: _____ Housing Advisor: _____

Unit Address: _____

Current Rent: \$ _____ Requested Rent: \$ _____

Unit Type: Single Family Duplex Apartment Row/Town House Mobile Home

Unit Information

of Bedrooms: _____

of Bathrooms: _____

Year Built: _____ (Full Year, Ex. 1974)

Square Feet: _____

Utilities are paid by... (choose landlord or tenant)

Electric: Landlord or Tenant

Water: Landlord or Tenant

Sewer: Landlord or Tenant

Trash: Landlord or Tenant

Amenities: (Circle all that applies)

Kitchen:	Refrigerator	Stove	Dishwasher	Microwave	Garbage Disposal	Granite Counters
Windows:	Energy Efficient	Jalousie	Standard	Hurricane Protected	Other: _____	
Accessibility:	Transportation	Stores	Schools	Medical Facilities	Other: _____	
Extras:	Fenced Yard	Fireplace	Pool	Central Heat/Air	Window A/C Unit	
	Laundry Facilities	Ceiling Fans	Storage Shed	Vaulted Ceilings	W / D connections	

Remodeled? If so, please specify year and renovations made: _____

Please provide the reason for your requested increase: _____

Landlord's Signature: _____ Phone: _____

Address: _____

Tenant Acknowledgement:

I, the tenant at the above address, understand that my landlord is requesting an increase, and if approved, the increase will go into effect at my annual recertification and may affect my portion of rent.

Tenant's Signature: (Required) _____

Date: _____

PCHA USE ONLY: Receive Date _____ Submit Date _____ Annual _____ Approved Denied





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Certification of Repairs Made

Request for Re-inspection of Unit

I, _____ hereby certify that all deficiencies previously cited by the Housing Choice Voucher Inspector have been corrected, and the unit located at _____ is ready for re-inspection at your earliest convenience.

Certified by: _____
Landlord Signature

Date

Landlord Phone Number: _____

Tenant name: _____

Tenant Phone Number: _____





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Landlord Package

Property information for Housing Choice Voucher Program

In order to complete our landlord information files and **receive payment** the Pinellas County Housing Authority requires each landlord participating in the Housing Choice Voucher Program to provide eligibility documentation with the following documents (enclosed).

1. Proof of Ownership of the dwelling including
 - a. Title
 - b. Warranty or Mortgage Deed or Settlement Statement
 2. Tax Statements / Property Tax Statements
 3. If incorporated...
 - a. the incorporation certification / Articles of Incorporation
 - b. assigned Employer Identification Number (EIN)
 4. Photo Identification
 5. Social Security Card copy
 6. Owner Information Form (enclosed)
 7. Change of Ownership (enclosed)
 8. Verification of Ownership (enclosed)
 9. Verification of Owner Housing Assistance Payment (enclosed)
 10. W-9 form – The actual property owner must complete the W-9 under his or her name. The W-9 form will not be accepted under property manager information or tax identification Number. (enclosed)
 11. For individuals and sole proprietors please provide your social security number
 12. For most non-individuals including trusts, estates, partnerships, and similar entities please provide an identification number
 13. Owner / Agent Form – This form must be completed and notarized if you live outside of Pinellas County. If you live in Pinellas County and have a designated agent then this form must be completed and notarized. (enclosed)
 14. Direct Deposit Authorization Form (enclosed)
- A **VOIDED CHECK** (for the account you specify on the direct deposit authorization form) and **EMAIL ADDRESS** is required.
 - Please return the requested information as soon as possible
 - Information can be sent via email to clarock@pinellashousing.com



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Owner Information Form

Property Address: _____

Year Built: _____ Number of Bedrooms: _____ Square Feet: _____

Tenant's Name: _____

Structure Type: Apartment Mobile Home Single Family
 High Rise Low Rise Townhouse

Ownership of Assisted Unit:

I certify that I am the legal owner, or legally designated agent, for the above referenced unit and that the tenant has no ownership interest in this dwelling unit.

Approved Residents of Assisted Unit:

I understand that the family members listed on the Dwelling Lease Agreement approved by the Pinellas County Housing Authority are the only individuals permitted to reside in the unit. Unauthorized occupants must be reported promptly to the Pinellas County Housing Authority. 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 obligations in the Housing Assistance Payments Contract to perform necessary maintenance in order to comply with Housing Quality Standards.

Tenant Rent Payment:

I understand that the amount of the tenant portion of the Contract Rent is determined by the Pinellas County Housing Authority. Any other item not specified in the Lease must be specifically approved by the Pinellas County Housing Authority.

Reporting Vacancies to the Pinellas County Housing Authority:

I understand that it is my responsibility to notify the Pinellas County Housing Authority in writing in the event that the assisted unit is vacated.

Administrative Criminal Actions for Intentional Violations:

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments Contract is cause for termination of participation in the Housing Choice Voucher Program. I understand that intentionally supplying false, incomplete, or inaccurate information is punishable under Federal or state criminal law.

Name of Owner: _____ SSN / EIN: _____

Street Address: _____ Phone: _____

Name of Agent (if applicable): _____ SSN / EIN: _____

Street Address: _____ Phone: _____

Signature of person making certification

Date: _____

Witness

Date: _____



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**Change of Ownership
Assignment of Housing Assistance Payments**

I, _____ the legal owner of the property/properties known as:

	<u>Address</u>	<u>Name of Tenant</u>
1.		
2.		
3.		
4.		
5.		

accept the Housing Assistance Payments Contract(s).

Numbers: _____

originally signed by: _____

and understand that this assignment is binding to all of the original owner's obligations and duties under the provisions of said contract(s). The provisions of this assignment shall bind and insure to the benefit of said owner and respective successors, legal representatives, and assigns. I also agree to provide the Pinellas County Housing Authority, with a copy of the recorded warranty deed within sixty (60) days of the date of the sale of the property and understand that I must supply evidence of ownership as an interim measure to receive Housing Assistance Payments.

Signature

Date: _____

Witness

Date: _____

CHECKS TO BE MADE PAYABLE TO:

Name of Owner: _____ SSN / EIN: _____

Address: _____

Phone(s): Home: _____ Work: _____



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**Housing Choice Voucher – Rental Assistance Program
Verification of Ownership**

Name: _____ SSN / EIN: _____

Address: _____

Property Address(es): 1: _____

2: _____

3: _____

1. Are you an employee or elected official within Pinellas County? Yes No

If yes, in what capacity? _____

2. Have you ever participated in any Housing Choice Voucher Program? (for example: Housing Choice Voucher, Section 8, Certificate Voucher, or Moderate Rehabilitation Program) Yes No

If yes then please indicate the Housing Agency: _____

Name: _____ Location: _____

3. Have you been involved in the formulation of policies or decisions directly or indirectly affecting any Housing Choice Voucher Program during the past year? Yes No If yes then please state where, when, and in what capacity. _____

4. Have you ever been prohibited from participation in any housing assistance program? Yes No
Please explain: _____

5. Have you ever been cited for any property code violations? Yes No
If yes, please explain: _____

6. Are you the current owner of record for the above listed property/properties? Yes No If you are a new buyer and/ or assuming ownership of the above property, do you agree to honor all obligations and duties as stipulated in the existing Housing Assistance Program Contract? Yes No
If no, please explain: _____

7. Will you appoint a local agent to manage your property? Yes No If yes please provide:

Agent Name: _____ Agent Phone: _____

Agent Address: _____

I hereby certify that the information provided above is true to the best of my knowledge.

Signature of Owner

Date

WARNING: TITLE 18, SECTION 1001 OF THE UNITED STATES CODES, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRADULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES OR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.



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Verification of Owner Housing Assistance Payment

To: Pinellas County Housing Authority

From: Owner Name: _____

Address: _____

Email Address: _____

RE: Tenant's Name: _____

The Housing Assistance Payment check should be made payable to the following unless I advise the Pinellas County Housing Authority otherwise in writing:

Payee Name: _____

Address: _____

Phone: _____ SSN / EIN: _____

Signature of Owner

Date



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www.PinellasHousing.com

Owner – Agent Form

To: Pinellas County Housing Authority

From: Owner Name: _____ Phone: _____

Address: _____

Email Address: _____

I, _____ hereby authorize and designate this authorized person

Name: _____

Address: _____

SSN / EIN: _____

Phone: _____

to act as _____ to sign all leases and contracts with the Pinellas County Housing Authority, for the property/properties listed below.

	<u>Address</u>	<u>Name of Tenant</u>
1.		
2.		
3.		
4.		
5.		

The Housing Assistance Payments check should be made payable to _____ and mailed to _____ until I otherwise advise the Pinellas County Housing Authority in writing.

Signature of Owner

Date

SSN / EIN

State of _____

County of _____

The forgoing instrument was acknowledged before me this _____ Day of _____, 20____ by

Name of person acknowledging who is personally known to me _____ and/or produced

Type of identification

Notary Signature

Notary Name



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Direct Deposit Authorization

I hereby authorize the Pinellas County Housing Authority to directly deposit my Housing Assistance Payment (HAP) in the bank account listed below.

I have attached a **VOIDED CHECK** for the account specified below.

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

Owner's Name: _____ Company Name: _____

Address: _____

Contact Number: _____ Email Address (required): _____

Signature of Owner Date

Checking New Account Update Account

Financial Institution: _____ Phone: _____

Address: _____

Account Number: _____

Bank Routing Number: _____ (Please confirm with your bank)

FOR OFFICE USE ONLY

Effective Date: _____ Date Received: _____

Processed by: _____ Date: _____ Vendor #: _____

New Account Update Account

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



Pinellas County Housing Authority

11479 Ulmerton Road, Largo, FL 33778

Phone: 727.443.7684 • TDD: 800.955.8770

Fax: 727.443.6894 • TTY: 800.955.8771

www.PinellasHousing.com

Landlord Contact Information Update

(Have you moved? Please update your landlord information below.)

Name / Company Name: _____

Social Security Number / Tax ID (FEIN) Number: _____

Phone Number: _____

Email Address: _____

Previous Address: _____

New Address: _____

I certify that I have stated my correct address information above. Therefore, I assume full responsibility for my mail being delivered to the updated mailing address.

Landlord Name

Landlord Signature

Date



**Tampa St. Petersburg, Clearwater Metropolitan Area
Small Area FMR's (SAFMR) Payment Standards Effective 03/01/2022**

ZIP Code	0-FMR	0-PS	1-FMR	1- PS	2-FMR	2-PS	3-FMR	3-PS	4-FMR	4-PS
33701	\$960	\$1,030	\$1,020	\$1,100	\$1,240	\$1,480	\$1,590	\$1,700	\$1,960	\$2,100
33702	\$1,030	\$1,200	\$1,100	\$1,235	\$1,330	\$1,480	\$1,710	\$1,900	\$2,110	\$2,350
33703	\$1,240	\$1,340	\$1,320	\$1,400	\$1,600	\$1,850	\$2,060	\$2,400	\$2,530	\$3,000
33704	\$1,000	\$1,030	\$1,060	\$1,235	\$1,290	\$1,480	\$1,660	\$1,900	\$2,040	\$2,350
33705	\$1,120	\$1,340	\$1,190	\$1,400	\$1,440	\$1,650	\$1,850	\$2,150	\$2,280	\$2,650
33706	\$1,110	\$1,200	\$1,180	\$1,400	\$1,430	\$1,650	\$1,840	\$2,150	\$2,260	\$2,650
33707	\$1,050	\$1,200	\$1,120	\$1,235	\$1,360	\$1,480	\$1,750	\$1,900	\$2,150	\$2,350
33708	\$1,200	\$1,340	\$1,280	\$1,400	\$1,550	\$1,650	\$1,990	\$2,150	\$2,450	\$2,650
33709	\$940	\$1,030	\$1,000	\$1,100	\$1,210	\$1,300	\$1,560	\$1,700	\$1,920	\$2,100
33710	\$1,020	\$1,200	\$1,080	\$1,235	\$1,310	\$1,480	\$1,680	\$1,900	\$2,070	\$2,350
33711	\$1,100	\$1,200	\$1,170	\$1,235	\$1,420	\$1,650	\$1,830	\$2,150	\$2,250	\$2,650
33712	\$1,050	\$1,200	\$1,120	\$1,235	\$1,360	\$1,480	\$1,750	\$1,900	\$2,150	\$2,350
33713	\$1,130	\$1,340	\$1,200	\$1,400	\$1,460	\$1,650	\$1,880	\$2,150	\$2,310	\$2,650
33714	\$950	\$1,030	\$1,010	\$1,100	\$1,220	\$1,300	\$1,570	\$1,700	\$1,930	\$2,100
33715	\$1,560	\$1,870	\$1,660	\$1,870	\$2,010	\$2,250	\$2,590	\$2,800	\$3,180	\$3,500
33716	\$1,320	\$1,530	\$1,400	\$1,600	\$1,700	\$1,850	\$2,190	\$2,400	\$2,690	\$3,000
33730	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33731	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33732	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33733	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33734	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33736	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33738	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33741	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33742	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33743	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33744	\$1,200	\$1,340	\$1,280	\$1,400	\$1,550	\$1,650	\$1,990	\$2,150	\$2,450	\$2,650
33747	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33755	\$1,010	\$1,200	\$1,070	\$1,235	\$1,300	\$1,480	\$1,670	\$1,900	\$2,060	\$2,350
33756	\$980	\$1,030	\$1,040	\$1,235	\$1,260	\$1,480	\$1,620	\$1,900	\$2,000	\$2,350
33757	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33758	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33759	\$1,040	\$1,200	\$1,210	\$1,400	\$1,470	\$1,650	\$1,890	\$2,150	\$2,330	\$2,650
33760	\$1,050	\$1,200	\$1,120	\$1,235	\$1,360	\$1,480	\$1,750	\$1,900	\$2,150	\$2,350
33761	\$1,010	\$1,200	\$1,070	\$1,235	\$1,300	\$1,480	\$1,670	\$1,900	\$2,060	\$2,350
33762	\$1,260	\$1,340	\$1,340	\$1,600	\$1,630	\$1,850	\$2,100	\$2,400	\$2,580	\$3,000
33763	\$1,030	\$1,200	\$1,100	\$1,235	\$1,330	\$1,480	\$1,710	\$1,900	\$2,110	\$2,350
33764	\$1,070	\$1,200	\$1,140	\$1,235	\$1,380	\$1,480	\$1,770	\$1,900	\$2,190	\$2,350
33765	\$980	\$1,030	\$1,050	\$1,235	\$1,270	\$1,480	\$1,630	\$1,900	\$2,010	\$2,350
33766	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33767	\$1,570	\$1,870	\$1,670	\$1,870	\$2,020	\$2,250	\$2,600	\$2,800	\$3,200	\$3,500

**Tampa St. Petersburg, Clearwater Metropolitan Area
Small Area FMR's (SAFMR) Payment Standards Effective 03/01/2022**

ZIP Code	0-FMR	0-PS	1-FMR	1- PS	2-FMR	2-PS	3-FMR	3-PS	4-FMR	4-PS
33770	\$1,010	\$1,200	\$1,070	\$1,235	\$1,300	\$1,480	\$1,670	\$1,900	\$2,060	\$2,350
33771	\$1,070	\$1,200	\$1,140	\$1,235	\$1,380	\$1,480	\$1,770	\$1,900	\$2,190	\$2,350
33772	\$1,090	\$1,200	\$1,150	\$1,235	\$1,400	\$1,650	\$1,800	\$2,150	\$2,220	\$2,650
33773	\$990	\$1,030	\$1,060	\$1,235	\$1,280	\$1,480	\$1,650	\$1,900	\$2,030	\$2,350
33774	\$970	\$1,030	\$1,030	\$1,235	\$1,250	\$1,480	\$1,610	\$1,900	\$1,980	\$2,100
33775	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33776	\$1,460	\$1,530	\$1,560	\$1,870	\$1,890	\$2,250	\$2,430	\$2,800	\$2,990	\$3,500
33777	\$1,190	\$1,340	\$1,270	\$1,400	\$1,540	\$1,650	\$1,980	\$2,150	\$2,440	\$2,650
33778	\$1,070	\$1,200	\$1,140	\$1,235	\$1,380	\$1,480	\$1,770	\$1,900	\$2,190	\$2,350
33779	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33780	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33781	\$900	\$1,030	\$960	\$1,100	\$1,160	\$1,300	\$1,490	\$1,700	\$1,840	\$2,100
33782	\$1,120	\$1,340	\$1,200	\$1,400	\$1,450	\$1,650	\$1,860	\$2,150	\$2,300	\$2,650
33784	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
33785	\$1,210	\$1,340	\$1,290	\$1,400	\$1,560	\$1,850	\$2,010	\$2,400	\$2,470	\$2,650
33786	\$1,570	\$1,870	\$1,670	\$1,870	\$2,020	\$2,250	\$2,600	\$2,800	\$3,200	\$3,500
34660	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
34677	\$1,120	\$1,340	\$1,200	\$1,400	\$1,450	\$1,650	\$1,860	\$2,150	\$2,300	\$2,650
34681	\$1,140	\$1,340	\$1,210	\$1,400	\$1,470	\$1,650	\$1,890	\$2,150	\$2,330	\$2,650
34682	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
34683	\$1,140	\$1,340	\$1,210	\$1,400	\$1,470	\$1,650	\$1,890	\$2,150	\$2,330	\$2,650
34684	\$1,160	\$1,340	\$1,240	\$1,400	\$1,500	\$1,650	\$1,930	\$2,150	\$2,380	\$2,650
34685	\$1,280	\$1,530	\$1,360	\$1,600	\$1,650	\$1,850	\$2,120	\$2,400	\$2,610	\$3,000
34688	\$1,570	\$1,870	\$1,670	\$1,870	\$2,020	\$2,250	\$2,600	\$2,800	\$3,200	\$3,500
34689	\$860	\$1,030	\$920	\$1,100	\$1,110	\$1,300	\$1,430	\$1,700	\$1,760	\$2,100
34695	\$1,190	\$1,340	\$1,270	\$1,400	\$1,540	\$1,650	\$1,980	\$2,150	\$2,440	\$2,650
34697	\$1,040	\$1,200	\$1,100	\$1,235	\$1,340	\$1,480	\$1,720	\$1,900	\$2,120	\$2,350
34698	\$1,110	\$1,200	\$1,180	\$1,400	\$1,430	\$1,650	\$1,840	\$2,150	\$2,260	\$2,650

Tampa St. Petersburg, Clearwater Metropolitan Area**Small Area FMR's (SAFMR) Payment Standards Effective 01/01/2023/waiver 120%**

ZIP Code	0-FMR	0-PS	1-FMR	1-PS	2-FMR	2-PS	3-FMR	3-PS	4-FMR	4-PS
33701	\$1,240	\$1,380	\$1,320	\$1,475	\$1,590	\$1,775	\$2,030	\$2,265	\$2,490	\$2,780
33702	\$1,300	\$1,500	\$1,390	\$1,600	\$1,670	\$1,940	\$2,140	\$2,480	\$2,620	\$3,030
33703	\$1,540	\$1,800	\$1,650	\$1,940	\$1,980	\$2,325	\$2,530	\$2,975	\$3,110	\$3,640
33704	\$1,210	\$1,380	\$1,290	\$1,475	\$1,550	\$1,775	\$1,980	\$2,265	\$2,430	\$2,780
33705	\$1,390	\$1,650	\$1,490	\$1,760	\$1,790	\$2,120	\$2,290	\$2,700	\$2,810	\$3,275
33706	\$1,340	\$1,500	\$1,430	\$1,600	\$1,720	\$1,940	\$2,200	\$2,480	\$2,700	\$3,030
33707	\$1,270	\$1,500	\$1,360	\$1,600	\$1,630	\$1,940	\$2,090	\$2,480	\$2,560	\$3,030
33708	\$1,600	\$1,800	\$1,720	\$1,940	\$2,060	\$2,325	\$2,640	\$2,975	\$3,230	\$3,640
33709	\$1,150	\$1,380	\$1,230	\$1,475	\$1,480	\$1,775	\$1,890	\$2,265	\$2,320	\$2,780
33710	\$1,310	\$1,500	\$1,400	\$1,600	\$1,680	\$1,940	\$2,150	\$2,480	\$2,640	\$3,030
33711	\$1,350	\$1,500	\$1,450	\$1,600	\$1,740	\$1,940	\$2,230	\$2,480	\$2,730	\$3,275
33712	\$1,310	\$1,500	\$1,410	\$1,600	\$1,690	\$1,940	\$2,160	\$2,480	\$2,650	\$3,030
33713	\$1,350	\$1,500	\$1,440	\$1,600	\$1,730	\$1,940	\$2,210	\$2,480	\$2,710	\$3,030
33714	\$1,170	\$1,380	\$1,260	\$1,475	\$1,510	\$1,775	\$1,930	\$2,265	\$2,370	\$2,780
33715	\$1,940	\$2,200	\$2,070	\$2,360	\$2,490	\$2,830	\$3,190	\$3,620	\$3,910	\$4,440
33716	\$1,640	\$1,960	\$1,760	\$1,940	\$2,110	\$2,325	\$2,700	\$2,975	\$3,310	\$3,640
33730	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33731	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33732	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33733	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33734	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33736	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33738	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33741	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33742	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33743	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33744	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33747	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33755	\$1,210	\$1,380	\$1,290	\$1,475	\$1,550	\$1,775	\$1,980	\$2,265	\$2,430	\$2,780
33756	\$1,210	\$1,380	\$1,300	\$1,475	\$1,560	\$1,775	\$2,000	\$2,265	\$2,450	\$2,780
33757	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33758	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33759	\$1,460	\$1,650	\$1,570	\$1,760	\$1,880	\$2,120	\$2,410	\$2,700	\$2,950	\$3,275
33760	\$1,320	\$1,500	\$1,420	\$1,600	\$1,700	\$1,940	\$2,180	\$2,480	\$2,670	\$3,030
33761	\$1,310	\$1,500	\$1,410	\$1,600	\$1,690	\$1,940	\$2,160	\$2,480	\$2,650	\$3,030
33762	\$1,570	\$1,800	\$1,680	\$1,940	\$2,020	\$2,325	\$2,580	\$2,975	\$3,170	\$3,640

Tampa St. Petersburg, Clearwater Metropolitan Area

Small Area FMR's (SAFMR) Payment Standards Effective 01/01/2023/waiver 120%

ZIP Code	0-FMR	0-PS	1-FMR	1-PS	2-FMR	2-PS	3-FMR	3-PS	4-FMR	4-PS
33763	\$1,250	\$1,380	\$1,340	\$1,475	\$1,610	\$1,775	\$2,060	\$2,265	\$2,530	\$3,030
33764	\$1,380	\$1,650	\$1,480	\$1,760	\$1,780	\$2,120	\$2,280	\$2,700	\$2,790	\$3,275
33765	\$1,230	\$1,380	\$1,320	\$1,475	\$1,580	\$1,775	\$2,020	\$2,265	\$2,480	\$2,780
33766	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33767	\$1,940	\$2,200	\$2,070	\$2,360	\$2,490	\$2,830	\$3,190	\$3,620	\$3,910	\$4,440
33770	\$1,260	\$1,500	\$1,350	\$1,600	\$1,620	\$1,940	\$2,070	\$2,480	\$2,540	\$3,030
33771	\$1,350	\$1,500	\$1,450	\$1,600	\$1,740	\$1,940	\$2,230	\$2,480	\$2,730	\$3,275
33772	\$1,310	\$1,500	\$1,410	\$1,600	\$1,690	\$1,940	\$2,160	\$2,480	\$2,650	\$3,030
33773	\$1,210	\$1,380	\$1,290	\$1,475	\$1,550	\$1,775	\$1,980	\$2,265	\$2,430	\$2,780
33774	\$1,200	\$1,380	\$1,280	\$1,475	\$1,540	\$1,775	\$1,970	\$2,265	\$2,420	\$2,780
33775	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33776	\$1,840	\$2,200	\$1,970	\$2,360	\$2,360	\$2,830	\$3,020	\$3,620	\$3,700	\$4,440
33777	\$1,510	\$1,800	\$1,620	\$1,940	\$1,940	\$2,325	\$2,480	\$2,975	\$3,040	\$3,640
33778	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33779	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33780	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33781	\$1,090	\$1,260	\$1,170	\$1,340	\$1,400	\$1,620	\$1,790	\$2,075	\$2,200	\$2,540
33782	\$1,420	\$1,650	\$1,520	\$1,760	\$1,820	\$2,120	\$2,330	\$2,700	\$2,860	\$3,275
33784	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
33785	\$1,420	\$1,650	\$1,520	\$1,760	\$1,820	\$2,120	\$2,330	\$2,700	\$2,860	\$3,275
33786	\$1,940	\$2,200	\$2,070	\$2,360	\$2,490	\$2,830	\$3,190	\$3,620	\$3,910	\$4,440
34660	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
34677	\$1,380	\$1,650	\$1,470	\$1,760	\$1,770	\$2,120	\$2,260	\$2,700	\$2,780	\$3,275
34681	\$1,420	\$1,650	\$1,520	\$1,760	\$1,820	\$2,120	\$2,330	\$2,700	\$2,860	\$3,275
34682	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
34683	\$1,420	\$1,650	\$1,520	\$1,760	\$1,820	\$2,120	\$2,330	\$2,700	\$2,860	\$3,275
34684	\$1,450	\$1,650	\$1,560	\$1,760	\$1,870	\$2,120	\$2,390	\$2,700	\$2,930	\$3,275
34685	\$1,550	\$1,800	\$1,660	\$1,940	\$1,990	\$2,325	\$2,550	\$2,975	\$3,120	\$3,640
34688	\$1,940	\$2,200	\$2,070	\$2,360	\$2,490	\$2,830	\$3,190	\$3,620	\$3,910	\$4,440
34689	\$1,050	\$1,260	\$1,120	\$1,340	\$1,350	\$1,620	\$1,730	\$2,075	\$2,120	\$2,540
34695	\$1,470	\$1,650	\$1,570	\$1,760	\$1,890	\$2,120	\$2,420	\$2,700	\$2,970	\$3,275
34697	\$1,280	\$1,500	\$1,370	\$1,600	\$1,650	\$1,940	\$2,110	\$2,480	\$2,590	\$3,030
34698	\$1,350	\$1,500	\$1,450	\$1,600	\$1,740	\$1,940	\$2,230	\$2,480	\$2,730	\$3,275



HOUSING CHOICE VOUCHER FACTS

WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

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

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

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

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

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

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

HCV Households

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

HCV Unit Type*

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

**Does not include MTW agency data.*

HCV Unit Location

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

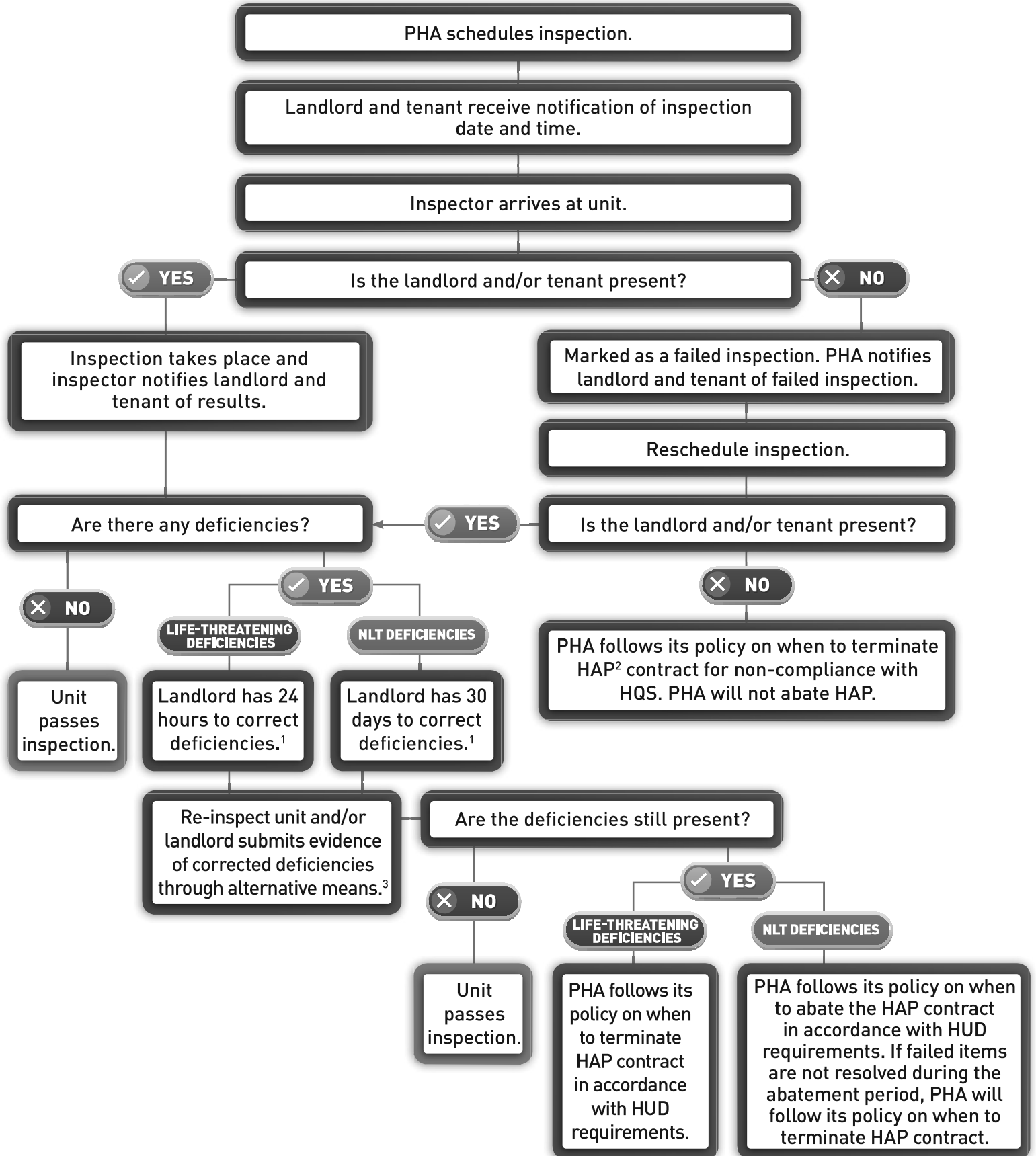
The data in this document is current as of December 2020.

Revised May 2021

Housing Quality Standards (HQS) Biennial Inspection Flowchart

Biennial Inspections

Per [24 CFR 982.405](#), HUD requires that PHAs inspect each unit at least biennially (or triennially for some small rural PHAs). However, PHAs may choose to inspect more frequently (annually). PHAs will outline their inspection policy and procedures in their PHA Administrative Plan. Landlords may want to review HUD's list of [Frequently Asked Questions](#) about HQS. Landlords may also want to contact their PHA(s), as they may be able to find useful information such as common HQS non-life-threatening (NLT) and life-threatening deficiencies.



Endnotes

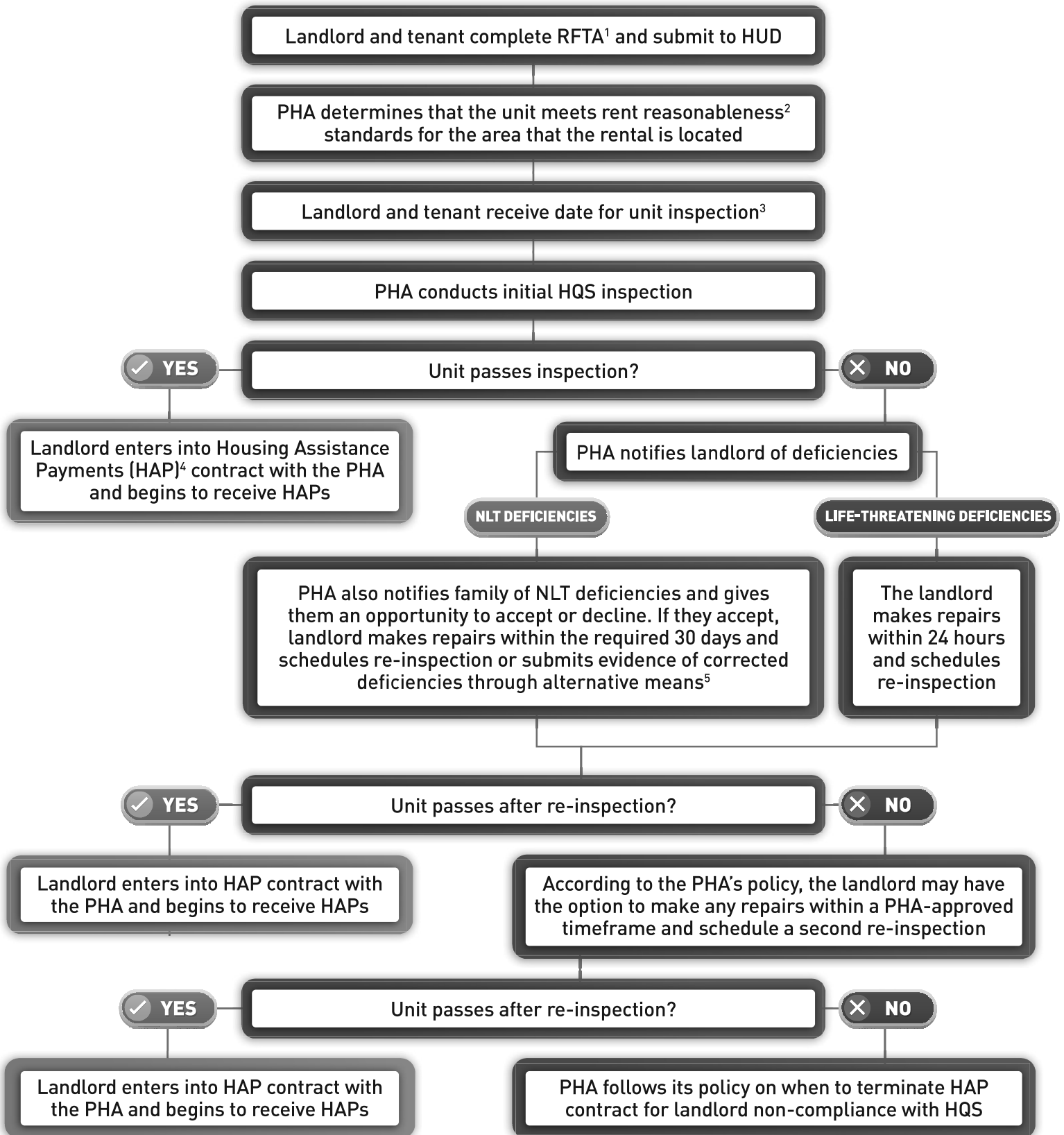
- ¹ Landlord is responsible for correcting all deficiencies except deficiencies caused by the tenant. All deficiencies must be corrected for the unit to pass HQS inspection. If the tenant fails to correct a tenant-caused deficiency within the PHA timeframe, the PHA may terminate the family's assistance. Alternatively, if the tenant does not correct a tenant-caused deficiency, the landlord may correct the deficiency and charge the tenant. Additionally, PHAs can approve extensions of the 30 day correction period for NLT deficiencies.
- ² Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in 24 CFR 982.4 to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

The HAP contract is the housing assistance payments contract between the owner and the PHA.
- ³ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in PIH Notice 2013-17.

Housing Quality Standards (HQS) Initial Inspection Flowchart

Initial Inspections

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



Endnotes

- ¹ Request for Tenancy Approval (RFTA): Before approving the assisted tenancy and executing the Housing Assistance Payments (HAP) contract, the PHA must ensure that the following program requirements have been met:
- The unit is eligible;
 - The unit has been inspected by the PHA and meets Housing Quality Standards (HQS);
 - The lease includes the tenancy addendum;
 - The rent charged by owner is reasonable; and
 - For families receiving HCV program assistance for the first time, and where the gross rent of the unit exceeds the applicable payment standard for the family, the PHA must ensure that the family share does not exceed 40 percent of adjusted monthly income. This cap is referred to as the maximum family share (24 CFR 982.508).
- In addition, the PHA must not approve:
- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424.
 - If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
 - Other reasons as defined in 24 CFR 982.306.
- ² Rent Reasonableness: HUD regulation 24 CFR 982.507 requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.
- ³ Per 24 CFR 982.305(b)(2), PHAs with 1,250 or fewer budgeted housing choice voucher units must send notice of the inspection to the family and owner within 15 calendar days after the family and owner submit the RFTA. The 15-day clock is suspended during any period when the unit is not available for inspection. PHAs with more than 1,250 budgeted housing choice voucher units must make the notice to family and owner within a reasonable time after the family and owner submit the RFTA.
- ⁴ Housing Assistance Payment (HAP): is the monthly assistance payment by a PHA, which is defined in 24 CFR 982.4 to include: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.
- The HAP contract is the housing assistance payments contract between the owner and the PHA.
- ⁵ The PHA may adopt policies that allow landlords to demonstrate corrected deficiencies through alternative means such as by sending photographic evidence of the correction to the PHA. More information is available in PIH Notice 2013-17.



INTERESTED IN BECOMING A HOUSING CHOICE VOUCHER (HCV) LANDLORD?

The role of the landlord in the HCV program is to lease decent, safe, and sanitary housing to a tenant at a reasonable rent. The housing unit must pass the program's housing quality standards (HQS) and be maintained up to those standards as long as the owner receives housing assistance payments (HAPs).

1. CONTACT YOUR LOCAL PUBLIC HOUSING AUTHORITY (PHA)

Landlords who would like to rent to voucher holders should contact their local PHA(s). The PHA may provide you details on the local process and the method for posting your vacant units. The PHA may also share locally used websites or platforms for advertising available rental units. Use the following link to find your local PHA's contact information: https://www.hud.gov/program_offices/public_indian_housing/pha/contacts.

2. SELECT A TENANT

The PHA admits eligible families to its HCV program. Select and approve one of these voucher holders based on your own rental criteria, then fill out the voucher holder's Request for Tenancy Approval form. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

3. MAKE SURE HOUSING MEETS MINIMUM STANDARDS

An inspector will conduct an HQS inspection. All housing units with HCV tenants must meet the following thirteen (13) HQS performance requirements both at commencement of assisted occupancy and throughout the assisted tenancy:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

4. SIGN LEASE AND HAP CONTRACT, AND START RECEIVING PAYMENTS

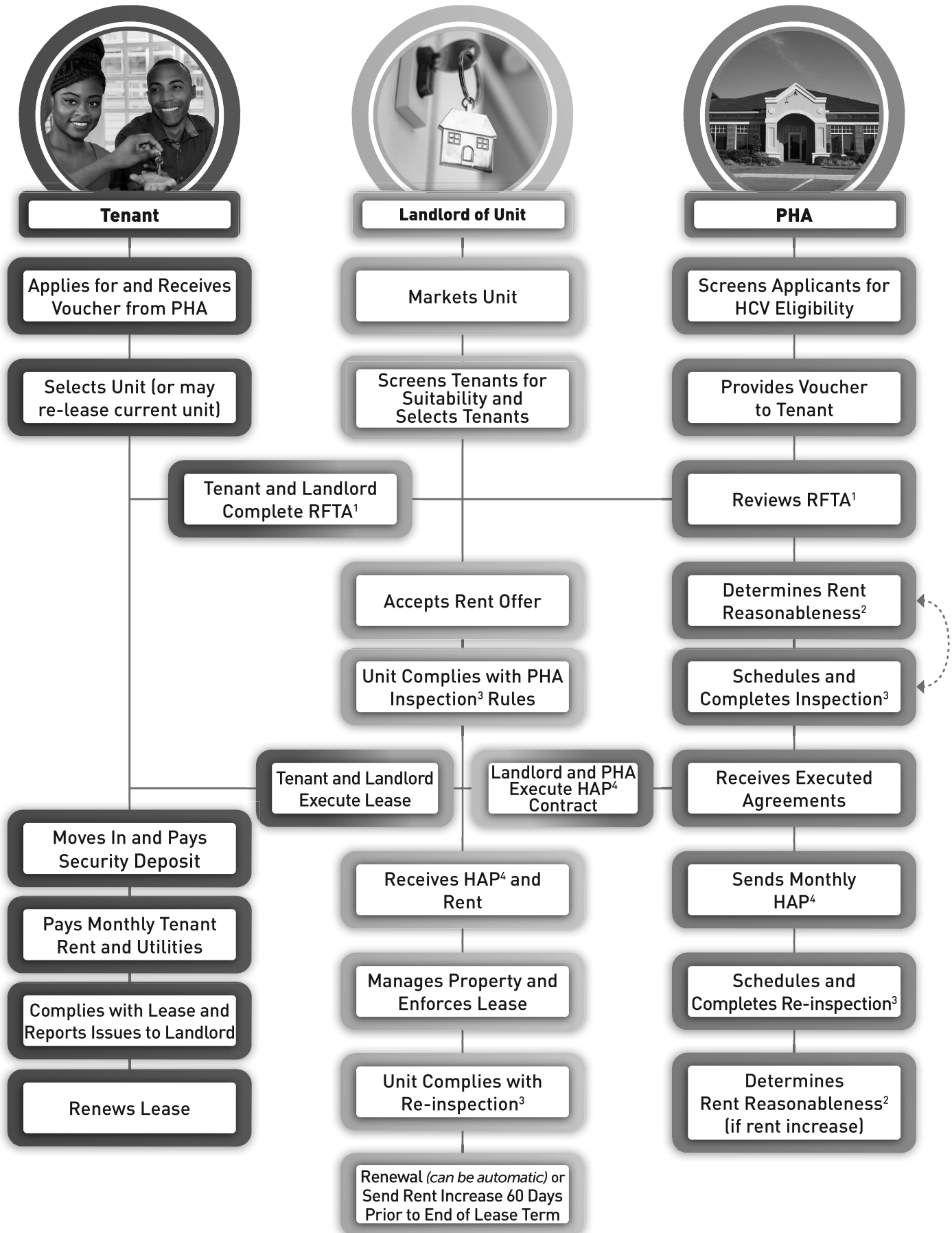
Once you and the tenant sign a lease and you submit the signed lease to your local PHA, you will receive a HAP contract from the PHA to sign. Once the HAP contract between you and the PHA is executed, you will begin to receive monthly HAPs from the PHA and the remainder of the rent payment from the tenant.

Resources

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/landlord

Housing Choice Voucher Program

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



Endnotes

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

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

In addition, the PHA must not approve:

- If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424.
- If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
- Other reasons as defined in 24 CFR 982.306.

² Rent Reasonableness: HUD regulation 24 CFR 982.507 requires that PHAs perform a rent reasonableness determination before executing a HAP contract and before any increase in rent. The PHA must determine that the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.

³ Inspections: PHA must inspect the unit leased to a family prior to the initial of the lease, at least biennially during assisted occupancy (triennially for rural PHAs), and at other times as needed, to determine if the unit meets the HQS.

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

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

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



HOUSING CHOICE VOUCHER (HCV) MYTH-BUSTING AND BENEFITS FACT SHEET

MYTH-BUSTING FOR HCV LANDLORDS

“ Landlords can’t charge HCV participants the same rent as their non-HCV tenants. ”

FALSE- Landlords can charge the full rent no matter who the tenant is. The housing authority must determine that the proposed rent is reasonable and is not higher than units in that area with similar amenities.¹

“ HCV Voucher tenants are problem tenants. ”

FALSE- Actually, HCV tenants are typically long-term tenants, living in a unit for 7-8 years on average. There are no documented statistics showing that HCV participants are any more likely to damage units or not pay rent than are non-HCV tenants. Landlords use their own screening criteria and should screen HCV tenants as they would screen any other tenant to avoid problem tenants.²

“ It is almost impossible to evict a HCV tenant when they violate the lease. ”

FALSE- HCV tenants are bound by the terms of their rental agreements and are subject to eviction as is any non-HCV tenant.³

“ If you accept one HCV Program tenant, then all of your units must be rented to HCV Program tenants. ”

FALSE- Renting unit(s) to HCV tenants does not in itself further obligate you to rent to other HCV tenants. For each vacancy, you should follow your established policies for screening prospective tenants.

BENEFITS OF HOUSING CHOICE VOUCHER PROGRAM FOR LANDLORDS

- **You will get timely and dependable payments from the public housing authority (PHA).** Participating, compliant landlords will receive timely and dependable housing assistance payments (HAP) each month once the HAP contract and lease are signed.⁴
- **You will get your full rental payment.** When a HCV tenant's income permanently changes, the portion of rent paid by the PHA and the tenant is adjusted to reflect this change. This provides financial protection to landlords in that if a HCV tenant's income decreases, there is a process for the PHA to pay a larger portion of the rent to the landlord so the landlord continues to receive a full rental payment.⁵
- **You will receive regular inspections.** Some landlords appreciate the routine inspections because they provide an opportunity to check on the condition of the unit. This can result in identifying maintenance needs that may have otherwise gone unnoticed for some time. Landlords that own or manage properties across wide geographies in particular tend to appreciate the value in having a routine, objective inspection of their rental units.
- **You may request annual reasonable rent increases.** Compliant landlords may request a rent increase at the annual anniversary of the HAP contract by written notice to the PHA.⁶
- **You have the opportunity to help low-income elderly, disabled, and veteran households, as well as families with children by providing affordable housing.** More than 50 percent of vouchers serve elderly or non-elderly disabled families. About 45 percent of vouchers assist single-parent families.

Resources

¹ 24 CFR § Part 982.507

² 24 CFR § Part 982.307

³ 24 CFR § Part 982.310

⁴ **HAP: is the monthly assistance payment by a PHA, which is defined in 24 CFR 982.4 to include:**
(1) A payment to the owner for rent to the owner under the family's lease; and
(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The HAP contract is the housing assistance payments contract between the owner and the PHA (Also see: 24 CFR § Part 982.451)

⁵ 24 CFR § Part 982.505

⁶ 24 CFR § Part 983.302

The PHA's Role in the Housing Choice Voucher Program



U.S. Department
of Housing and
Urban Development

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

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

PHAs are State-Created Entities

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



PHAs Serve their Communities

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



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



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



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



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



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



Helping Families Join the HCV Program

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



Providing Rental Assistance Payments to Landlords

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



Helping Families Stay and Leave the HCV Program

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



Conducting Physical Inspections

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



Providing Landlord Supportive Services

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

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

Search for:



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

Tenants Bill of Rights

Page last updated on September 6, 2022

ORDINANCE NO. 22 – 27



AN ORDINANCE OF THE COUNTY OF PINELLAS, PROVIDING THAT THE PINELLAS COUNTY CODE OF ORDINANCES BE AMENDED BY ADDING ARTICLE XIII TO CHAPTER 42 FOR A TENANT'S BILL OF RIGHTS, THE PROHIBITION OF SOURCE OF INCOME DISCRIMINATION, NOTICE OF LATE FEES AND NOTICE OF RENT INCREASES IN HOUSING; PROVIDING FOR AREAS EMBRACED; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REQUIREMENT TO PROVIDE TENANTS WITH A NOTICE OF RIGHTS; PROVIDING FOR A PROHIBITION ON SOURCE OF INCOME DISCRIMINATION; PROVIDING FOR A REQUIREMENT TO PROVIDE TENANTS WITH NOTICE OF LATE FEES; PROVIDING FOR A NOTICE OF RENT INCREASES IN HOUSING; PROVIDING FOR ENFORCEMENT AND FINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pinellas County is experiencing a significant demand for affordable rental housing units; and

WHEREAS, residential real estate rates in Pinellas County have increased by approximately 30% since 2020; and

WHEREAS, the availability of safe and affordable housing is an essential component of individual and community well-being; and

WHEREAS, protecting residential tenants from discrimination and unfair and illegal rental practices is fundamental to the health, safety and welfare of the community; and

WHEREAS, the Pinellas County Board of County Commissioners (BCC) wishes to adopt a Tenant's Bill of Rights in order to increase tenant awareness of their rights and to provide guidance to tenants regarding available community resources; and

WHEREAS, government programs exist which assist families, the elderly, veterans and persons with disabilities to afford decent and safe housing in the private residential market through financial subsidies, including Housing Choice (Section 8) Vouchers and Veterans Affairs Supportive Housing (VASH) vouchers; and

WHEREAS, the U.S. Department of Housing and Urban Development reports that some landlords avoid renting to voucher recipients because of the administrative burdens of participating in such programs and other landlords resist renting to voucher recipients because they perceive voucher recipients to be undesirable tenants and/or they fear that other tenants would object to voucher recipients as neighbors; and

WHEREAS, the BCC desires to eliminate discrimination in a person's ability to obtain housing based on a person's lawful source of income for rental payments, thereby increasing the number of households who are able to successfully locate safe, affordable, and accessible housing in Pinellas County; and

WHEREAS, the BCC recognizes that while reasonable late fees may be an important aspect of the landlord/tenant relationship, it is essential that tenants understand and know when they incur these fees; and

WHEREAS, the BCC recognizes that while reasonable rent increases may be an important aspect of the landlord/tenant relationship, it is essential that tenants understand and know when these rent increases occur; and

WHEREAS, the BCC finds that provisions of this Ordinance are in the best interests of the County.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA:

SECTION 1. The recitals set forth above are incorporated herein.

SECTION 2. The Pinellas County Code of Ordinances is hereby amended by adding Article XIII of Chapter 42, Sections 42-432-438. Article XIII of Chapter 42 shall be titled “Tenant’s Bill of Rights.”

SECTION 3. Article XIII of Chapter 42, Sections 42-432 to 42-438, is hereby created to read as follows:

Sec. 42-432. Areas Embraced.

This article shall be effective in the incorporated as well as unincorporated areas of Pinellas County; however, to the extent that this article conflicts with a city ordinance, the city ordinance shall prevail. Any city may also elect to opt out of the provisions of this article.



Sec. 42-433. Definitions.

For the purpose of this article, the following terms shall have the meanings as indicated. No attempt is made to define any words which are used in accordance with their established dictionary meaning, except when necessary to avoid misunderstanding. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include words in the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall,” “will” and “must” are mandatory and the word “may” is permissive.

Landlord shall mean any individual, firm, corporation or other organization or group of persons however organized, including but not limited to any landlord, owner, lessee, lessor, sublessee, sublessor, assignee, assignor, manager, real estate broker, salesperson, condominium association, homeowners’ association, cooperative association, or any representative of any of the foregoing.

Late fee shall mean a charge of any kind, levied against a tenant, associated with the time or date on which a tenant pays their rent, pursuant to a rental agreement.

Lawful source of income shall mean income from:

- (1) A lawful profession, occupation or job;
- (2) Any government or private assistance, grant, loan or housing assistance program or subsidy, including but not limited to Housing Choice (Section 8) Vouchers and Veterans Affairs Supportive Housing (VASH) Vouchers, Social Security, and Supplemental Security Income;
- (3) A gift, an inheritance, a pension or other retirement benefits, an annuity, trust income, investment income, alimony, child support, or veteran’s benefits; or
- (4) the sale of property or an interest in property.

Notice of Rent Increase shall mean a printed, paper copy, in font 12-point or larger and on paper of eight and one-half by 11 inches or larger that notifies a tenant that their rent is increasing at a specific time and identifies what the new rental rate shall be at that time. For purposes of this article, if a tenant has consented to receiving and signing documents via electronic means, then the Notice of Rent Increase may be provided to the tenant in electronic form rather than as a printed, paper copy.

Notice of Rights shall mean a printed, paper copy, available in both English and Spanish, in font 12-point or larger and on paper of eight and one-half by 11 inches or larger, of a Notice of Rights provided by the Pinellas County Office of Consumer Protection. For purposes of this article, if a tenant has consented to receiving and signing documents via electronic means, then the Notice of Rights may be provided to the tenant in electronic form rather than as a printed, paper copy.

Pinellas County Office of Consumer Protection shall mean the Pinellas County Department of Justice and Consumer Services.

Rental agreement shall mean an agreement, either written or oral, by which a tenant is entitled to possess a rental unit in exchange for consideration, or is a “rental agreement”, as defined in F.S. §83.43, as it may be amended.

Rental unit shall mean a residential housing unit that is or may be occupied by a tenant who does not own the property in exchange for consideration and by virtue of an agreement with the owner of such residential property, or which is a “dwelling unit”, as defined in F.S. § 83.43, as it may be amended. Rental units governed by Chapter 723 of Florida Statutes

are excluded from this definition and the provisions of this article.

Tenant shall mean a natural person or persons who shall occupy, attempt to occupy, or inquire about occupying a rental unit in exchange for consideration and by virtue of a written or oral agreement with the owner of such rental unit, or are a "tenant" as defined in F.S. § 83.43, as it may be amended.

Sec. 42-434. Notice of Rights.

(a) It shall be unlawful for a landlord to allow a tenant to occupy a rental unit under said landlord's control or authority without first providing the tenant with a copy of the Notice of Rights.



(b) For new tenants, the Notice of Rights shall be provided prior to the commencement of the rental term. For existing tenants already occupying a rental unit as of the effective date of this article, the Notice of Rights shall be provided prior to the commencement of a new rental term. For tenants with rental terms of 30 days or less, the Notice of Rights shall be provided prior to initial commencement of the rental term and thereafter no less than once per year. Notices are not required for short-term rentals with non-recurring rental terms of 30 days or less.

(c) The contents of the Notice of Rights shall be approved by the County Administrator, or his or her designee, but it shall generally include information on tenants' rights under federal, state and local law and contact information for organizations available to provide assistance to tenants.

(d) There shall be a rebuttable presumption that a landlord has complied with this section if the landlord can provide a written, dated and signed affirmation from the tenant stating that the tenant has received the Notice of Rights. The signed affirmation shall be retained for at least one (1) year after the tenant vacates the rental unit.

(e) For a landlord's first violation of this section, the Pinellas County Code Enforcement Department and/or Pinellas County Office of Consumer Protection shall have the discretion to provide a reasonable time period, not to exceed 30 days, within which the landlord must correct the violation.

(f) This section does not create any private causes of action and may only be enforced as provided herein.

Sec. 42-435. Discrimination Relating to Public Assistance.

(a) It shall be unlawful and is hereby prohibited for any landlord:

(1) To refuse to rent, show or lease, to refuse to negotiate for the rental of, or otherwise to make unavailable or deny, a rental unit to any tenant because of that tenant's lawful source of income, or because of the tenant's status with regard to a public assistance program, or because of any requirements of a public assistance program.

(2) To discriminate against any tenant in the terms, conditions, or privileges of the rental or lease of a rental unit, or in the provision of services or facilities in connection there with, because of that tenant's lawful source of income.

(3) To use a financial or income standard in assessing a tenant's eligibility for a rental unit based on a total dollar amount that is greater than the portion of the rent to be paid directly by the tenant in instances where a lawful source of income will be used to pay for the remainder of the rent for the rental unit. This paragraph shall not be construed as requiring a landlord to: (a) reduce the amount of rent normally charged for a rental unit; or (b) waive any security deposit, fee or similar charge required from all tenants renting rental units from that landlord.

(4) To represent to any tenant because of the tenant's lawful source of income that any rental unit is not available for inspection or rental when such rental unit is in fact so available.

(5) To make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a rental unit that indicates any preference, limitation, or discrimination based on a lawful source of income, or an intention to make any such preference, limitation, or discrimination.

(6) To induce or attempt to induce another person, for profit, to rent any rental unit by representations regarding the entry or prospective entry into the neighborhood of a tenant with particular lawful sources of income.

(b) This section does not require a landlord to alter a rental unit to meet any requirement specific of a lawful source of income if such alteration is not otherwise required by laws applicable to the rental unit.

(c) It shall be a defense to the prosecution of a violation of this section if a landlord can provide evidence demonstrating that an inspection required by a government grant, loan or housing assistance program was requested in writing by a landlord or tenant and said inspection was not performed within ten (10) business days through no fault of the landlord.

(d) The County Administrator, through his or her designee, is authorized to report violations to any local, state or federal authority. Investigation and enforcement by the County may occur concurrently with any investigation and enforcement actions by local, state or federal authorities.



(e) This section does not create any private causes of action and may only be enforced as set forth herein.

(f) This section does not apply to short-term rentals with non-recurring rental terms of 30 days or less.

Sec. 42-436. Late Fees.

(a) It shall be unlawful for any landlord to assess a late fee against a tenant without first providing written notice to the tenant, against whom the late fee is assessed, for each late fee assessed.

(b) This written notice shall be separate from any notice requirements provided for in a rental agreement and shall be required each time a new late fee is assessed. Only one (1) notice shall be required if the same late fee continues to accrue after delivery of the notice.

(c) A written notice, for purposes of this section, shall include a statement informing the tenant that:

(1) A late fee has been incurred;

(2) The justification for the late fee;

(3) The amount of the late fee which is due at the time of the notice, and if late fees will continue to accrue, a statement explaining the rate at which such fees will continue to accrue; and

(4) A reference to the language in the applicable rental agreement which establishes the amount of late fees to be assessed.

(d) A written notice, for purposes of this section, may be delivered:

(1) In an email to an email address provided by a tenant on a rental agreement or subsequent written agreement for receiving notices;

(2) On paper, and delivered via certified mail to an address provided by a tenant on a rental agreement;

(3) On paper, and posted securely on the front door of the rental unit subject to the late fee; or

(4) On paper, and hand delivered to the tenant.

(e) There shall be a rebuttable presumption that a landlord has complied with this section if the landlord can produce one of the following, which was sent or posted on the day the late fee was assessed:

(1) A copy of an email, with the required information set forth above, sent to an email address for the tenant that is provided for as a contact method in that tenant's written rental agreement or subsequent written agreement; or

(2) A copy of a written and dated letter, with the required information set forth above, and either:

a. A dated certification from the USPS of delivery of the letter to an address for the tenant that is provided for as a contact method in that tenant's written rental agreement; or

b. A time-stamped photograph of the letter clearly posted on the front door of the rental unit subject to the late fee; or


c. A signed and dated affidavit by the delivery person certifying hand delivery of the notice to the tenant on the date delivered.

(f) This section does not create any private causes of action and may only be enforced as set forth herein.

(g) This section does not apply to short-term rentals with non-recurring rental terms of 30 days or less.

Sec. 42-437. Notice of Rent Increases in Housing.

(a) A landlord must provide a tenant with a Notice of Rent Increase in accordance with the timeframes set forth below, for each increase in rent in an amount more than 5% higher than the amount or rent charged to the same tenant:

(1) 60 days prior to the effective date of such new rental rate if the rental agreement is for a term for one (1) year or longer 
or

(2) 30 days prior to the effective date of such new rental rate if the rental agreement is for a term of three (3) months or greater, but less than one (1) year; or

(3) 15 days prior to the effective date of such new rental rate if the rental agreement is for a month-to-month term.

(b) This Notice of Rent Increase shall be in writing and for purposes of this section may be delivered:

(1) In an email to an email address provided by a tenant in a rental agreement or subsequent written agreement for receiving notices; or

(2) On paper and delivered via certified mail to an address provided by a tenant on a rental agreement; or

(3) On paper and posted securely on the front door of the rental unit subject to the increase in rent.

(c) There shall be a rebuttable presumption that a landlord has complied with this section if the landlord can produce one of the following, which was sent or posted according to the timeframes contained in this section:

(1) A copy of an email, with the required information set forth above, sent in an email to an email address provided by a tenant on a rental agreement or subsequent written agreement for receiving notices; or

(2) A copy of a written and dated letter, with the required information set forth above, and either:

a. A dated certification from the USPS of delivery of the letter to an address for the tenant that is provided for as a contact method in the written rental agreement; or

b. A time-stamped photograph of the letter clearly posted on the front door of the rental unit subject to the increase in rent.

(3) A copy of a written rental agreement which provides a specified increase in rent will occur at a specified time or upon a specified condition.

(d) This section does not apply to short-term rentals with non-recurring rental terms of 30 days or less.

Sec. 42-438. Enforcement.

(a) Duly authorized code inspectors employed within Pinellas County's Code Enforcement Division and/or Office of Consumer Protection, and as may be reorganized or renamed from time-to-time, may enforce this article pursuant to the procedures set forth in F.S. § 125.69, as it may be amended.

(b) Violation of this article is punishable by a fine of \$500.00 for a first offense and any subsequent offenses.

SECTION 4. If any section or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 5. It is the intention of the BCC that the provisions of this Ordinance be made a part of the Pinellas County Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to section, article, or other such appropriate word or phrase to accomplish such intentions.

SECTION 6. Pursuant to Section 125.66(b) of the Florida Statutes, within ten (10) days of adoption of this Ordinance, a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Pinellas County Board of County Commissioners. This Ordinance shall take effect on October 3, 2022.