



## **Dear Landlord:**

We are pleased to acquaint you with the Housing Programs administered by the Housing Authority of the County of San Bernardino (HACSB). The Housing Choice Voucher (HCV), Streamlined Lease Assistance (SLA) and Five-Year Lease Assistance Programs are federally funded and offer much needed rental assistance to low-income families. These Programs give our families the freedom to select decent, safe and sanitary housing based on their individual needs. Participating landlords provide families with rental housing opportunities located throughout San Bernardino County. There are many advantages for landlords to partner with HACSB and participate in its housing programs. Please review the information provided and let us know if you have any questions.

## **FAST PROCESSING**

In an effort to expedite payment to the property owner, the Housing Authority's goal is to have the Contract and Lease executed and payment processed within two weeks from the receipt of the lease from the owner. To help us in these efforts, we have several options to offer for execution of the Contract and Lease:

1. The landlord/owner and tenant meet with the Housing Services Specialist to sign the HAP/LAP Contract and submit Lease (provided by landlord, with Tenancy Addendum included) at the HCV office.
2. The HAP/LAP Contract is e-mailed/faxed to the landlord/owner for their signature. The tenant and landlord sign their Lease. Once the Lease is executed, the landlord can e-mail/fax the Lease (including the Tenancy Addendum) and the signed HAP/LAP Contract back to the HACSB Housing Services Specialist. The original signed HAP/LAP Contract and a copy of the Lease must be mailed to HACSB for proper execution.
3. If you prefer, contract documents can be mailed, however, please be aware this may delay processing.

*(Please note: In order for us to release payments, the Housing Assistance Payment (HAP) Contract or Lease Assistance Payment (LAP) Contract must be returned within 60 days of the initial lease date).*

## **QUALITY HOUSING**

Regular Inspections by the HACSB ensure that the unit is being well-maintained by the family, manager and owner.

## **DIRECT DEPOSIT AND LANDLORD PORTAL PLUS**

A portion of the full contract rent is directly deposited by the HACSB as detailed in your HAP/LAP Contract.

**If you would like more information, visit our website at [www.hacsb.com](http://www.hacsb.com). There is a dedicated landlord page to answer frequently asked questions and provide you with program updates. To list your property, you can utilize various websites that provide rental listings such as Rent.com, showmetherent.com, Craig's list or you may advertise in local newspapers, The GreenSheet, Apartment Guides, Recycler, or other sites that provide rental information.**

We thank you for your interest in our Housing Programs.



## **How to Become a Participating Landlord**

List your property – You can advertise your property in local newspapers, The Greensheet, Apartment Guides, Recycler, Craig’s list, Gosection8.com, ForRent.com and other sites that provide rental information.

Screen prospective tenants – Landlords are responsible for screening their prospective tenants. The HACSB initially screens for a pattern of violent and drug-related criminal activity for the past ten years and lifetime sex offender registrants. We do not screen assisted families as to their suitability as tenants or for credit or rental history. Please ensure you are applying the same criteria you use for unassisted tenants.

Select a participant – Participant selection is based on the landlord’s own selection criteria. Charging an application fee is acceptable as long as participants are charged the same fee as unassisted applicants. The use of renter reference services is encouraged. As in all cases, Fair Housing is the law.

Submit a “Request for Tenancy Approval” (RFTA) and Property Ownership Packet – Once a landlord has agreed to rent to a participant, the landlord will be provided with an RFTA and Ownership Packet which must be completed. The information provided on the RFTA is used to determine if the family is eligible for the unit selected. The owner or participant will return the completed RFTA and Ownership Packet to the HACSB for processing. The unit must be rent ready (See Housing Quality Standards (HQS) Guidelines on our website [www.hacsb.com](http://www.hacsb.com)) before an RFTA is submitted.

The following items must be included with the paperwork:

1. Statement of Property Ownership/Authorization
2. W-9 (Request for Taxpayer Identification and Certification)
3. Request for Tenancy Approval (RFTA)
4. Change to Lease/Contract Start Dates
5. Grant Deed
6. Copy of voided check for direct deposit
7. Copy of Management Agreement (if applicable)

Housing Quality Standards (HQS) Inspection – Upon receipt of the RFTA and Ownership Packet, a HQS inspection is scheduled and conducted to ensure the unit is decent, safe and sanitary and to determine whether the total monthly rent requested is acceptable. Please be aware, the HACSB will not approve a contract rent above the agency approved Payment Standard (Copy included with this packet).

Determine the rent – The HACSB contracted with an independent third party to establish payment standards that accurately reflect the varying rental submarkets in San Bernardino County. These payment standards reflect market rents by bedroom size within nine submarkets. For Housing Choice Voucher Program participants, their portion of the rent is based on 30% of their adjusted gross monthly income and the Housing Authority subsidizes the rest. The Streamline Lease Assistance elderly/disabled families will pay a fixed 24% of their gross annual income. All other Streamline Lease Assistance households have a tiered subsidy which begins at 21% and increases 3% every other year to a maximum of 30% of their gross monthly income. And, under the Five Year Lease Assistance Program, the participant's subsidy will be based on 50% of the payment standard for the approved bedroom size and submarket.

Sign the lease and contract – Once the unit passes inspection and the rent is determined, the HACSB will process the appropriate contract and send it to the landlord for signature. The landlord and participant will then execute their lease based on the contract effective dates. The landlord must return the signed contract along with the signed copy of their lease (which conforms to the lease guidelines detailed in the contract cover letter) in order for the contract to be executed and the housing/leasing assistance to be released.



## **HOUSING CHOICE VOUCHER, STREAMLINED LEASE ASSISTANCE AND FIVE YEAR LEASE ASSISTANCE PROGRAM OVERVIEW**

The Housing Choice Voucher (HCV), Streamline Lease Assistance (SLA), and Five Year Lease Assistance programs are administered by HACSB with funding provided by the U.S. Department of Housing and Urban Development (HUD). These federally funded programs provide rental assistance to low and moderate income families, seniors, and disabled persons for the purpose of securing decent, affordable housing. Participants are responsible for finding suitable housing based upon the size of the family and the requirements of the program. Participants may remain in their current dwelling if the unit is acceptable under the program. After 24 months, the participant may choose to transfer to any Housing Authority within the United States that administers the Housing Choice Voucher program.

Eligibility is based on the income of the household and the number of people living in that household.

- For HCV participants, the tenant's portion is generally 30% of their adjusted monthly income but may go as high as 40% depending on the amount authorized as rent for the unit;
- For SLA participants, the portion is based on gross income. For elderly disabled families, they will pay a fixed 24% of their income; for all other families, the portion is tiered beginning at 21% of monthly gross income and increasing to a maximum of 30% of gross monthly income; and,
- For the Five Year Lease Assistance Program, the HACSB's portion is 50% of the applicable payment standard for the participant's approved bedroom size and is a 5-year term limited assistance. The participant will be responsible for the difference between the contract rent and the HACSB's portion.

The HACSB will determine the extent of assistance the tenant(s) will receive and notify the owner(s) as to the participant's portion of the contract rent. The participant will pay a portion of the authorized rent directly to the landlord and the HACSB subsidizes the balance directly to the landlord via direct deposit.

## **PARTICIPANT RESPONSIBILITIES**

- Pay their portion of the rent in a timely manner.
- Notify HACSB and landlord of any changes of income or family composition as they occur.
- Pay for utilities and services as obligated.
- Keep the unit clean and undamaged.
- Not engage in any illegal activities.
- Be responsible for the actions of their guests.
- Permit access to the unit for repairs.
- Refrain from disturbing others.
- Allow only occupants on the lease to reside in the unit.
- Abide by the terms of the Housing Choice Voucher, SLA Family Obligations Agreement or Five Year Lease Assistance Family Obligations Contract, the lease and all applicable HACSB policies.

## **LANDLORD RESPONSIBILITIES**

- Maintain the property in good condition and complete repairs within a reasonable amount of time upon request by HACSB or participant.
- Refrain from entering the unit without the participant's permission and proper notice (except for emergencies or participant-requested repairs).
- Comply with equal opportunity requirements.
- Comply with State and Federal Fair Housing laws.
- Enforce family obligations under the lease.
- Comply with the terms and conditions of the lease and contract.
- Evict the participant when necessary for violations of the lease.
- Collect from the participant any security deposit required under the lease, the participant's portion of the rent and charges for any damages caused by the participant.
- Pay for utilities and services as obligated.
- Make reasonable accommodations and allow reasonable modifications for participants with disabilities.
- Treat the participant fairly. Demanding side payments in excess of the participant's share of the rent is prohibited.



**Special Programs** – In addition to the Streamlined Lease Assistance and Five-Year Lease Assistance Programs, HACSB administers other housing programs. A brief overview of these special housing programs is provided below.

- ❖ **Mainstream** – This program is designed to provide rental assistance to persons with disabilities to enable them to lease affordable private housing of their choice. HACSB coordinates with various groups to provide referrals for services that will allow participants to live an independent lifestyle.
- ❖ **Housing Opportunities for Persons with AIDS (HOPWA)** - HACSB has partnered with Foothill Aids Project to offer rental assistance and supportive services to persons diagnosed with HIV/AIDS. The Foothill Aids Project assesses the applicant's duration of participation in their case management program and facilitates location of suitable housing to meet their clients' needs.
- ❖ **Veteran's Affairs Supportive Housing (VASH)** - HACSB and Veterans Administration Medical Center have partnered to provide rental assistance and supportive services to eligible homeless veterans with severe psychiatric or substance abuse disorders. The program goals include promoting maximal Veteran recovery and independence to sustain permanent housing in the community for the Veteran and the Veteran's family.
- ❖ **Stepping Stones (Shelter Plus Care)** - This program provides rental assistance for hard to serve homeless persons with disabilities in connection with supportive services funded through the Department of Behavioral Health (DBH). Under the program requirements, HACSB provides the housing services based on referrals from DBH, which matches the housing funds by providing social services.
- ❖ **New Horizons (Shelter Plus Care)** – This program is offered through the Department of Behavioral Health for homeless individuals that are currently receiving services from the department. It was started in 2008 and will run through 2013.
- ❖ **Good Samaritan (Shelter Plus Care)** – This program started in 2008 and is offered through the Department of Behavioral Health for homeless individuals.

- ❖ **Master Leasing Program (Shelter Plus Care)** – This program is funded by State of California Mental Health funds and serves mentally ill or developmentally disabled families in a group home setting. Case management and comprehensive support services are provided for residents participating in this program.
- ❖ **Laurelbrook (Shelter Plus Care)** – This program serves our homeless community and is offered through the Department of Behavioral Health. Project Laurelbrook is a Project-Based Shelter Plus Care Voucher subsidy tied to designated scattered site units throughout the County of San Bernardino.
- ❖ **Project Gateway (Shelter Plus Care)** - This program also serves our homeless community and is offered through the Department of Behavioral Health. Project Gateway is a Project-Based Shelter Plus Care Voucher subsidy tied to designated scattered site units throughout the City of Ontario (within the County of San Bernardino).
- ❖ **No Child Left Unsheltered** – This program is an innovative initiative aimed at permanently ending the tragedy of unsheltered children in San Bernardino County. It focuses on the education and well-being of the children and the economic advancement of the parent(s).



## FREQUENTLY ASKED QUESTIONS

- **How do I participate in the program?**  
Your property can be advertised in local newspapers, The Greensheet, Apartment Guides, Recycler or at websites such as Craig's list, Gosection8.com, ForRent.com, or other sites that provide rental listings.
- **How do I find tenants?**  
Tenants will find you through your advertisement. Once you have selected a tenant, please complete the Request for Tenant Approval (RFTA) and Ownership Packet carefully.
- **How much screening does Housing Authority (HA) do?**  
We screen to verify that the applicant is income eligible for the housing program and for criminal history going back ten years. We do not screen for credit or rental history.
- **How much screening should I do?** Use the screening criteria that you would use for any private market tenant, your criteria should be the same. Screen for tenant suitability. **The lease is between the owner and tenant.**
- **How long does it take to get my first payment from the HA?**  
Our goal is to have the payment on the contract issued within 30 days from the date the unit passes inspection, assuming all documentation has been provided to do so. After the first payment, all future payments are deposited into your account on the 1<sup>st</sup> business day of each month.
- **What are Payment Standards and how are they determined?**  
The payment standard is a local submarket based standard that reflects general rental market conditions in San Bernardino County (HACSB's jurisdiction). HACSB hired an independent third party, to collect information on market rate rentals that included unit size, rent, amenities, property type etc. Their analysis also included consultations with local real estate industry representatives such as real estate agents, brokers, property managers and appraisers. In addition, samples of the units were screened against comparable databases including HACSB.
- **How much rent can I charge?**  
You determine the amount of rent you want to charge. However, keep in mind the rental amounts are determined by using comparable units that are renting in your immediate area. The HACSB will not approve a contract rent in excess of the submarket payment standard for your unit size and area.

- **How often may I request an increase?**  
Once the initial full contract rent to owner has been approved; only one reasonable rent request by the landlord will be permitted for consideration in any 12 month cycle.
- **What method of payment (to the landlord) is available?**  
Direct Deposit is the only option available. There will be no lost or stolen checks. Your payments will be deposited on the 1<sup>st</sup> business day of the month.
- **May I charge a security deposit? How much?**  
Yes. Landlords may charge a security deposit pursuant to current California Law.
- **Can I charge a tenant more than HACSB approves?**  
No. If you charge more than the HACSB approves and ask the tenant to pay, the tenant can lose their eligibility for the program assistance and the owner may be sanctioned from renting to housing program participants.
- **Who is in control of lease terms and violations?**  
*The owner is in control of enforcing the lease agreement between tenant and owner.* It is the landlord's responsibility to make certain that the provisions of the Lease are kept by the tenant. A copy of any notices served to the tenant for violations of lease agreement **must** be forwarded to the HACSB. If the tenant is in violation of any serious lease condition, the tenant may be in jeopardy of losing their housing assistance.
- **How do I handle a problem tenant?**  
You treat the tenant from our program like you would any other tenant and in accordance with Fair Housing and California State law requirements. If you have legal questions, contact the Inland Fair Housing and Mediation Board at 800.321.0911.
- **What are Housing Quality Standards (HQS)?**  
HQS are the standards that HUD determines the unit must be kept at to make the unit a safe, decent, sanitary and habitable area for the tenant to live in. You can check our website at [www.hacsb.com](http://www.hacsb.com) for HQS guidelines and HACSB's local Inspection Standards.
- **How long does it take to get an inspection?**  
On a move-in inspection (initial inspection), subject to availability our goal is to schedule the inspection within 4 to 7 business days. However, your unit **must** be rent ready before submission of the RFTA. Due to some special program requirements, we may schedule your inspection within 72 hours of receipt of the RFTA.
- **How often will you inspect my unit?**  
Inspections are done annually or biennially based on past inspection history and whenever deemed necessary for health and safety issues.

- **Do I need to be present for the inspection?**

A person age 18 or older with proper ID must be present for an inspection to be done. It is recommended that the landlord be present at the initial inspection. It is your choice if you want to be there for the annual inspection. You may call before 10:00 a.m. the day of the inspection to get a more definite time frame from the inspector. We strongly suggest you, or your representative, are present for all unit inspections.

- **What happens at Initial Inspections?**

If the unit does not appear ready for inspection, the Inspector will not complete the inspection and inform the case worker. We may require the participant to look for a new unit.

- **What happens if the unit fails the inspection?**

For an initial inspection, it will be rescheduled as soon as possible depending upon the repair. For an annual inspection, it will be rescheduled within 30-days after the first annual inspection was done. Letters outlining the items that failed and need to be corrected are sent to the landlord with the re-inspection date. The tenant is also advised by letter of the re-inspection date. If the fail is due to tenant actions they are informed of this and advised that they must make the repairs or accommodate the landlord in making the repairs.

- **What happens if the tenant damages the unit?**

It is the owner's responsibility to maintain the unit in habitable condition during the tenancy and enforce the terms of their lease. If the tenant damages the property, when the tenancy ends in accordance with current California state law, the landlord can use the Security Deposit as payment for damages or take whatever action necessary to recover the money spent for all damages. If there are tenant caused damages, the owner needs to submit documentation of tenant caused damages to the HACSB. The participant may jeopardize their continued housing assistance if they do not vacate the unit in good condition or is evicted from the unit for a serious lease violation.

- **What is the overall time for inspections, move-in, leasing and payments?**

This should be completed within 30 to 45 days of the date that the Request for Tenancy Approval (RFTA) and Ownership Packet are completed, signed, and submitted to the case worker. *\*Please note: the provision of documents in a timely fashion will help to expedite the lease-up process.*

- **How much notice do I need to give in the event at some point in the future I decide to sell the property?**

The laws in regard to notice vary on the reason for notice. The HAP/LAP contract landlord must abide by the HUD regulations governing notice and California state law. For up to date information we suggest the following resources:

- **Apartment Association Greater Inland Empire** at [www.aagie.com](http://www.aagie.com)
- **Inland Fair Housing and Mediation Board** at [www.ifhmb.com](http://www.ifhmb.com)
- **California Department of Consumer Affairs** Landlord and Tenant section at <http://www.dca.ca.gov/publications/landlordbook/catenant.pdf>  
Residential Tenants' and Landlords' Rights and Responsibilities

- **Can we charge the applicant any fees associated with their placement; i.e. credit checks or additional background checks?**

You can charge the prospective tenant the fees for credit checks or other background checks as you charge other prospective tenants.

- **What liability do I have if a particular applicant passes the Housing Authority background check, meets a minimum credit requirement, enters into a lease agreement, placed in the home and then at some point engages in illegal activity?**

The landlord is responsible for all aspects of the property. If you suspect any type of illegal activity you will need to contact your local police department. We encourage you to contact your local police or sheriff department and join the crime free programs they offer to landlords. If your tenant is evicted for illegal activity you will need to submit documentation to the Housing Authority. Any serious lease violation is cause for termination of continued housing assistance; please send copies of any notices to the Housing Authority.

# **HACSB** *HAP Contract*

## *Housing Choice Program*

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### **Part C of the HAP Contract: Tenancy Addendum**

#### **1. Housing Choice 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 HACSB's Moving to Work Housing Choice Voucher (HCV) program (voucher program) of the United States Department of Housing and Urban Development.
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with HACSB under the voucher program. Under the HAP contract, HACSB 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 HACSB 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. In conforming to the requirements of the HCV program (under HACSB's Moving To Work designation), the landlord and the tenant have executed a 2-year lease.
- c. 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 HACSB. The family must promptly inform HACSB 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 HACSB.
- c. The contract unit may only be used for residence by HACSB-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 rent to owner may not exceed the amount approved by HACSB 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. ***Special provisions/exceptions to two year lease:***
  - i. Once the initial full contract rent to owner has been approved, one rent increase request by the landlord may be submitted for consideration in any 12 month cycle, approval of rent increases is at the discretion of HACSB and approval or denial will be based on market rent comparables.
- d. 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:
  - i. The reasonable rent for the unit as most recently determined or redetermined by HACSB in accordance with HUD requirements; or
  - ii. 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 HACSB housing assistance payment.
- b. Each month, HACSB 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 HACSB 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 rent.
- d. The tenant is not responsible for paying the portion of rent to owner covered by HACSB housing assistance payment under the HAP contract between the owner and HACSB. A HACSB 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 HACSB 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
    - i. The owner must maintain the unit and premises in accordance with the HQS.
    - ii. 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
    - i. The owner must provide all utilities needed to comply with the HQS.
    - ii. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
      - 1. Pay for any utilities that are to be paid by the tenant.
      - 2. Provide and maintain any appliances that are to be provided by the tenant.
    - iii. 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.
    - iv. 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:
    - i. Serious or repeated violation of the lease;
    - ii. 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;
    - iii. Criminal activity or alcohol abuse (as provided in paragraph c); or
    - iv. Other good cause (as provided in paragraph d).
  - c. Criminal activity or alcohol abuse.
    - i. 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:
      - 1. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises.
      - 2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyments of their residences by, persons residing in the immediate vicinity of the premises;
      - 3. Any violent criminal activity; or
      - 4. Any drug-related criminal activity;
    - ii. The owner may terminate the tenancy during the term of the lease if any member of the household is:
      - 1. 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
      - 2. 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
    - i. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
    - ii. During the initial lease term or during any extension term, other good cause may include:
      1. Disturbance of neighbors;
      2. Destruction of property; or
      3. Living or housekeeping habits that cause damage to the unit or premises.
    - iii. After the initial lease term, such good cause includes:
      1. The tenant's failure to accept the owner's offer of a new lease revision;
      2. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rent unit; or
      3. 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).
    - iv. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
    - v. In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition [sic] protections for tenants. **This provision will sunset on December 31, 2012, unless extended by law.**
  - e. Protection for Victims of Abuse.
    - i. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
    - ii. 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, shall not be 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 domestic violence, dating violence, or stalking.
    - iii. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, HACSB, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
    - iv. Nothing in this section may be construed to limit the authority of HACSB, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
    - v. Nothing in this section limits any otherwise available authority of an owner or manager to evict or HACSB to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or HACSB does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
    - vi. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner,

manager, or HACSB can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

- vii. 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, or stalking.
  - f. Eviction by court action. The owner may only evict the tenant by a court action.
  - g. Owner notice of grounds
    - i. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies that grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
    - ii. The owner must give HACSB a copy of any owner eviction notice at the same time the owner notifies the tenant.
    - iii. 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
- 9. Lease: Relation to HAP Contract.** If the HAP contract terminates for any reason, the lease terminates automatically.
- 10. HACSB Termination of Assistance.** HACSB may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements and the Agency's Moving-to-Work Agreement. If HACSB terminates program assistance for the family, the lease terminates automatically.
- 11. Family Move Out.** The tenant must notify HACSB and the owner before the family moves out of the unit.
- 12. Security Deposit**
- a. The owner may collect a security deposit from the tenant.
  - 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.
- 13. Prohibition of Discrimination.** In accordance with Federal, State and local laws, 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.
- 14. 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 HCV 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.
- 15. 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 HACSB 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 HACSB has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
    - i. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
    - ii. If there are any changes in lease provisions governing the term of the lease; or
    - iii. If the family moves to a new unit, even if the unit is in the same building or complex.
  - c. HACSB's 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
  - d. The owner must notify HACSB 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 HACSB in accordance with HUD requirements.

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

**17. Third Party Exclusions.** HACSB 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, or as a result of any other action or failure to act by the owner.

**18. 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.

**HACSB.** The Housing Authority of the County of San Bernardino.

**HAP Contract.** The housing assistance payments contract between HACSB and the owner. HACSB 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 HACSB-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.

**Moving to Work Agreement.** The Agreement between HUD and HACSB that allows for waivers from certain HUD requirements to implement local initiatives.

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

**Program.** The Housing Choice Voucher program authorized under Section 8 of the 1937 and HACSB's MTW Agreement.

**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 HACSB 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 lease the unit from the owner.

**Voucher program.** The Housing Choice Voucher (HCV) program. Under this program, HUD provides funds to HACSB for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy through the Voucher program.

# **HACSB** *LAP Contract*

## *Five Year Lease Assistance Program*

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### **Part C of the LAP Contract: Tenancy Addendum**

#### **1. Five Year Lease Assistance 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 HACSB's Moving-to-Work agreement, Five Year Lease Assistance program.
- b. The owner has entered into a Lease Assistance Payments Contract (LAP contract) with HACSB under the Five Year Lease Assistance program. Under the LAP contract, HACSB will make lease assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### **2. Lease**

- a. The owner has given HACSB 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 LAP 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 Five Year Lease Assistance program.
- b. The composition of the household must be approved by HACSB. The family must promptly inform HACSB 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 HACSB.
- c. The contract unit may only be used for residence by HACSB-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. Contract Rent**

- a. The contract rent may not exceed the amount approved by HACSB in accordance with HACSB's Administrative Plan and applicable HUD requirements.
- b. Changes in the contract rent shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease, except as detailed in Part B of the LAP contract.
- c. During the term of the lease (including the initial term of the lease and any extension term), the contract rent may at no time exceed:
  - i. The reasonable rent for the unit as most recently determined or redetermined by HACSB in accordance with HUD requirements; or
  - ii. Rent charged by the owner for comparable unassisted units in the premises; or
  - iii. The payment standard for the applicable submarket and unit size.

#### **5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the contract rent that is not covered by HACSB lease assistance payment.
- b. Each month, HACSB will make a lease assistance payment to the owner on behalf of the family in accordance with the LAP contract. The amount of the monthly lease assistance payment will be determined by HACSB in accordance with HUD requirements for a tenancy under the Five Year Lease Assistance program.
- c. The monthly lease assistance payment shall be credited against the monthly contract rent.

- d. The tenant is not responsible for paying the portion of contract rent covered by HACSB lease assistance payment under the LAP contract between the owner and HACSB. A HACSB failure to pay the lease assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of HACSB lease 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 approved contract rent. The contract rent 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. Contract rent 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
  - i. The owner must maintain the unit and premises in accordance with the HQS and HACSB Administrative Plan requirements.
  - ii. 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
  - i. The owner must provide all utilities needed to comply with the HQS and HACSB Administrative Plan requirements.
  - ii. The owner is not responsible for a breach of the HQS and HACSB Administrative Plan requirements caused by the tenant's failure to:
    - 1. Pay for any utilities that are to be paid by the tenant.
    - 2. Provide and maintain any appliances that are to be provided by the tenant.
  - iii. Family damage. The owner is not responsible for a breach of the HQS and HACSB Administrative Plan requirements because of damages beyond normal wear and tear caused by any member of the household or by a guest.
  - iv. 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:
  - i. Serious or repeated violation of the lease;
  - ii. 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;
  - iii. Criminal activity or alcohol abuse (as provided in paragraph c); or
  - iv. Other good cause (as provided in paragraph d).
- c. Criminal activity or alcohol abuse.
  - i. 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:
    - 1. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises.
    - 2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyments of their residences by, persons residing in the immediate vicinity of the premises;
    - 3. Any violent criminal activity or
    - 4. Any drug-related criminal activity;

- ii. The owner may terminate the tenancy during the term of the lease if any member of the household is:
  1. 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
  2. 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
  - i. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  - ii. During the initial lease term or during any extension term, other good cause may include:
    1. Disturbance of neighbors;
    2. Destruction of property; or
    3. Housekeeping habits that cause damage to the unit or premises.
  - iii. After the initial lease term, such good cause includes:
    1. The tenant's failure to accept the owner's offer of a new lease revision;
    2. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rent unit; or
    3. 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).
  - iv. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
  - v. In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition [sic] protections for tenants. **This provision will sunset on December 31, 2012, unless extended by law.**
- e. Protection for Victims of Abuse.
  - i. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
  - ii. 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, shall not be 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 domestic violence, dating violence, or stalking.
  - iii. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, HACSB, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the

violence 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 this federally subsidized program and in accordance with the requirement in the HACSB Administrative plan.

- iv. Nothing in this section may be construed to limit the authority of HACSB, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- v. Nothing in this section limits any otherwise available authority of an owner or manager to evict or HACSB to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or HACSB does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- vi. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or HACSB can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- vii. 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, or stalking.
- f. Eviction by court action. The owner may only evict the tenant by a court action.
- g. Owner notice of grounds
  - i. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies that grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
  - ii. The owner must give HACSB a copy of any owner eviction notice at the same time the owner notifies the tenant.
  - iii. 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

**9. Lease: Relation to LAP Contract.** If the LAP contract terminates for any reason, the lease terminates automatically.

**10. HACSB Termination of Assistance.** HACSB may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements and the Agency's Moving-to-Work Agreement. If HACSB terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out.** The tenant must notify HACSB and the owner before the family moves out of the unit.

**12. Security Deposit**

- a. The owner may collect a security deposit from the tenant.
- 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.

**13. Prohibition of Discrimination.** In accordance with Federal, State, local laws, 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.

#### **14. 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 HACSB Moving to Work Agreement Five Year Lease Assistance 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.

#### **15. 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 HACSB 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 HACSB has approved a new tenancy in accordance with program requirements and has executed a new LAP contract with the owner:
  - i. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - ii. If there are any changes in lease provisions governing the term of the lease; or
  - iii. If the family moves to a new unit, even if the unit is in the same building or complex.
- c. HACSB's approval of the tenancy, and execution of a new LAP contract, are not required for agreed changes in the lease other than as specified in paragraph
- d. The owner must notify HACSB of any changes in the amount of the contract rent at least sixty days before any such changes go into effect, and the amount of the contract following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by HACSB in accordance with HUD requirements, and may not exceed the payment standard for the applicable submarket and unit size.

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

**17. Third Party Exclusions.** HACSB 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, or as a result of any other action or failure to act by the owner.

#### **18. 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.

**HACSB.** The Housing Authority of the County of San Bernardino.

**LAP Contract.** The Lease Assistance Payments contract between HACSB and the owner. HACSB pays lease assistance payments to the owner in accordance with the LAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any HACSB-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.

**Moving to Work Agreement. (MTW)** The Agreement between HUD and HACSB that allows for waivers from certain HUD requirements to implement local initiatives.

**Payment Standard.** The payment standard is a local submarket based standard that reflects general rental market conditions in the HACSB jurisdiction as most recently redetermined by HACSB rental market study.

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

**Program.** The Five Year Lease Assistance program authorized under Section 8 of the 1937 and HACSB's MTW Agreement.

**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 HACSB lease 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 lease the unit from the owner.

**Five-Year Lease Assistance program.** The five year term-limited assistance program. Under this program HUD provides funds to HACSB for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a term of five years

# HACSB *LAP Contract*

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## Part C of the LAP Contract: Tenancy Addendum

### 19. Streamlined Lease Assistance 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 HACSB's Moving to Work Streamlined Lease Assistance (SLA) program (housing program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Lease Assistance Payments Contract (LAP contract) with HACSB under the voucher program. Under the LAP contract, HACSB will make lease assistance payments to the owner to assist the tenant in leasing the unit from the owner.

### 20. Lease

- a. The owner has given HACSB 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 LAP contract and that the lease includes the tenancy addendum.
- b. In conforming to the requirements of the SLA program (under HACSB's Moving to Work designation), the landlord and the tenant have executed a 2-year lease.
- c. 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.

### 21. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the housing program.
- b. The composition of the household must be approved by HACSB. The family must promptly inform HACSB 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 HACSB.
- c. The contract unit may only be used for residence by HACSB-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.

### 22. Rent to Owner

- a. The rent to owner may not exceed the amount approved by HACSB 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. ***Special provisions/exceptions to two year lease:***
  - i. Once the initial full contract rent to owner has been approved, one rent increase request by the landlord may be submitted for consideration in any 12 month cycle, approval of rent increases is at the discretion of HACSB and approval or denial will be based on market rent comparables.
- d. 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:
  - i. The reasonable rent for the unit as most recently determined or redetermined by HACSB in accordance with HUD requirements; or
  - ii. Rent charged by the owner for comparable unassisted units in the premises.

### 23. 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 HACSB lease assistance payment.
- b. Each month, HACSB will make a lease assistance payment to the owner on behalf of the family in accordance with the LAP Contract. The amount of the monthly lease assistance payment will be

determined by HACSB in accordance with HUD requirements for a tenancy under the Streamlined Lease Assistance program.

- c. The monthly lease assistance payment shall be credited against the monthly rent to owner for the contract rent.
- d. The tenant is not responsible for paying the portion of rent to owner covered by HACSB lease assistance payment under the LAP contract between the owner and HACSB. A HACSB 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 HACSB 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.

#### **24. 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.

#### **25. Maintenance, Utilities, and Other Services**

- a. Maintenance
  - i. The owner must maintain the unit and premises in accordance with the HQS.
  - ii. 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
  - i. The owner must provide all utilities needed to comply with the HQS.
  - ii. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
    - 1. Pay for any utilities that are to be paid by the tenant.
    - 2. Provide and maintain any appliances that are to be provided by the tenant.
  - iii. 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.
  - iv. Housing services. The owner must provide all housing services as agreed to in the lease.

#### **26. 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:
  - i. Serious or repeated violation of the lease;
  - ii. 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;
  - iii. Criminal activity or alcohol abuse (as provided in paragraph c); or
  - iv. Other good cause (as provided in paragraph d).
- c. Criminal activity or alcohol abuse.
  - i. 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:
    - 1. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises.
    - 2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyments of their residences by, persons residing in the immediate vicinity of the premises;
    - 3. Any violent criminal activity; or
    - 4. Any drug-related criminal activity;
  - ii. The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - 1. 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
2. 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
- i. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  - ii. During the initial lease term or during any extension term, other good cause may include:
    1. Disturbance of neighbors;
    2. Destruction of property; or
    3. Living or housekeeping habits that cause damage to the unit or premises.
  - iii. After the initial lease term, such good cause includes:
    1. The tenant's failure to accept the owner's offer of a new lease revision;
    2. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rent unit; or
    3. 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).
  - iv. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
  - v. In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition [sic] protections for tenants.  
**This provision will sunset on December 31, 2012, unless extended by law**
- e. Protection for Victims of Abuse.
- i. 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 or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
  - ii. 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, shall not be 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 domestic violence, dating violence, sexual assault, or stalking.
  - iii. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, HACSB, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
  - iv. Nothing in this section may be construed to limit the authority of HACSB, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the

distribution or possession of property among the household members in cases where a family breaks up.

- v. Nothing in this section limits any otherwise available authority of an owner or manager to evict or HACSB to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or HACSB does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
  - vi. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or HACSB can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
  - vii. 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.
- f. Eviction by court action. The owner may only evict the tenant by a court action.
  - g. Owner notice of grounds
    - i. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies that grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
    - ii. The owner must give HACSB a copy of any owner eviction notice at the same time the owner notifies the tenant.
    - iii. 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

**27. Lease: Relation to LAP Contract.** If the LAP contract terminates for any reason, the lease terminates automatically.

**28. HACSB Termination of Assistance.** HACSB may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements and the Agency's Moving-to-Work Agreement. If HACSB terminates program assistance for the family, the lease terminates automatically.

**29. Family Move Out.** The tenant must notify HACSB and the owner before the family moves out of the unit.

**30. Security Deposit**

- a. The owner may collect a security deposit from the tenant.
- 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.

**31. 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.

**32. 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 HCV 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.

**33. 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 HACSB 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 HACSB has approved a new tenancy in accordance with program requirements and has executed a new LAP contract with the owner:

- i. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- ii. If there are any changes in lease provisions governing the term of the lease; or
- iii. If the family moves to a new unit, even if the unit is in the same building or complex.
- c. HACSB 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 HACSB 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 HACSB in accordance with HUD requirements.

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

**19. Third Party Exclusions.** HACSB 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, or as a result of any other action or failure to act by the owner.

**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.

**HACSB.** The Housing Authority of the County of San Bernardino.

**LAP Contract.** The lease assistance payments contract between HACSB and the owner. HACSB pays lease assistance payments to the owner in accordance with the LAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any HACSB-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.

**Moving to Work Agreement.** The Agreement between HUD and HACSB that allows for waivers from certain HUD requirements to implement local initiatives.

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

**Program.** The Housing Choice Voucher program authorized under Section 8 of the 1937 and HACSB's MTW Agreement.

**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 HACSB 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).

**Streamlined Lease Assistance program.** The Streamlined Lease Assistance program. Under this program, HUD provides funds to HACSB for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted.



**Incorporation  
Of Document**

**In accordance with HUD regulation § 982.308**

(2) All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the owner for unassisted tenants. The tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

Incorporated in this lease agreement by reference is the attached HUD required "Tenancy Addendum – MTW Agreement Streamlined Lease Assistance Program" (previously HUD-52641-A).

COPY

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Signature of Tenant

Date

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Print Name of Tenant

Date

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Signature of Landlord

Date

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Print Name and title of Landlord/Agent

Date

# HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

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## WEB PORTAL INFORMATION

We are pleased to provide your payment information to you in an easy and environmentally friendly way. Your payment and 1099 data are available to you 24/7 through our Web Portal. The following information guides you through the log in process. If you are a new owner, please use the directions under “For New Owners/Agents”.

### How to Get Your Owner/Agent Code:

- ⊕ Your Owner/Agent Code should be provided to you by the caseworker who handles your tenant’s file. This will be an 8 digit number beginning with a “V” that identifies you in our system. Your Owner/Agent code will also be your User Name for the Web Portal.

## WEB PORTAL GUIDE

### Go to the corresponding website:

<https://sanbcha.secureportaln.net/VendorPortal>

### For Current Owner/Agents:

### In the following screen, type your User Name Password:

- ⊕ Your user name is your Vendor Code
- ⊕ Your password is your Social Security Number or Tax ID Number with no dashes

**Returning Visitor**

Username\*

Password\*

[Login](#)

[Forgot password?](#)

[Forgot username?](#)

\*Required field

## **For new Owner/Agents:**

- ✦ Enter your registration Code

### Landlord/Owner Registration

Registration Code\*

Submit

Already registered? [Click here to login.](#)

\* Required field

## **Available Information in Web Portal:**

- ✦ Once you login, you can view, download, or print any of the statements available to you under the “Payments” tab. When 1099’s are issued yearly, you will be able to access them under the tab “1099”.
- ✦ We look forward to adding additional information onto the web portal. Look for these announcements on our website [www.HACSB.com](http://www.HACSB.com) and in upcoming Newslines publications.



## **HOUSING QUALITY STANDARDS (HQS)**

### **What are they? What purpose do they serve?**

Housing Quality Standards (HQS) are used to measure the quality of the condition of a unit proposed for rental assistance. These standards are defined by the Department of Housing and Urban Development (HUD) and applied by the local Housing Authority at move-in, annual, biennial and emergency inspections.

Housing Quality Standards are designed to be basic yet firm enough to ensure that program participants move into a home that is decent, safe and sanitary. We also use these standards to make sure that the unit is maintained in adequate condition (by the tenant and landlord) after move-in and throughout tenancy.

Variations to these standards may exist at the local level due to state and local health and safety requirements. The Housing Authority is required to fail an inspection for any situation judged to be a health or safety hazard, whether it is specifically listed as part of HQS or not.

The Housing Authority is not only mandated to ensure the quality of our assisted units, we also have a responsibility to ensure that our participants move into and continue to live in healthy neighborhoods which are free of blight.

A good understanding of HQS by landlords and tenants usually results in a passed inspection. Failed inspections cause contract delays, family hardships and potential revenue losses for landlords.

We hope the materials enclosed in this handout will help all of us to meet the goal of a passed inspection.

A complete list of HUD's Housing Quality Standards may be obtained by visiting [FirstGov.gov](http://FirstGov.gov) and linking to HUD's homepage.

NOTE: We have enclosed general information provided by HUD. However, our Local Inspection Standards may have more detailed requirements. Please refer back to Local Inspection Standards included.



Important Reminder for  
Landlords & Property Managers

## **Housing Quality Standards Requirements Appropriate Landscaping and Intact Interior and Exterior Paint**

To ensure quality housing for all program participants, Inspectors are closely monitoring and requiring the following:

- Appropriate landscaping in all areas visible from the street and common areas under the landlord's control
- Fix chipping and/or peeling paint
- Repair damaged and/or deteriorating fencing

This is only a partial list of requirements; however, these specific issues have increasingly been of concern. Please note a housing unit will not pass an inspection if the above requirements are not met. For a complete list of all HUD Housing Quality Standards please visit: <http://www.hacsb.com/landlords>.

If you have any questions you may contact our inspections team by phone at (877) 247-0999 or email at [inspectionsterritory@hacsb.com](mailto:inspectionsterritory@hacsb.com).