



LEASE UP PACKAGE

Request for Tenancy Approval (RTA).....	2
Amenities Form.....	4
Smoke Detectors – Owner/Tenant Certification.....	5
Lead Warning Statement.....	6
<i>If residence was built before 1978, the unit MUST BE INSPECTED for lead paint. Proof of inspection is required: Certificate of Inspection will need to indicate the residence has passed.</i>	
Landlord Certification.....	7
Tenancy Addendum.....	9
Procedures for Landlords.....	14
Important Notice.....	16
HQS Move-In Inspection Checklist.....	18
Carbon Monoxide Detection Requirements.....	19

Harford County Housing & Community Services

15 S. Main St., Bel Air, MD 21014

410-638-3045 | housingagency@harfordcountymd.gov

www.harfordhousing.org

last compiled February 2024

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

1. Name of Public Housing Agency (PHA)			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			10. If this unit is subsidized, indicate type of subsidy:		
<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)			<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)		Provided by
Refrigerator		
Range/Microwave		

12. Owner's Certifications

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

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

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

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

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



HARFORD COUNTY HOUSING AND COMMUNITY SERVICES

Unit Amenity Form

Unit Address: _____

Proposed Contract Rent (per month): _____

Unit Type

<input type="checkbox"/> Single Family Detached	Square Footage _____
<input type="checkbox"/> Duplex	Year Built _____
<input type="checkbox"/> Townhouse (multi-level)	Number of Bedrooms _____
<input type="checkbox"/> Row House (single level)	Number of Bathrooms _____
<input type="checkbox"/> Manufactured/Mobile Home	
<input type="checkbox"/> Garden/Apt/Walkup/Multi	
<input type="checkbox"/> High Rise (more than 4 floors)	

Amenities

<input type="checkbox"/> Finished Basement/Attic	<input type="checkbox"/> Handicap Accessible
<input type="checkbox"/> Business/Fitness Center	<input type="checkbox"/> Hardwood Floors
<input type="checkbox"/> Cable/Internet Ready	<input type="checkbox"/> Laundry Facilities (community use)
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Microwave
<input type="checkbox"/> Ceiling Fan	<input type="checkbox"/> Modern Appliances (5 years old or less)
<input type="checkbox"/> Central A/C Unit	<input type="checkbox"/> Playground/Courts
<input type="checkbox"/> Ceramic Tile Floors	<input type="checkbox"/> Pool
<input type="checkbox"/> Covered and/or Off-street Parking	<input type="checkbox"/> Range
<input type="checkbox"/> Deck/Balcony/Patio/Porch	<input type="checkbox"/> Refrigerator
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Security System
<input type="checkbox"/> Elevator	<input type="checkbox"/> Storage
<input type="checkbox"/> Energy Efficient Certified Unit	<input type="checkbox"/> Washer/Dryer Hookups (in unit)
<input type="checkbox"/> Fenced Yard	<input type="checkbox"/> Washer/Dryer (in unit)
<input type="checkbox"/> Garage	<input type="checkbox"/> Window/Wall A/C Unit
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Working Fireplace

Other amenities: _____

Services

<input type="checkbox"/> Lawn Upkeep	<input type="checkbox"/> Elderly Transportation
<input type="checkbox"/> Snow Removal	<input type="checkbox"/> On-site Child Care
<input type="checkbox"/> Pest Control Provided	<input type="checkbox"/> Free Cable or Wi-fi
<input type="checkbox"/> Package Receiving	

Other: _____

Maintenance

<input type="checkbox"/> Owner Provides On-site Maintenance	<input type="checkbox"/> Owner Provides No Maintenance
<input type="checkbox"/> Owner Provides Off-site Maintenance	<input type="checkbox"/> Owner Charges Maintenance Call Fee Amount \$ _____

Name of Owner (Please Print) _____

Signature of Owner/Owner Representative _____

Date _____

***HOUSING CHOICE VOUCHER
RENTAL ASSISTANCE PROGRAM***

SMOKE DETECTORS - OWNER/TENANT CERTIFICATION

The undersigned hereby certifies that the property located at

(property address)

has a working smoke detector on each level.

(Type or Print Owner Name)

(Type or Print Tenant Name)

(Owner Signature)

(Tenant Signature)

(Date)

(Date)

Requirements for smoke detection systems in compliance with HUD 24 CFR 982.401 Housing Quality Standards and Annotated Code of Maryland.

1. Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, excluding the attic.
2. The Landlord shall be responsible for installation and the repair or replacement of the detector upon written notification by certified mail by the tenant or upon notification in person by the tenant.
3. A tenant **may not remove or render a smoke detector inoperative** pursuant to Section 12A, Article 38A of the Annotated Code of Maryland.

**FAILURE TO COMPLY WITH THE ABOVE REGULATIONS MAY RESULT IN
TERMINATION OF THE HOUSING ASSISTANCE PAYMENT CONTRACT.**

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's (Landlord) Disclosure (Initial)

____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

Landlord 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 one below):

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

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (Tenant) Acknowledgment (Initial)

____ (c) Tenant has received copies of all information listed above.

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

Agent's Acknowledgment (Initial)

____ (e) Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) 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 provided by the signatory is true and accurate.

Landlord

Date

Landlord

Date

Tenant

Date

Tenant

Date

Agent

Date

Agent

Date

**HARFORD COUNTY HOUSING AGENCY
15 SOUTH MAIN STREET
BEL AIR, MD 21014
410-638-3045**

LANDLORD CERTIFICATION

My initials to the right of each item below certify that I have read, understood, and am in compliance with the policy.

Prospective Tenant's Name

Street Address of Assisted Unit

City/Town

State

Zip Code

Ownership of Assisted Unit

I certify that I am the legal owner or the legally designated agent for the above referenced unit and that the prospective tenant has no ownership interest in this dwelling unit. I further certify that the property subject to this Housing Assistance Payment (HAP) Contract is not currently in foreclosure or receivership.

Dwelling Lease and Housing Assistance Payment (HAP) Contract

I understand that I am limited to use of my standard dwelling lease (plus the Department of Housing and Urban Development [HUD] required lease addendum) that is used by my non-Housing Choice Voucher (HCV) tenants. I also understand that the lease effective date, the lease end date, and the contract rent must match that listed on the HAP contract, and if different, will be superseded by those on the HAP Contract. I understand I must submit a signed copy of the lease and HAP Contract to Harford County Housing Agency (HCHA) before payment can be made.

Prohibition on Leasing to Relatives

I, the owner or the legally designated agent, certify that no individual having an ownership interest in the property is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family.

Approved Residents of Assisted Unit _____

I understand that the family members listed on the HAP Contract are the only individuals permitted to reside in the unit. I understand that I am not permitted to live in the unit while I am receiving housing assistance payments. I understand HCHA does not check references, that they only verify program eligibility, and that I am responsible for rental, financial, and criminal reference checks.

Tenant Rent Collection Requirement

I understand that I am required to regularly collect the tenant's portion of the rent, and that failure to collect the tenant's portion of rent on a timely basis could result in termination of my HAP Contract with HCHA. I also understand that the tenant's portion of the contract rent, and any other agreements, must be approved by HCHA and that I am not permitted to charge any additional amounts for rent or any other item not specified in the lease which has not been approved in advance by HCHA.

Term of the HAP Contract

I understand that the initial term of this HAP Contract is 12 months and will renew month-to-month thereafter unless otherwise specified in the lease agreement and until terminated by either party with proper written notice.

Housing Quality Standards (HQS) Compliance

I understand that it is my obligation under the HAP Contract to perform necessary maintenance and to provide those utilities as contracted in my lease with the tenant so that the unit continues to comply with Housing Quality Standards.

Reporting Vacancies to the Housing Agency

I understand that should the assisted unit become vacant, or if the tenants notify me they will be absent from the unit for any period of time, it is my responsibility to notify the Housing Agency immediately in writing and, if appropriate, to promptly return any portion of rent due to the Housing Agency. The Housing Agency cannot pay on a unit after the tenant has vacated.

Administrative and Criminal Action for Intentional Violations

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payment Contract are grounds for termination of participation in the Housing Choice Voucher Program. I understand that knowingly supply false, incomplete, or inaccurate information or collecting "side payments" from the tenant is punishable under Federal or State criminal law.

Fair Housing Requirements

I understand that I must comply with all laws and regulations, including laws and regulations which provide for non-discrimination, as well as unit accessibility, for individuals with disabilities.

Violence Against Women Act 2005, Title VI – Housing

I understand that an incidence of abuse shall not be good cause for terminating a lease held by the victim and that the abuser's criminal activity directly related to abuse beyond control of the victim shall not be grounds for eviction or termination. I understand that under this Act, HCHA may terminate my HAP contract and allow a family to transfer. HCHA would provide me with 30-days' notice on contract termination.

Type or Print Name of Owner/Agent

Signature of Owner/Agent

Date

Reviewed by:

Date:

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

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

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

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

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

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

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

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant; For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

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

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

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

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

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

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

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

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

n. Confidentiality.

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

10. Eviction by court action

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

11. Owner notice of grounds

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

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

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

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

HARFORD COUNTY HOUSING AGENCY

PROCEDURES FOR LANDLORDS

The Housing Agency has developed procedures to expedite the lease-up process for families participating in our rental assistance programs. Please review the procedures carefully, and let us know if you need any additional information.

Steps for Processing Leasing Documents

- 1. Screen and select the family in accordance with your established selection policy used for all families.**
- 2. Complete and sign the Request for Tenancy Approval (RTA), which the family will provide.**
- 3. The following documents must be returned to the Agency:**
 - Completed Request for Tenancy Approval
 - A proposed landlord/tenant lease
 - Lease Addendum
 - Lead Based Paint Warning Statement
 - Smoke Detectors – Owner/Tenant Certification
 - Owner’s Federal Tax ID # or Social Security #
 - Proof of property ownership
- 4. Upon receipt of the listed documentation, the Housing Agency will review the Request for Tenancy and the Lease to determine if the proposed rent is reasonable and comparable to similar units in the area.**
- 5. After the rent is determined to be reasonable for the unit size, the Housing Agency will inspect the unit. Advance notification of the inspection will be given to enable you to accompany the inspector.**
- 6. The Housing Agency Inspector will determine if the unit complies with Federal housing quality standards (HQS). When approved, the Agency will continue processing the leasing documents. The Housing Assistance payments (HAP) Contract will be forwarded to you for signature.**
- 7. When the Agency receives all of the required documents and the Housing Assistance Payments contract is executed, the Department of Treasury will be notified that a contract has been executed. The first HAPs check you receive should include payment for the first and second month of the lease. Paper work received after the 10th of the month will result in a delay in receiving your first payment. After the initial payment is received, all other payments should be received before the first of the month.**

REMINDER

Landlords may charge a full security deposit if they employ the same policy for all tenants. Maryland State Law governs the amount of the security deposit.

Property owner rights:

- **Expect prompt payment for rent.**
- **Expect to maintain the unit and surroundings.**
- **Expect quiet tenants.**
- **Expect tenants to respect home and neighbors.**
- **Expect tenants to report needed repairs.**

Renter rights:

- **Expect timely repairs to be made to the unit.**
- **Expect prompt response to calls.**
- **Expect an emergency contact number**

Harford County complies with the Americans with Disabilities Act. Individuals with disabilities seeking information or requesting assistance, aid, services or accommodations, should call the disabilities coordinator at 638-3117 (voice) or 638-3086 (TDD) or the Maryland Relay at 1-800-735-2258. To ensure the availability of qualified interpreters, at least ten days advance notice is required.

IMPORTANT NOTICE!!

TO: OWNERS, LANDLORDS AND MANAGERS PARTICIPATING IN THE HOUSING CHOICE VOUCHER HOUSING ASSISTANCE PAYMENTS PROGRAM

Pursuant to the U.S. Department of Housing and Urban Development Regulations, Section 982.309 of the Conforming Rule, which provides for automatic renewal under the Housing Choice Voucher Housing Assistance Payments Program, the following procedure is followed by the Housing Agency in compliance with HUD requirements.

The term of the Lease must be for at least one (1) year, and the lease must provide for automatic renewal after the initial term of the lease. The lease may provide either for automatic renewal for successive definite terms (e.g., month-to-month or year-to-year) or for an automatic indefinite extension of the lease term. The rent amount shall begin on the date as stated in the lease and shall continue until:

1. A termination of the lease by the owner.
2. A termination of the lease by the family in accordance with the lease or by mutual agreement during the term of the lease.
3. Lease amendment.

TERMINATION BY OWNER:

Except as required by State or local law, an owner participating in the program may terminate tenancy without cause at the end of the initial lease term or at the end of a successive definite term. For instance, if the lease provides for automatic renewal on a month-to-month basis, the owner may terminate tenancy without cause at the end of each month. During the course of the month, however, the owner may only terminate the tenancy if the owner has good cause under the grounds for termination of tenancy as stated in the Lease Addendum.

If the owner's lease provides for an automatic indefinite extension of the lease after the initial term (e.g., does not provide for a month-to-month or year-to-year extension), the owner may only terminate the tenancy after the initial term for good cause. If an owner wants to switch a lease for successive definite terms, the owner may offer the family a new or revised lease in accordance with Federal Regulation 982.309(e). The tenant's refusal to accept the new or revised lease may be other good cause for eviction.

During the term of the lease, the Owner may only terminate the tenancy under the grounds stated in the Lease Addendum.

TERMINATION BY TENANT:

Tenant may terminate without good cause at any time after the first 12 months of the lease, upon notice by the tenant to the landlord in accordance with the lease, with a copy to the Housing Agency.

During the first 12 months of the lease, the tenant may terminate only by mutual agreement with the landlord. The lease should require at least thirty (30) days written notification of termination to the landlord.

TERMINATION BY HOUSING AGENCY:

The contract between the Housing Agency and the Owner will be terminated by the Agency only:

1. Upon termination of the tenant's participation in the Program, or
2. Upon termination of the lease between the owner and tenant, or
3. Owner breach of contract.

Any questions regarding this notice should be directed to the Housing Agency.

Harford County Housing Agency
15 South Main Street
Bel Air, MD 21014
Telephone: 410-638-3045

G:\BRIEFING PACKET\IMPORTANT NOTICE
REV. 11/29/04

HQS Move-in Inspection Checklist for Landlords

Each unit rented to a Housing Choice Voucher holder must pass a Housing Quality Standards (HQS) inspection. The checklist below is a tool for owners to prepare their unit for an HQS inspection. This checklist highlights some of the COMMON violations found during unit inspections. The items on this checklist must be working or completed **prior** to the HQS inspection.

- The unit must be empty/vacant from previous tenant.
- Utilities (water, gas, electric) must be turned on for the completion of the inspection.
- No chipping or peeling paint inside or outside the unit.
- Stove must be clean, in working order, and secured.
- Refrigerator must be clean and be in working order with a good door seal.
- There must be permanently installed working heating system.
- Hot and cold running water in the kitchen and bathroom(s).
- There must be a shower or bathtub that works.
- There must be a flush toilet that works, is securely mounted and does not leak.
- The bathroom must have either an outside window or an exhaust fan vented to the outside.
- There must not be any plumbing leaks.
- There must not be any plugged drains (check for slow drains).
- All plumbing fixtures must have traps to prevent sewer gas from leaking into the unit.
- All ground floor windows and exterior doors shall open and close as designed and must have working locks. Double keyed dead bolts are not permitted.
- Each living space must have two means of fire egress (i.e. door & window).
- All electrical outlets/switches must have cover plates and be in good working condition.
- All ground fault circuit interrupters (GFCI's) must work properly.
- There must not be any missing, broken, or cracked windows.
- The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.
- The hot water heater tank must have a temperature pressure relief valve with downward discharge pipe made of galvanized steel or copper tubing that is between six inches to eight inches from the floor or directed outside the unit (no PVC). CPVC is acceptable.
- The floor covering cannot be torn or have holes that can cause someone to trip.
- If there are stairs and railings, they must be secure.
- Four or more exterior stairs must have handrails 34 inches to 38 inches from the ground.
- Walk offs or porches 30 inches above grade must have guard rails 36 inches from the ground.
- There must be working smoke detectors properly mounted on each level of the unit including the basement and walk up attics.
- All security bars and windows must have a quick release mechanism.
- All sliding glass doors must have a lock or security bar on the door that works.
- All construction/rehabilitation (painting, carpet replacement, etc.) must be completed.
- The unit must be free from roaches and rodents.
- There must be stepping stones or walkway to the unit.
- Screens must be in place.

This brief listing is for the purposes of information only and is not intended as a complete listing. Please check HUD and local codes for other requirements.

ROBERT G. CASSILLY
Harford County Executive

ROBERT S. McCORD
Director of Administration



BARBARA W. RICHARDSON
Director of Housing &
Community Services

As part of its ongoing commitment to provide decent, safe, and sanitary housing, HUD has announced that all federally-assisted units must be equipped with carbon monoxide detection systems no later than December 27, 2022.

Notice 2022-01, published on January 31, 2022 and co-signed by HUD's Offices of Public and Indian Housing (PIH), Housing (H), and Lead Hazard Control and Healthy Homes (OLHCHH), confirmed that the requirement applies to units covered under Public Housing, Project Based Rental Assistance, Housing Choice Vouchers, Project-Based Vouchers, Section 202, and Section 811.

Carbon monoxide is an odorless, colorless toxic gas that is produced as a byproduct of fuel combustion. The Centers for Disease Control (CDC) and the Environmental Protection Agency (EPA) note that more than 400 Americans die each year from unintentional carbon monoxide poisoning not linked to fires.

Many of those die in their sleep and never experience the frightening symptoms experienced by more than 20,000 Americans whose exposure sends them to the emergency room or the more than 4,000 people who end up hospitalized. Carbon monoxide poisoning can result in permanent brain damage, life-threatening cardiac complications, fetal death, miscarriage, and, of course, death.

Stoves, space heaters, ranges, generators, lanterns, fireplaces, and grills can all emit carbon monoxide. Without proper installation, usage, and maintenance, these everyday fixtures in our homes can produce the carbon monoxide gas at hazardous levels.

This new federal requirement comes on the heels of the passage of the Consolidated Appropriations Act of 2021. The Act set aside funds to assist in keeping Americans safe during the COVID-19 pandemic. A portion of those funds will be dedicated to landlord/tenant outreach and education about the dangers of carbon monoxide.

PHAs may use their Operating Funds or Capital Funds to purchase and install carbon monoxide detectors. Owners of properties with units subsidized by either Project-Based or Tenant-Based Vouchers are responsible for covering the expense on their own. Projects covered under a Project-Based Rental Assistance contract or under the Section 202 or 811 programs can use their reserves for replacement, residual receipts, general operating reserves, owner contributions, or choose to seek secondary financing to fund the installation project.

The notice stresses the importance owners, agents, landlords, and other public housing officials must place on properly installing and maintaining carbon monoxide-producing fixtures. Residents should avoid using portable generators, fired grills, or fuel-burning electric sources as a source of heat indoors. A flyer on resident education is forthcoming, and additional materials will continue to be made available on HUD's website for free.