

Landlord Packet Cover Sheet Check

Thank you for your interest in serving as a participating Landlord/Owner in the Housing Choice Voucher [HCV] Program for the Suffolk Redevelopment Housing Authority [SRHA]. Your prospective tenant is currently seeking housing to continue their participation in the HCV Program. Please use the following as a checklist to ensure that you have everything necessary to begin receiving SRHA's portion of a participant's rent. We cannot begin housing assistance payments until all criteria are met.

Prospective Tenant _____

Caseworker Assigned _____ at 757-539-2100 Ext. _____

1. New Landlord Set-Up

Landlord Name to be set up _____

If you are currently providing housing in our program, you have already completed this step. Please skip to Step 2.

If you are NOT currently providing housing on our program, you must complete this step. You are required to provide items A through E to establish an account for you in our system. Because your privacy is very important, this New Landlord setup process can be completed by providing this information directly to the caseworker listed above.

- | | |
|--|--|
| <input type="checkbox"/> A. Pictured I.D. | <input type="checkbox"/> E-1. Phone #: _____ |
| <input type="checkbox"/> B. Copy of Social Security card or FEIN | |
| <input type="checkbox"/> C. Form W-9 | <input type="checkbox"/> E-2: Email address: _____ |
| <input type="checkbox"/> D. Voided check | |

2. Establishing Property Ownership

We require you to provide items F through J for every housing unit under consideration for program participation. This confidential information may also be provided directly to the housing caseworker listed above.

- F. A copy of the unexecuted Lease between you and the tenant; MUST be submitted for every client
- G. Recorded deed or Sett. St not applicable if previously submitted as a single complex
- H. Current mortgage statement not applicable if previously submitted as a single complex
- J. Management agreement or Power of Attorney or not applicable if the agent of a single complex is approved to sign on the Owner's behalf

Supplemental document explanations: [F] The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. At this point, you will submit an unexecuted copy of your Lease. At a later step, you would submit an executed copy of the same signed Lease. [see Step 4]. [G] Recorded warranty deed to prove you are the rightful owner of the unit; Quit Claim Deeds are not acceptable. [H] A current mortgage statement that establishes you are current on any loans on this property (or) a self-certifying statement that there is no mortgage for this property at this time.

SRHA USE ONLY: Submitted to Finance by _____ on _____

LL correspondence different from payee Approved by Finance by _____ on _____

Assigned LL number _____

3. Readiness for Unit Inspection

The documents listed below will be supplied to you by your prospective tenant. They **MUST** be submitted to SRHA via the prospective tenant. You cannot submit these documents on behalf of the tenant. Your prospective tenant has been advised of our office appointment schedules to submit these documents. The caseworker meets with your tenant to approve these documents before forwarding the documents to the Inspections Department.

- ✓ K. Checklist for Tenancy Approval
- ✓ L. Request for Tenancy Approval [RTA]
- ✓ M. LBP Disclosure form
- ✓ N. Violence Against Women (VAWA) Lease Addendum
- ✓ Q. Landlord Certification

Supplemental document explanations: [K] You have reviewed and checked off the Checklist for Tenancy Approval with the family to ensure all steps have been followed. Your signature certifies that you are the legal Owner or the legally designated Agent for the referenced unit and that the HCV Program family has no ownership or interest in the property whatsoever. [L, M, N, Q] The Checklist for Tenancy Approval also serves as the cover page for the Checklist packet. Additional documents in this packet are the Request for Tenancy Approval (RTA), the Lead-Based Paint (LBP) Disclosure form, the VAWA Addendum, and the Landlord Certification.

4. Confirmation of Move-In and Tenancy

You will be contacted by the HCV Inspector to arrange access to the unit for the HUD National Standards for Physical Inspection of Real Estate (NSPIRE) and housekeeping inspection. A Confirmation of Move-In form will be given to you or your representative at the time the unit is inspected and passes NSPIRE. You and your tenant must complete this form and return it within 48 hours of the actual move-in date. Pay special attention if the Port-In box is checked. Special handling of Port-In families is vital. After submission of the Confirmation of Move-In form, the caseworker will contact you to execute additional documents in this process.

- ✓ P. Housing Assistance Payments Contract [HAP]
- ✓ R. Copy of executed Lease

Supplemental document explanation: [P] The HAP Contract between the Owner and SRHA must be executed within 60 days of the effective date of the Contract. No rental payments will be issued until the HAP has been executed.

We cannot make any payments on behalf of this client until ALL of these documents have been executed and returned to SRHA.

General Business Concerns and Screening Your Tenant

- Do not depend on the SRHA to meet monthly mortgage payments.
 - You should make an objective assessment of your property's value and what it should rent for on the open market; payment standards have nothing to do with rent.
 - Always have the family inspect the actual unit for rent, not a similar or model unit.
 - Be prepared for your property to be inspected at any time; special or audit inspections sometimes occur; by virtue of your endorsement/receipt of deposited funds, you are certifying that the unit meets **NSPIRE** at all times per the HAP contract [N].
 - SRHA inspects units according to HUD **National Standards for Physical Inspection of Real Estate**. Our Inspection Department also determines whether the unit rent is *reasonable*, which ensures that fair rent is being paid for the unit and, in turn, that the program does not artificially impact rents in the community.
 - The prospective tenant finds you. This is a tenant-based program; therefore, the client locates you through any means any other prospective tenant would find you. We encourage families to use <https://www.suffolkrha.org/courtesy-list> / <https://www.apartments.com/suffolk-va/> as an effective and efficient means of locating suitable housing.
 - Ensure that the tenant has a valid Housing Choice Voucher, which identifies them as an *eligible* program participant. The issuance and expiration dates on the Voucher set the time frame in which a tenant is eligible to seek housing. The RFTA must be submitted to SRHA on or before the expiration date of the Voucher. Ask the tenant to see his/her voucher.
 - Even though the tenant family is determined by SRHA to be eligible for the program, ***the owner must approve the family as a suitable tenant***. SRHA recognizes the owner has approved the family when the tenant submits the RFTA documents to us.
 - Although we enter a Contract with you to provide decent, safe, and sanitary housing, **the family renting your unit is YOUR tenant, subject to the same laws and regulations as any other tenant**. You should take steps to screen an HCV tenant in the same manner that you do any other potential tenant.
 - You may not treat the family differently than any other renter [deposit, the rental amount charged, etc.]
 - You must NOT make any "side arrangements" with the family regarding deposit or rent amounts.
 - You may ask the family to discuss the maximum rent amount established by their housing caseworker; your rent cannot exceed this amount.
 - You should take a thorough application and screen the family's rental history, credit, work, banking, the status of utility services, etc.
 - You may contact SRHA for the name, address, and telephone number of the family's current landlord/owner; clients have been advised we are required to provide this information if requested.
 - You must ensure that the family members listed on your lease are the only persons to occupy the assisted unit.
 - You may not be related to any member of the family in any of the following ways: parent, child grandparent, grandchild, sister, or brother, unless the family includes a member with a disability and the unit accommodates the disability.
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To: Housing Choice Voucher (Section 8) Landlords, Agents and /or Managers

Re: Request for Tenancy Approval Procedures for Housing Choice Voucher (Section 8) Participants

Introduction:

The Suffolk Redevelopment and Housing Authority (SRHA) appreciates your interest as a participant landlord in the Housing Choice Voucher Rental Assistance Program. Our program participant has selected your rental property as their potential residence. The Request for Tenancy Approval package (RFTA) they have provided to you is an introduction to the Housing Choice Voucher Rental Assistance program.

Program Participant's Housing Choice Voucher:

In addition to the Lease Approval package, the program participant will have a valid Housing Choice Voucher, which identifies them as an **eligible** program recipient. The housing Choice Voucher will provide the subsidy limit (bedroom size) and the current date they are eligible (**60 days from issuance**) to search for housing and submit an RFTA. The Voucher will be signed by one of the Section 8 housing specialists listed at the end of this letter.

Landlord and Tenant Responsibilities:

The program's success depends on our agency's ability to contract with property owners who have decent, safe, and sanitary rental units. Participation is voluntary; however, many low-income families rely on owners like you, willing to participate in the program.

Participate families include elderly persons, disabled persons, and working families who do not receive enough income to keep pace with the rising cost of rental housing.

The Housing Choice Voucher Rental Assistance program is a three-way partnership between the Housing Authority, the tenant, and the owner or landlord for the program to work.

The owner must:

- ▶ Screen the families who apply to determine if they will be good renters. SRHA will supply you with the current and previous address and landlord information (when available).
- ▶ Comply with the Fair Housing Laws, and not discriminate against any family.
- ▶ Maintain the housing unit by inspecting the property periodically and making necessary repairs promptly to ensure consistent compliance with the National Standards for the Physical Inspection of Real Estate NSPIRE. **A Good Place to Live** pamphlet is included in this packet for reference to Housing Quality Standards.

- ▶ Comply with the terms of the Housing Assistance Contract (Part B is attached; Part A will be forwarded for execution with leasing documents).
- ▶ Collect the rent due by the tenant and enforce the lease.

The family must:

- ▶ Provide SRHA with complete and accurate information.
- ▶ Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- ▶ Cooperate in attending all appointments scheduled by SRHA and provide access for inspections.
- ▶ Take responsibility for the care of their rental unit.
- ▶ Comply with the terms of their lease with the owner.
- ▶ Comply with the Family Obligations of their Voucher.

The Leasing Process:

Even though a family is determined by the Housing Authority to be eligible for the program, *the owner must approve the family as a suitable tenant*. The Housing Authority knows that the owner has approved the family when a Request for Tenancy Approval (RFTA) has been submitted to the Housing Authority. The RFTA must be submitted to the Housing Authority on or before the expiration date of the Housing Choice Voucher.

I. The Request for Tenancy Approval (RFTA) Packet:

The RFTA packet contains the following documents for completion with your submittal. Please keep in mind that all forms must be filled out completely.

1. Request for Tenancy Approval Fonn (RFTA).
2. Payee/Authorization of Agent Fonn.
3. Federal Fonn W-9 (for tax reporting requirements).
4. Lead-Based Hazards Disclosure Fann (see 12c. of the RFTA form) or Certification from a certified lead-based paint inspector stating that the unit is lead-based paint free.
5. Direct Deposit Request

Your RFTA submittal must also include:

1. A **valid Certificate of Occupancy (CO)**, which has been issued within the past four (4) years, or the city document advising that a CO is not required for this specific rental property. This is a

certificate of city compliance for rental property, which is issued by the City of Suffolk Housing Inspection Division (514-4150).

2. Documentation providing proof of ownership
 - A. **Proof of ownership** (at least one of the following)
 - Deed
 - Title Insurance
 - HUD 1 Settlement (**SIGNED**)
 - Trust Agreement and Beneficiary information, if the property is held in trust
3. If acting as an agent for the owner, you must provide a copy of the Management Agreement or a statement allowing you to act on his or her behalf, along with proof of ownership.
 - Management Agreement, if a party other than the owner will receive payment
 - Lease or assignment of lease (if applicable)
4. An *unexecuted* copy of your leasing document. **This means the lease must not be signed and the date should be blank.** Your leasing document will define the occupancy requirements of your rental property. **It is an instrument of mutual agreement between you and your tenant.** The Housing Authority will attach to your lease, the HUD lease Addendum which will address any lease prohibitions about the Section 8 rental program. The Addendum is included in the RFTA packet.

2. NSPIRE Inspection:

- ▶ After the owner submits the RFTA, the Housing Authority needs to determine if the unit qualifies for the Section 8 program. This includes an Initial **National Standards for the Physical Inspection of Real Estate NSPIRE Inspection**. This inspection is performed to determine if the unit and property meet program compliance under Federal Regulations, as documentation of the current condition of the unit to assist in future evaluations and to document information to be used for rent *reasonableness*. The Inspector will contact the owner (be sure the owner information provided in your RFTA submittal is complete) to schedule an inspection. **The NSPIRE Inspection and the leasing process cannot begin without the complete submittal of all documents requested above.** We encourage the owner or the agent to be present for the Initial Inspection. If the unit fails to meet program compliance, the owner will be advised of the deficiencies and allowed to take corrective action. The owner must contact the Housing Authority within five (5) days to schedule a re-inspection.

3. Rent Reasonableness

- ▶ Rent Reasonableness determinations must be made before the Housing Authority approves the initial rent to the owner/landlord. The purpose of the Rent Reasonableness test is to ensure that fair rent is paid for units selected by HCV participants and that the program does not have the effect of inflating rents in the community.

4. **Execution of leasing Documents and Housing Assistance Payments (HAP) Contract:**

- ▶ Remember, the unit must pass the **National Standards for the Physical Inspection of Real Estate NSPIRE Inspection** before the lease and HAP contract are signed. An appointment will be scheduled for you to sign the HAP contract. **The documents must be executed before rental payments will be issued.**

- ▶ **Documents that are not executed within sixty (60) days will be null and void.**
This brief introduction to the Section 8 Rental Assistance Program has provided you with the basic program information. and cooperation are the two key ingredients in a successful relationship with the tenant, the landlord, and the Housing Authority. By reading this introduction, you have taken the time to familiarize yourself with the program rules and have recognized some of the benefits of becoming a participating landlord.

Once again, we want to thank you for your interest in the Housing Choice Voucher Program. If you should have any questions or would like to have additional information regarding this program, please do not hesitate to contact our office. Housing Choice Voucher Program (Section 8) staff are listed below to assist you:

Tenika Jones, Eligibility Specialist	757-925-6545
Latoya Cook, Eligibility Specialist	757-925-6546
Kim Ivory, Eligibility Specialist	757-925-6496
Kiashekia McFadden, Eligibility Specialist	757-925-6551
Corey Duncan, HQS Inspector	757-925-6552
Donna Whitfield, HQS Inspector	757-925-6544

We are looking forward to a successful relationship.

*******Utilities must be on before inspection is scheduled *******

***The unit will not pass inspection if the utilities are not on.
Thank you for your cooperation in this matter***

Signature,

Dinah F. Lewis
Housing Choice Voucher Manager

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. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	

9. Type of House/Apartment

Single Family Detached
 Semi-Detached / Row House
 Manufactured Home
 Garden / Walkup
 Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy

Section 202
 Section 221(d)(3)(BMIR)
 Section 236 (Insured or noninsured)
 Section 515 Rural Development

Home
 Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

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

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

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 own 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 as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

**HOUSING CHOICE VOUCHER PROGRAM
LANDLORD CERTIFICATION**

RE: _____
Client Name

Street Address of Assisted Unit

City/Town State Zip

Ownership of Assisted Unit:

- I certify that I am the legal or the legally designated agent for the above-referenced unit and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.
- I will inform the Housing Authority if the above-referenced unit is owned by a Suffolk-appointed or elected officer.

Approved Residents of Assisted Unit:

- I understand that the family members listed on the dwelling lease agreement as approved by the housing agency are the only individuals permitted to reside in the unit, I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments

NSPIRE Inspections:

- I understand my obligations in compliance with the Housing Assistance Payments Contract to perform necessary maintenance, so the unit continues to comply with NSPIRE

Tenant Rent Payments:

- I understand that the tenant's portion of the contract rent is determined by the housing agency and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease which has not been specifically approved by the housing agency.

Reporting Vacancies to the Housing Agency:

- I understand that should the assisted unit become vacant, I am responsible for notifying the housing agency immediately in writing.

Computer Matching Consent:

- I understand the Housing Assistance Payment Contract permits the housing agency or HUD to verify my compliance with the Contract. I consent for the housing agency or HUD to conduct computer matches to verify my compliance as they deem necessary. The housing agency and HUD may release and exchange information regarding my participation in the HCV (Section 8) program with other Federal and State agencies,

Administrative and Criminal Actions for Intentional Violations:

- I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments contract is grounds for termination of participation in the Section 8 Program, I understand that knowingly supplying false, incomplete or inaccurate information is punishable under Federal or State Criminal law,

Signature of Landlord/Agent	Date
Name of Property Owner	Telephone Number
Address of Property Owner	

WARNING! TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES. STATE LAW MAY ALSO PROVIDE PENALTIES FOR FALSE OR FRAUDULENT STATEMENTS.

OFFICIAL USE ONLY

Landlords must provide proof of ownership. This may include but is not limited to presenting the Deed of Trust or other recorded instrument, a signed settlement statement showing the owner/s name and address of the property. A copy will be retained for our file.

Proof of designation to act on behalf of the owner

- The Agent must present a contractual agreement with the owner of the property to act on the owner's behalf. Original documentation only will be accepted. A copy will be retained for our file.

Identification of the Landlord/Agent with a picture and signature

- A copy of proper ID, valid Driver's License, Department of Motor Vehicle ID card, company/agency identification card, or passport, will be retained for our file.

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

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

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

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

Conflicts with Other Provisions of the Lease

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

Term of the Lease Addendum

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

VAWA Protections

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

Tenant

Date

Landlord

Date



Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2024

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenants' rights under the law. The information below is not intended as legal advice. All parties to a rental agreement are encouraged to consult the Department of Housing and Community Development's [website](#) for more information related to landlord and tenant resources. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or valegalaid.org/find-legal-help.

Tenant Rights

Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) and a refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. ([§55.1-1203](#))

Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. ([§55.1-1204](#))

Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold ([§55.1-1215](#)), the name and address of the owner or property manager ([§55.1-1216](#)), notice of sale or foreclosure of the property ([§§55.1-1216, 1237](#)), and on the first page of the lease, the rent and any additional fees. ([§55.1-1204.1](#))

Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. ([§§55.1-1214, 1226](#))

Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. ([§55.1-1204\(D\), \(I\)](#))

Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. ([§55.1-1209](#))

Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. ([§55.1-1220](#)) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice of the need for repairs, and give the landlord a reasonable amount of time to make the repairs. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia except under repair and deduct (below). ([§55.1-1244](#))

Repair and Deduct:

If an issue on the premises affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. ([§55.1-1244.1](#))

Uninhabitable Dwelling Unit at Move In:

If, at the beginning of the tenancy, there exists a fire hazard or a serious threat to the life, health or safety of the tenant (such as an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities), the tenant may terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord. To terminate the agreement and request a refund, the tenant must provide a written notice of termination no later than seven days after the tenancy started. If, upon receipt of notice, the landlord agrees such hazardous condition exists, the landlord must refund all deposits and rent paid within 15 business days of being notified or of the tenant vacating the unit, whichever occurs later. ([§55.1-1234.1](#))

The landlord may, in a written notice provided to the tenant, state that the termination is unjustified and refuse to accept the tenant's termination of the lease. A tenant who has vacated the unit (or never moved in initially) may then challenge the landlord's refusal in court. The prevailing party shall be entitled to recover reasonable attorney fees. ([§55.1-1234.1](#))

Notification of Rent Increase:

If a lease contains an option to renew or an automatic renewal provision, a tenant must be notified in writing of a rent increase at least 60 days before the end of the lease term. This only applies when a landlord owns more than four rental units or more than 10% percent interest in more than four rental units in the Commonwealth. ([§55.1-1204\(K\)](#))

Eviction:

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. ([§§55.1-1245, 1252](#)). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. ([§44-209](#))

Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:

A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing within five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing within 10 days of the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. ([§55.1-1243.1](#)) If a tenant is excluded from the unit because the unit was condemned, the tenant may sue the landlord for actual damages. The landlord must return any prepaid rent, security deposit, and rent paid after the unit was condemned. ([§55.1-1243.2](#))

Domestic Violence— Right to Change Locks:

If a tenant has obtained an order from a court under [§16.1-279.1](#) (for family abuse) or [§20-103](#) (for apprehension of physical harm by a family or household member) that excludes someone else from the premises, the tenant may provide the landlord with a copy of that court order and request that the landlord either install a new lock or other security devices on the exterior doors of the unit or permit the tenant to do so.

The tenant shall provide a duplicate copy of all keys and instructions for the operation of all devices to the landlord. The new lock/security device must not cause permanent damage to the dwelling unit, and the tenant shall be responsible for the cost of installing the lock/security device, reasonable costs incurred to remove the device(s), and all damage upon termination of the lease. ([§55.1-1230](#))

Domestic Violence—Right to Terminate the Lease:

A tenant who is a victim of family abuse as defined by [§16.1-228](#), sexual abuse as defined by [§18.2-67.10](#), or other criminal sexual assault may terminate their lease if:

1. The tenant has obtained an order of protection under [§16.1-279.1](#) (for family abuse), OR a permanent protective order under [§19.2-152.10](#) (general protective order) against the perpetrator, OR the perpetrator has been convicted of any of the above crimes against the tenant, AND
2. The tenant provides the landlord with a written notice of termination that includes copy of the order of protection or the conviction order.

The lease shall be terminated 30 days after the tenant provides the landlord with the written notice. The rent must be paid at the normal time through the effective date of the termination. ([§55.1-1236](#))

Redemption (Pay & Stay):

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice of this limitation. ([§55.1-1250](#))

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. ([§36-96.1 et seq](#), [HUD FHEO-2020-1](#))

Tenant Responsibilities

Rent:

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. ([§55.1-1204](#))

Late Fees:

If rent is not paid on time, the tenant must pay a late fee only if the lease requires one. A late fee can be no more than 10% of the monthly rent or 10% of the unpaid balance owed by the tenant, whichever is less. ([§55.1-1204\(E\)](#))

Insurance:

A tenant may be required to have and pay for renters insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. ([§§55.1-1206, 1208](#))

Access:

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance and must perform the maintenance within 14 days. If the tenant requests maintenance, notice is not required. ([§55.1-1229](#))

Maintain Fit and Habitable Premises:

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. ([§55.1-1227](#))



Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

In accordance with [§55.1-1204](#) of the Code of Virginia, the Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website (www.dhcd.virginia.gov/landlord-tenant-resources) pursuant to [§36-139](#) Code of Virginia. The Statement of Tenant Rights & Responsibilities is current as of the date below.

The statement of the tenants' rights and responsibilities was provided to the tenant on:

For property address:

The tenant:

Signed this acknowledgment of receipt of the statement of tenants' rights and responsibilities

Did not sign this acknowledgement of receipt of the statement of tenant's rights and responsibilities

_____ Landlord Signature	_____ Printed Name	_____ Date
_____ Landlord Agent (if applicable)	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date
_____ Tenant Signature	_____ Printed Name	_____ Date



Changing Housing, Changing Minds, Changing Lives

530 E Pinner Street, Suffolk, Virginia 23434
P: 757-539-2100 F: 757-539-5184 TDD 757-538-2886

Owner/Agent/Payee Information for Housing Choice Program (Section 8)
Participating Property Owners

Property Owner:

Name of Property Owner: _____

Co Owner (if applicable): _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Owner 's Social Security Number or Fed. Tax ID: _____

(as provided on the Federal Form W-9)

Phone Number: Home: _____ Business: _____

Agent:

Authorized Agent (if applicable): _____

Address of Agent: _____

City: _____ State: _____ Zip: _____

Phone Number: Home: _____ Business: _____

Payee:

Please issue the Housing Assistance Payment Check per applicable selection below: (Please check one)

() Issue and deposit HAP check in agent/company account

() Issue and deposit HAP check in owner's account

Property Owner's Signature: _____ Date: _____

Agent's Signature: _____ Date: _____

(if applicable)



530 E Pinner Street, Suffolk, Virginia 23434
P: 757-539-2100 F: 757-539-5184 TDD 757-538-2886

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

I (We) hereby authorize SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY to deposit monthly HCV Housing Assistant Payments (HAP) to the account listed below.

I (We) hereby authorize the SUFFOLK REDEVELOPMENT AND HOUSING and the financial institution listed below to initiate credit entries to my (our) account and if necessary make adjustments or reverse deposits for any month made to my account in error.

I (We) understand that this authorization will remain in full effect until the SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY receives written notice of cancellation from Me or either of Us, the financial institution or a new authorization form is received and in such manner as to afford SUFFOLK REDEVELOPMENT AND HOUSING AUTHORITY and financial institution a reasonable opportunity to act on it.

I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Please complete and mail or drop off this form and a voided check to our Finance Department located at:

Suffolk Redevelopment and Housing Authority
Attn: Ms. Schultz
530 E. Pinner Street
Suffolk, VA 23434

Financial Institution Name: _____

Name on Account: _____

Account Number: _____

Routing Number: _____

New _____

Cancellation _____

Change of account information _____

Attach Voided Check

Owner/Agent

Joint

Company _____

Tax ID# (SSN/FEIN) _____

Tax ID# (SSN/FEIN) _____

Name(s) _____

Signature (s) _____

Email Address: _____

Phone#: (_____) _____

Phone#: (_____) _____

Date _____

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
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or											
Employer identification number											
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



Changing Housing, Changing Minds, Changing Lives

530 E Pinner Street, Suffolk, Virginia 23434
P: 757-539-2100 F: 757-539-5184 TDD 757-538-2886

Owner Screening

Suffolk Redevelopment and Housing Authority have not screened the family's behavior or suitability for tenancy of your rental property. Such screening is the owner's responsibility.

When a prospective renter contacts you, evaluate them as you would any other renter. Owners must apply the same standards of tenant selection to any family who applies, whether that family is a prospective Section 8 renter or not. Make sure that your renter selection standards are based on objective, business-related considerations, such as previous history of non-payment, damages to unit or disturbances of neighbors.

Tenant selection should not be based on race, color, religion, sex, familial status, disabilities or any other discriminatory factors. Apply the same diligence in screening a Section 8 potential tenant as you would any other potential tenant.

The Suffolk Redevelopment and Housing Authority can provide you with any previous leasing information, which has been made available to us, with a written authorization from the tenant. This information has not been verified, however, we are offering it to you to assist with your screening process.

Previous Leasing information:

Program Participant: _____

Current Address: _____

Current Landlord:

Name: _____

Address: _____

Phone #: _____ Phone#: _____

Previous Landlord:

Names: _____

Address: _____

Phone#: _____ Phone#: _____

New NSPIRE Inspection Protocol

The Department of Housing and Urban Development is implementing the National Standards for the Physical Inspection of Real Estate (NSPIRE) to replace the Housing Quality Standards (HQS). NSPIRE has NEW requirements that Suffolk Redevelopment & Housing Authority will implement with all inspections beginning **October 1, 2024**. This notice provides important information to help you prepare for these changes and avoid delays in the inspection process.

- ✓ Smoke detectors with sealed batteries or hard-wired are required in ALL bedrooms and halls.
- ✓ All units with a gas fired appliances/water heaters or connected garages must have a Carbon Monoxide Detector
- ✓ The unit must be empty/vacated by the previous tenant. (Unit must be in Move-In Condition) → Utilities (water, gas, electric) must be turned on for the completion of the inspection.
- ✓ There is no chipping or peeling paint inside or outside the unit.
- ✓ The stove must be clean in working order and secured.
- ✓ The refrigerator must be clean and in working order with a good door seal. → If there is an existing heating/cooling system, it must be in working condition.
- ✓ Hot and cold running water in the kitchen and bathroom(s).
- ✓ There must be a shower or bathtub that works. → There must be a 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 P-traps to prevent sewer gas from leaking into the unit.
- ✓ All windows and exterior doors should open and close as designed and must have working locks and screens. Double-key deadbolts 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 (GFCIs) must work properly. All outlets within six feet of water must be GFCI-protected.
- ✓ There must not be any missing, broken, or cracked windows.
- ✓ Bedrooms must have a working window or door for egress. The window must stay open on its own. All windows and sliding doors must have screens.
- ✓ The roof must not leak. Indications of a leak are discolorations or stains on the ceiling.

Sex Crime Release of Information

In accordance with HUD Federal Regulations the Housing Authority has to perform Sex Crime Background checks on all applicants. I hereby authorize the Suffolk Redevelopment and Housing Authority to obtain a Sex Offenders and Crimes against Minors check on me. I understand that Suffolk Redevelopment and Housing Authority have a zero tolerance approach. **I certify that I have not committed any type of Sexual Crime as defined below.**

Sexually Violent Crimes: Abduction for immoral purposes, Rape, Forcible Sodomy, Object Sexual Penetration, Aggravated Sexual Battery, Attempted Rape, Forcible Sodomy, Inanimate Object Sexual Penetration.

Sexual Crimes: Crimes against nature, adultery and fornication by persons forbidden to marry incest, taking indecent liberties with children, taking indecent liberties with person in custodial or supervisory relationship, production, publication, sale, possession with intent. Abduction, abduction for immoral purpose, carnal knowledge with minors, marital sexual battery, attempted aggregated sexual battery, enter dwelling with intent to rape to include all subsequent convictions.

Print Name: _____

Social Security: _____ Age _____

Signature: _____

Housing Authority Use Only:

Results: () Nothing Found Initials: _____ Date: _____

 () Found Initials: _____ Date: _____

 () Eligible () Ineligible

- ✓ The water heater tank must have a temperature pressure relief valve with a 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 has holes that can cause someone to trip.
- ✓ If there are stairs and railings, they must be secure.
- ✓ Four exterior stairs must have handrails 34 inches to 38 inches from the ground.
- ✓ All security bars must have a quick-release mechanism on all windows.
- ✓ The unit must be free from roaches and rodents.
- ✓ All pools MUST have a security fence at least 48 inches high.

For more information on NSPIRE visit www.hud.gov/program_offices/public_indian_housing/reac/nspire or email Corey Duncan at cduncan@suffolkrha.org or Donna Whitfield at dwhitfield@suffolkrha.org, you can also call (757) 539-2100-4100 ext. 117 or 121

Thank you for your efforts to ensure compliance with the Federal standards. Your continued partnership with Suffolk Redevelopment & Housing is appreciated and contributes positively to our community.

Suffolk Redevelopment & Housing Authority
530 Pinner Street
Suffolk, VA 23437
(757)539-2100
www.suffolkrha.org



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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

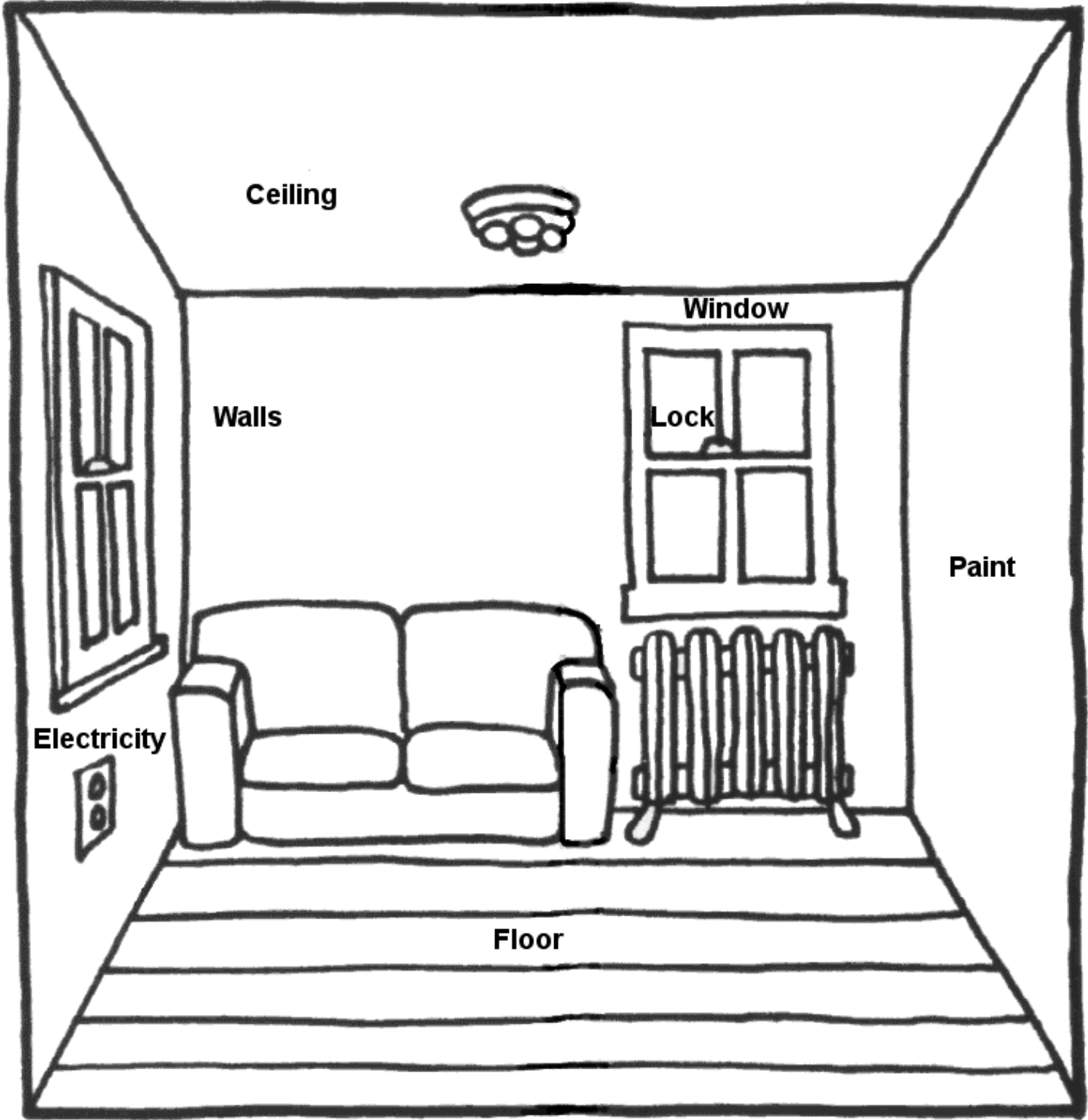
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



Ceiling



Window

Walls

Lock

Paint

Electricity



Floor

2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

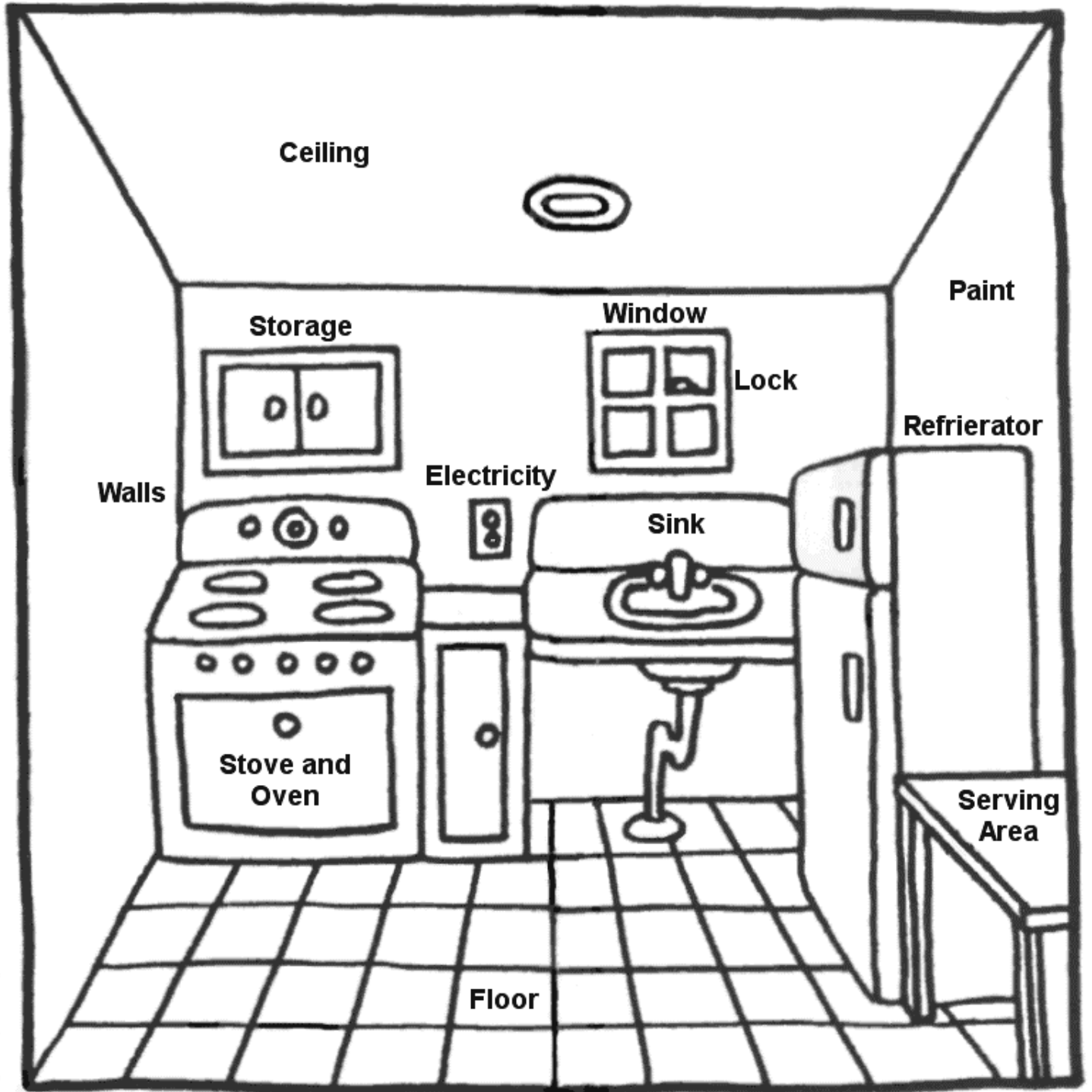
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

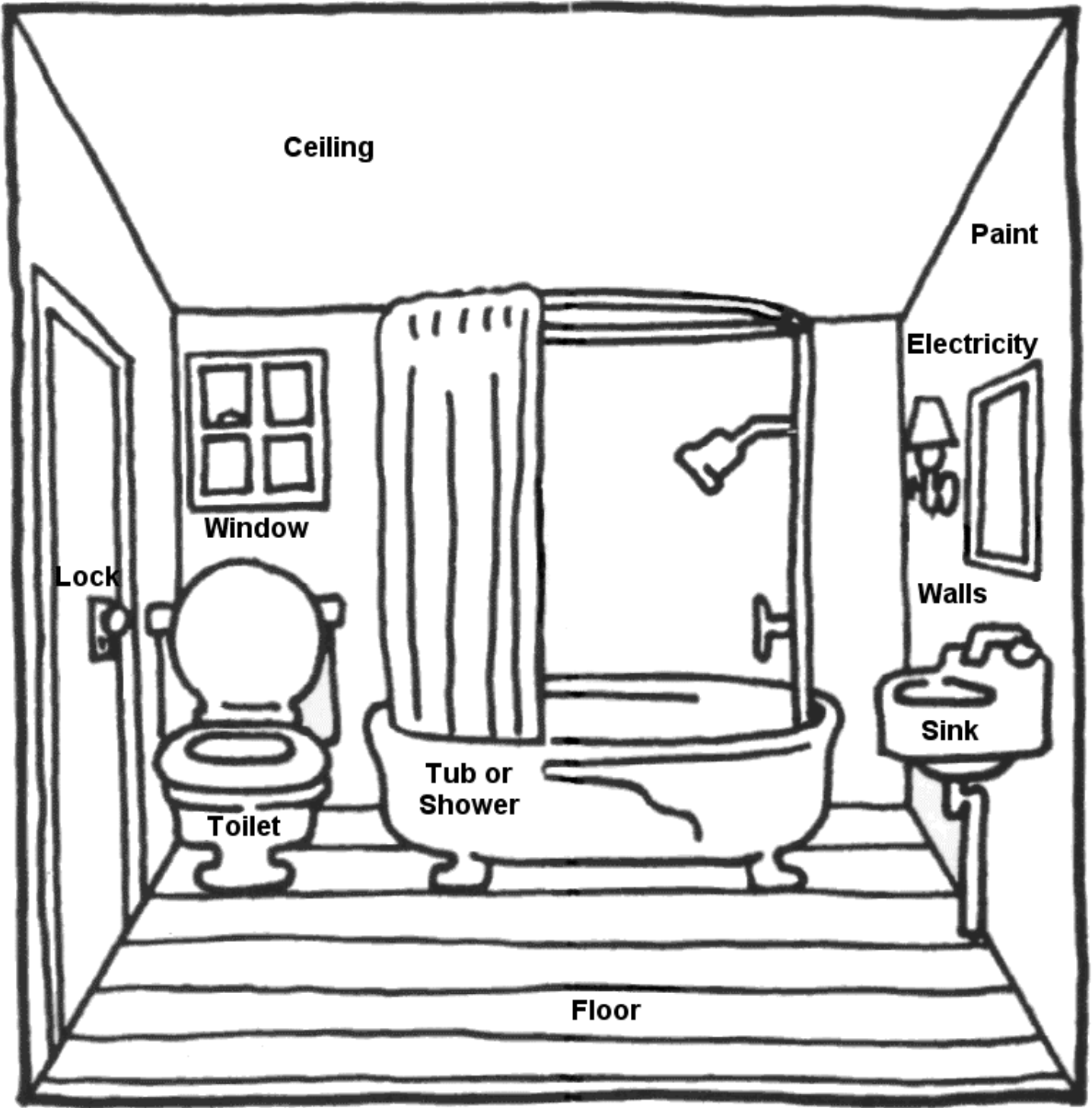
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



Ceiling

Paint

Electricity

Window

Lock

Walls

Toilet

Tub or Shower

Sink

Floor

4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

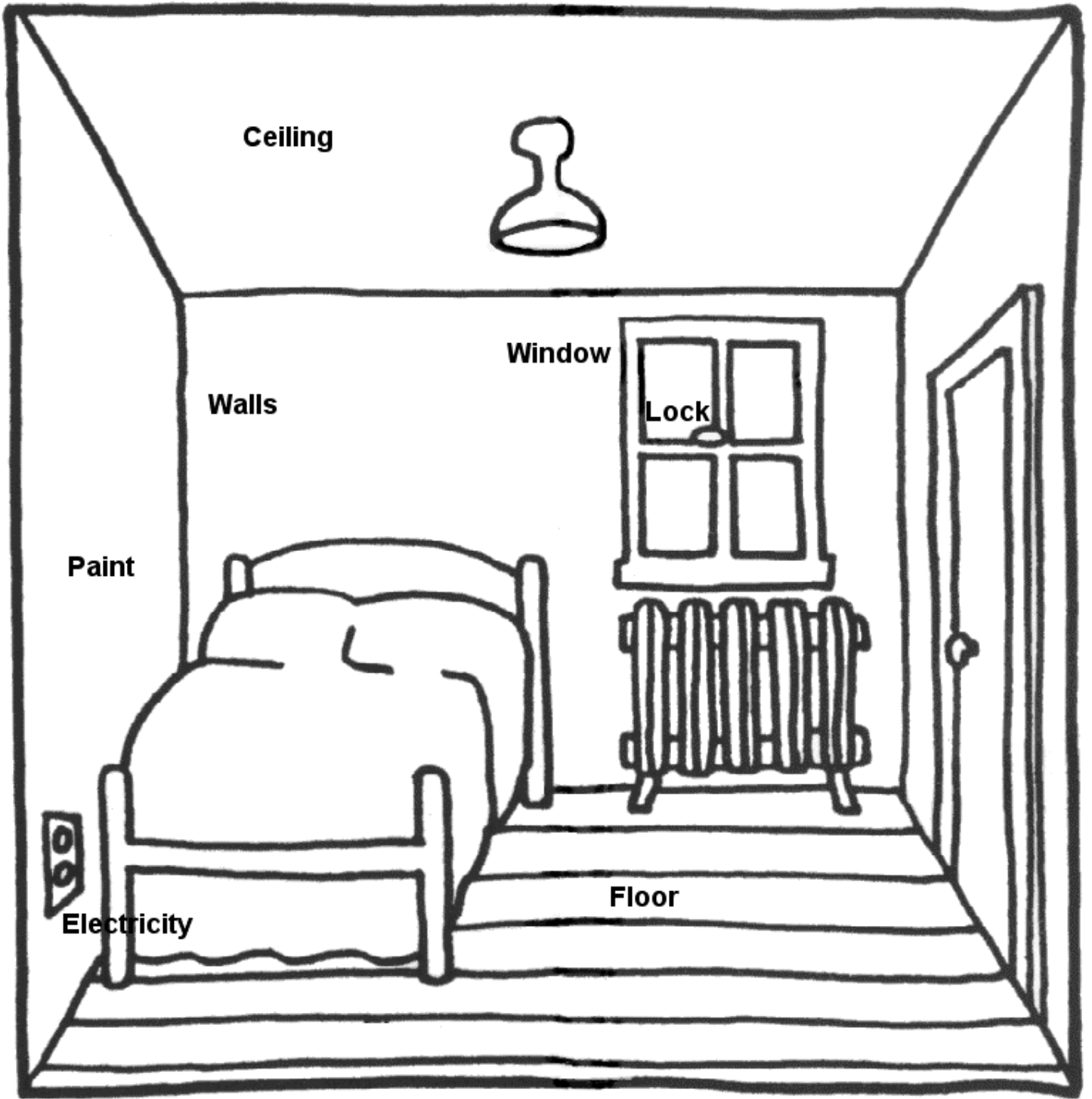
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



Ceiling

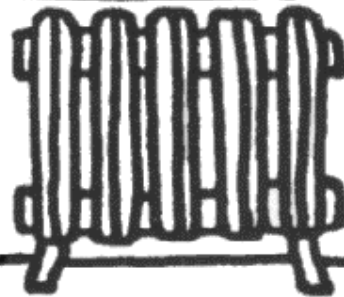
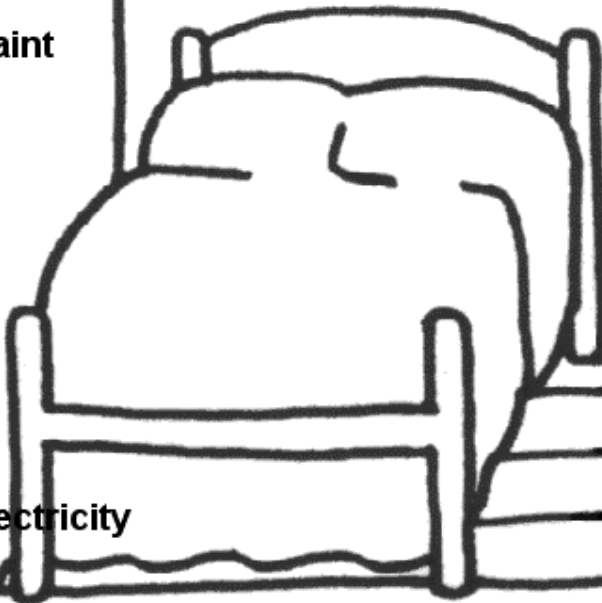


Window

Walls

Lock

Paint



Electricity

Floor

5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

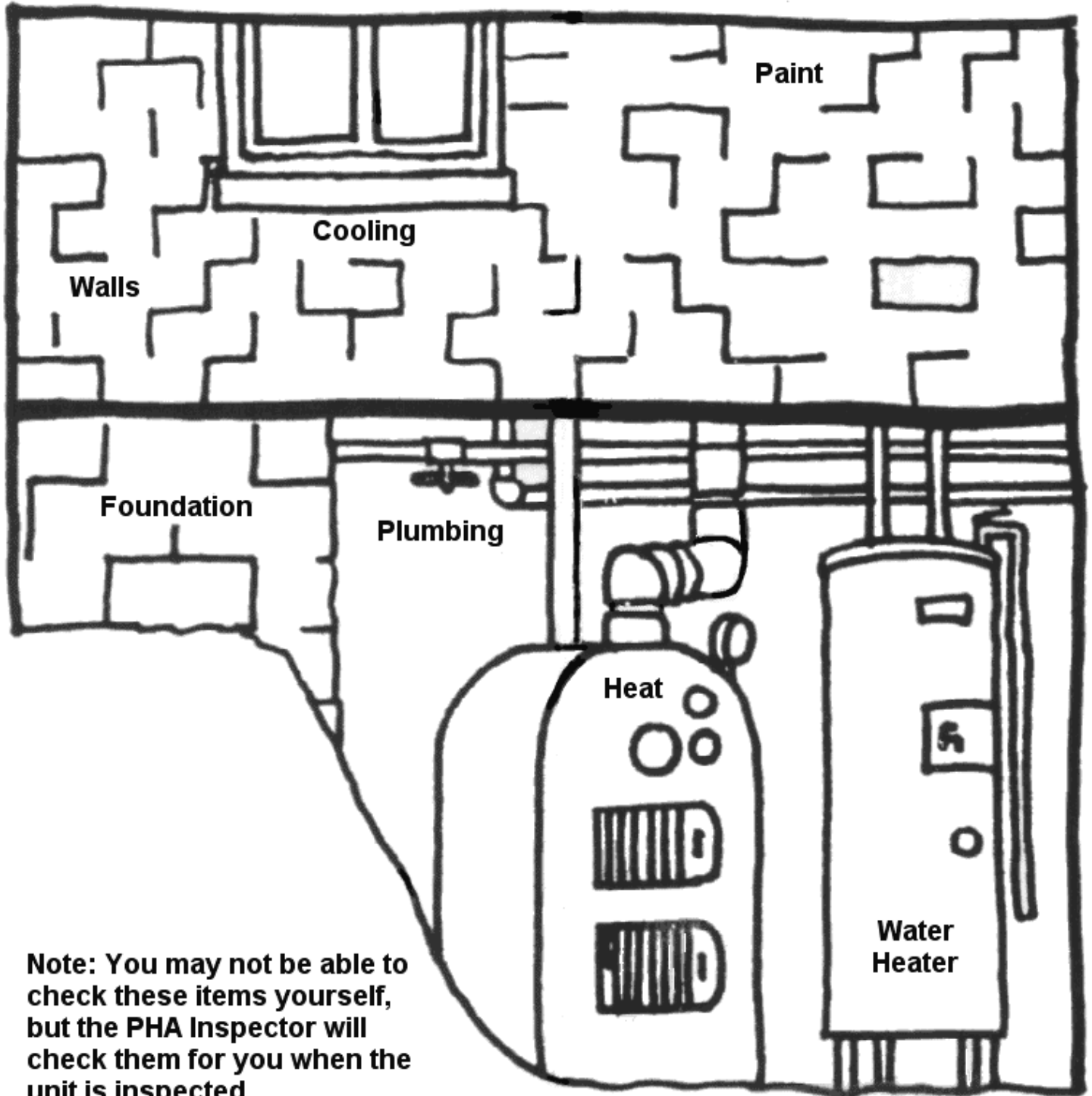
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

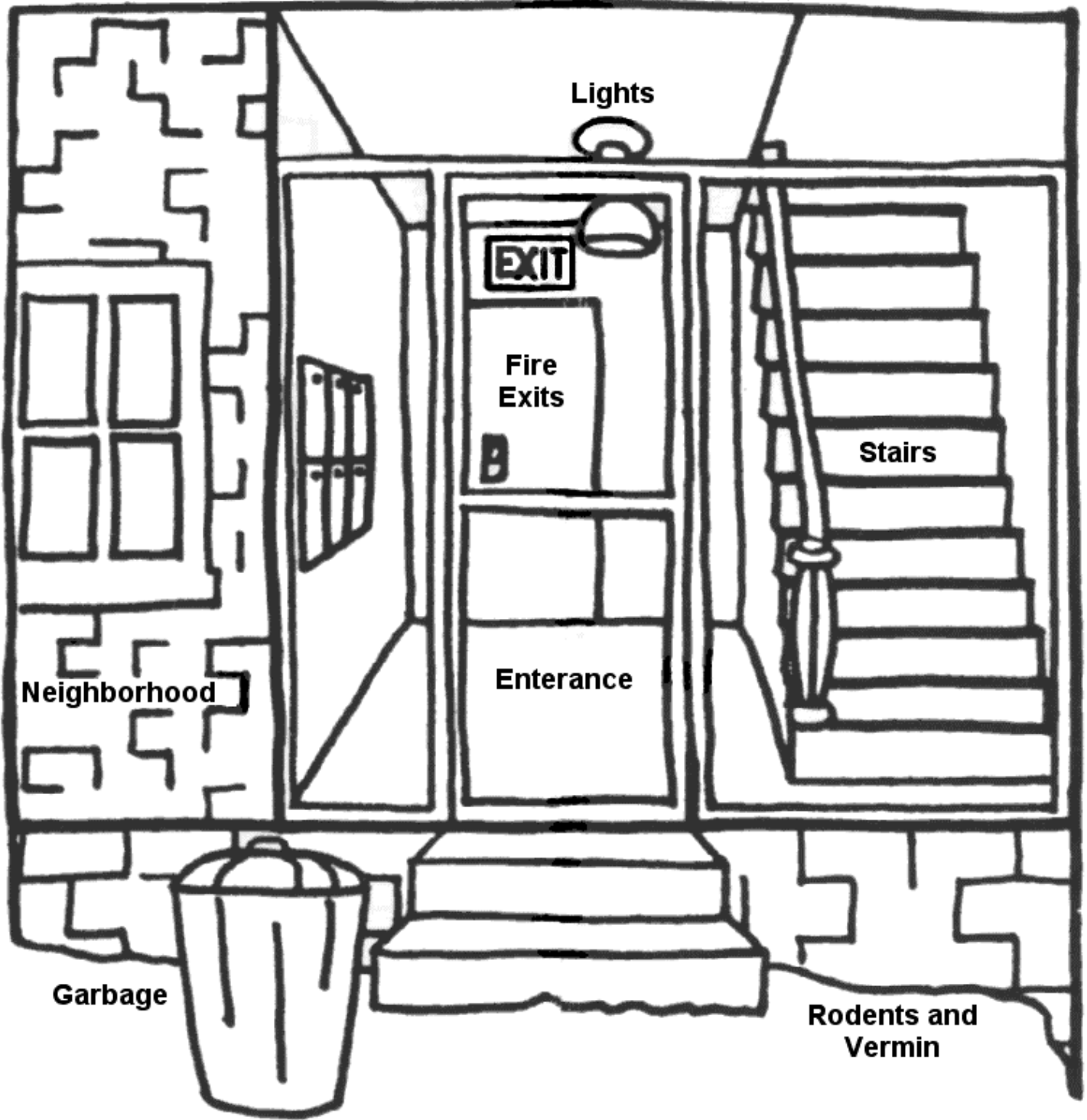
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
--Are there stores nearby?
--Are there schools nearby?
--Are there hospitals nearby?
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner:

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.