

# Landlord Handbook

*Guide to the Section 8 Housing Choice Voucher  
Program for Landlords*



Dane County Housing Authority

2917 International Lane, Suite #201, Madison, WI 53704

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# Dane County Housing Authority

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Ph.: (608) 224-3636 ■ Fax: (608) 224-3632

Dear Landlord,

Thank you for your interest in the Dane County Housing Authority (DCHA) Section 8 Housing Choice Voucher (HCV) program.

We appreciate your participation in providing decent, safe, and affordable housing for our elderly, disabled, and low-income families. We have included the following documents to explain the Section 8 program and DCHA's procedures. You can also find information for landlords on our website, [www.dcha.net/landlord-info](http://www.dcha.net/landlord-info).

- (1) DCHA Staff Directory
- (2) Section 8 Housing Choice Voucher Program / How Does the Section 8 Program Work?
- (3) A copy of the Dane County Fair Housing Ordinance
- (4) **Example** Voucher
- (5) **Example** Family Pledge of Responsibility (tenant obligations)
- (6) DCHA's Payment Standards & Utility Allowances - explanation and copies of UA schedules for Duplex & Row House properties, Multi-Unit properties, and Single-Family House properties. The most up-to-date payment standard & utility allowance information can always be found on our website at [www.dcha.net/payment-standards](http://www.dcha.net/payment-standards).
- (7) **Example** Request for Tenancy Approval (RFTA) form
- (8) Important Information for Landlords
- (9) **Example** Housing Assistance Contract
- (10) Vacancy Listing Form – Landlords may list their vacancies with DCHA for free to be advertised to our voucher-holders and others looking for housing in Dane County. Fill out and return this form if you wish to list a vacancy with us.



EQUAL HOUSING  
OPPORTUNITY



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## DCHA Staff Directory

*The following are the position titles and contact details for DCHA's staff.  
Contact information is also available on our website's contact page,  
at [www.dcha.net/contact](http://www.dcha.net/contact).*

### **Karyn Knaak**

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#### ***Section 8 Coordinator***

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#### ***Housing & Portability Specialist***

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### **Heather Corcoran**

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#### ***Housing Specialist***

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#### ***FSS Coordinator***

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## **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

The Section 8 Housing Choice Voucher (HCV) program, funded by the Department of Housing and Urban Development (HUD), is the federal government's major program in assisting very low-income families, the elderly, and the disabled in renting decent, safe, and sanitary housing in the private market. Participants in the Section 8 program are able to find and rent privately owned housing, including single-family homes, townhouses, and apartments. Landlords should enforce the lease just as they would with any other tenant and screen applicants who are Section 8 voucher holders just as they would any other applicant. Landlords **may not deny a prospective tenant because they are a Section 8 voucher holder**, as per Dane County's Fair Housing Ordinance.

Rental assistance is provided on behalf of the family or individual in the form of Housing Assistance Payments (HAP), which are made directly to the landlord. There are two housing authorities in Dane County. Dane County Housing Authority (DCHA) serves all municipalities in Dane County except for the City of Madison. The Community Development Authority (CDA) serves the City of Madison. HUD sets national regulations; however, individual housing authorities do have flexibility on many policies, which become a part of their administrative plan.

### **HOW DOES THE DCHA SECTION 8 PROGRAM WORK?**

1. An applicant must be a U.S. citizen or non-citizen with eligible immigration status, low income, and have a household composition consisting of a family of 2 or more persons where the head of household, spouse/co-head is 18 years of age or older; **OR** a single person who is either over 62 or disabled. The family completes an application while the waiting list is open and may then be placed on a waiting list. The wait can vary from several months to a year or more.
2. When the applicant's name comes to the top of the waiting list, DCHA contacts the applicant via mail to verify continued interest in the program. The applicant and all other adults who will reside in that household must pass DCHA's background criminal screening. If any adult in the household has a felony charge of illegal drug activity and/or violent criminal behavior within the past three years, or a habitual history of such activity, they will be denied Section 8 assistance.
3. Next, the family meets with DCHA's Eligibility Specialist, who verifies their eligibility for the program based on family composition and income. If the applicant is approved, they go through a briefing process to learn the rules of the Section 8 program. They are then issued a voucher and can begin shopping for a unit.

4. If a family has a Section 8 subsidy, that only means they qualify for financial assistance. To use the assistance, they first need to pass a landlord's screening process for leasing up. Landlords **must** screen Section 8 applicants the same way they screen other applicants. Federal law does not allow the Housing Authority to do this. Landlords also **cannot deny a prospective tenant based on their receiving Section 8 assistance** according to the Fair Housing Ordinance in place in Dane County (attached after this section). **Do not fill out the Request for Tenancy Approval (RFTA) form until after you have approved their application.**
5. HUD sets payment standards for the bedroom size (number of bedrooms) a family is certified as eligible for. The most up-to-date payment standards can be found on our website at [www.dcha.net/payment-standards](http://www.dcha.net/payment-standards). The payment standard represents the amount of rent plus the utilities the tenant is responsible for, based on the Housing Authority's Utility Allowances. If a family rents a unit within the payment standards, their share of the rent will be 30% of their monthly-adjusted income. The Housing Choice Voucher program does allow flexibility for the family to rent above the payment standards, as long as their share of the rent doesn't exceed 40%. Because of this regulation, our staff may need to negotiate the amount of rent you wish to charge. The family's rent share also changes when their income or family circumstances change.
6. Once the landlord approves the family to rent an apartment, the landlord fills out a Request for Tenancy Approval (RFTA) form and submits it along with a copy of the completed unsigned lease to DCHA. Both the landlord and the pre-screened, approved applicant **must sign** the RFTA. Due to the time required to process new lease-ups, DCHA requires that the completed RFTA be submitted to us by the **8<sup>th</sup> of the month** in order for assistance to be guaranteed to begin the following month (i.e., by the 8<sup>th</sup> of January for a February 1<sup>st</sup> move-in date). We can grant extensions to this deadline if time permits, but cannot guarantee assistance to begin on the first of the following month if the RFTA is received after the 8<sup>th</sup>.
7. DCHA must pre-approve the lease. The apartment rent **must be comparable to rents charged for similar units in the area**. The landlord and the tenant must **not** sign the lease until the Housing Authority gives approval. The initial lease term must be for **at least one year**. Please contact our office if you have any questions regarding this issue. We will work with you to meet the lease-up date.
8. If the rent is approved, DCHA will schedule an inspection of the unit to determine if the unit meets HUD's Housing Quality Standards (HQS), ensuring that the unit is a decent, safe, and sanitary place to live. HUD also requires housing authorities to conduct annual inspections. Landlords are notified by mail of the date and time of these inspections; however, it is not required that the landlord be there. The annual inspection provides a mechanism for landlords to know if there are any problems and that their property is taken care of.

9. Finally, all documents, including: the lease, the Section 8 Housing Assistance Payment (HAP) contract, and Addendum are mailed to the landlord. The landlord must themselves sign the HAP contract, approved lease, and any addenda. The landlord must also secure the tenant's signature where required on the approved lease and any addenda. We will be able to release the HAP disbursement directly to the landlord once we receive the signed lease and contract. The initial payment may be late depending on the inspection and paperwork schedule. If the check is delayed due to timing, we issue mid-month checks. The family pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

It is important to note that the tenant is **ONLY responsible for paying their own rent portion**. If there are any delays or other problems with the receipt of HAP, you **MUST NOT ask the tenant to pay the unpaid amount, charge the tenant late fees, or issue the tenant an eviction notice**. Please contact DCHA's office and NOT the tenant for any questions or concerns about HAP or if you have at any point not received HAP funds as expected.

10. **ACH DEPOSIT:** Beginning in March of 2009, DCHA began sending our HAP checks via ACH electronic deposit. Attached to this handbook is the ACH form we need you to complete in order to set up your account for electronic deposit. Please complete it and return it, along with a voided check, to us. The HAP amount will be deposited into your account on or about the first business day of the month. If you would like to update the bank account DCHA has on file for you, please contact Anders Walkington at [awalkington@dcha.net](mailto:awalkington@dcha.net).
11. DCHA does not determine the amount of security deposit the landlord may collect. The tenant is responsible for the payment of a security deposit. DCHA is **not** responsible for unpaid rent, damages, or other amounts owed by the tenant under the lease. **Landlords enforce the lease just as they do for other unsubsidized tenants.**
12. The landlord may request a rent increase to take effect on or after the anniversary date of the contract. Increases **may only occur once in a 12-month period**.
13. Landlords may terminate leases for the following reasons:
  - a. Serious or repeated violation of the terms and conditions of the lease
  - b. Violation of federal, state, or local laws that impose obligations on the tenant in connection with the unit
  - c. Other good cause
  - d. Per Wisconsin state statutes, the landlord may non-renew any tenant at the end of a lease period, with or without cause.

The tenant may terminate the lease as allowed by the Lease Addendum or by Mutual Agreement with the landlord during the term of the lease.

***A copy of all eviction notices (5-day, 14-day, summons, replevin, etc.) should be sent to DCHA. The landlord must notify DCHA in writing that they are seeking to terminate the tenancy at the same time the tenant is notified.***

**CHAPTER 31  
FAIR HOUSING**

- 31.01 Title.  
 31.02 Intent.  
 31.03 Definitions.  
     [31.04 - 31.09 reserved.]  
 31.10 Discrimination Prohibited.  
 31.11 Exceptions.  
 31.12 Interference with Rights Prohibited.  
 31.13 Inducement of Panic Sales.  
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 31.15 Requiring Disclosure Of Social Security  
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     [31.16 - 31.19 reserved.]  
 31.20 Enforcement.  
 31.21 Private Rights Reserved.  
 31.22 Rights of Owner or Agent.  
 31.23 Accessibility of Physically Impaired.  
 31.24 Written Reasons for Denial of Tenancy.  
     [31.25 - 31.89 reserved.]  
 31.90 Damages and Penalties.  
     [31.91 - 31.94 reserved.]  
 31.95 Severability.  
     [31.96 - 31.98 reserved.]  
 31.99 Effective Date.

**31.01 TITLE.** This ordinance may be cited as the Dane County Fair Housing Ordinance.

**31.02 INTENT.** It is the intent of this chapter to render discrimination in housing unlawful. It is the declared policy of the County of Dane that all persons shall have an equal opportunity for housing regardless of race, gender, age, religion, color, national origin, ancestry, marital status, domestic partnership status, family status, mental illness, disability, physical appearance, lawful source of income, receipt of housing or rental assistance, student status, arrest or conviction record, sexual orientation, military discharge status, political beliefs, status as a victim of domestic abuse as defined in sec. 813.12(1)(am), Wis. Stats., or the person is associated with a tenant union. This chapter shall be deemed an exercise of the police powers of the County of Dane for the protection of the welfare, health, peace, dignity and human rights of the people of this county, and as a fulfillment of the legislative directive of sec. 66.1011, Wis. Stats.

**[History:** am., OA 20, 1992-93, pub. 12/30/92; am., OA 11, 2001-02, pub. 11/21/01; am., Sub. 4 to OA 22, 2008-09, pub. 09/18/09; am., OA 5, 2012-13, pub. 06/20/12; am., 2015 OA-15, pub. 09/17/15.]

**31.03 DEFINITIONS.** As used in this chapter, the following words and phrases have the meanings indicated, unless the context clearly requires otherwise:

**(1) *Arrest record*** includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

**(2) *Conviction record*** includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority. In addition, *conviction record* relating to discrimination in housing, shall also include information indicating that a person has been convicted of a civil ordinance violation (forfeiture).

**(3) *Disability*** means any physical or mental impairment as defined in s. 106.50(1m)(g), Wis. Stats., or developmental disability as defined in sec. 51.01(5)(a), Wis. Stats., or federal law, and includes the presence of service animals as defined by s. 106.52(1)(fm), Wis. Stats.

**(4) *Discriminate* and *discrimination*** mean to segregate, separate, exclude or treat any persons unequally because of race, gender, age, religion, color, national origin, ancestry, marital status, domestic partnership status, family status, mental illness, physical condition, appearance, lawful source of income, receipt of housing or rental assistance, student status, arrest or conviction record, sexual orientation, military discharge status, political beliefs, status as a victim of domestic abuse as defined in sec. 813.12(1)(am), Wis. Stats., and association with or formation of a tenant union in apartments or mobile home parks or communities.

**(5) *Domestic partnership status*** means being in a relationship with an adult of the same or opposite sex with whom the person seeking to rent or purchase housing is living with in a non-marital committed relationship and with whom he or she intends to share a common residence and responsibility for each other's common welfare. Registration of a Declaration of Domestic Partnership in conformance with Chapter 60, Dane Co. Ords., or other similar domestic registry is *prima facie* evidence of domestic partnership status.



**(6)** *Family status* means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member of the person's household regardless of the person's marital status:

**(a)** A person is pregnant.

**(b)** A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.

**(c)** A person's household includes one or more minor or adult relatives.

**(d)** A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.

**(e)** A person's household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

**(7)** *Gender identity* has the meaning set forth in section 19.04(7)(a).

**(8)** *Housing* means any improved property, including any mobile home as defined in sec. 66.0435(1)(d), Wis. Stats., which is used or occupied, or is intended, arranged or designed to be used or occupied, as a home, apartment or residence.

**(8a)** *Lawful source of income* is given the same meaning as defined in Wis. Admin. Code DWD § 220.02.

**(9)** *Marital status* means being married, divorced, widowed, separated, single or a cohabitant.

**(10)** *Military discharge status* means the type of discharge from military service, whether honorable, general, dishonorable, administrative or otherwise, held by a former member of the United States military. For purposes of this ordinance, it also includes a current member's active duty status.

**(11)** *Physical appearance* means the outward appearance of any person irrespective of gender, with regard to weight, height, facial features or other aspects of appearance which are beyond the person's control and which are not based on recognized religious practices.

**(12)** *Political beliefs* means an individual's opinion, manifested in speech or association, concerning the social, economic and governmental structure of society and its institutions. This ordinance shall cover all political beliefs, the consideration of which is not preempted by state or federal law.

**(12a)** *Receipt of rental or housing assistance* means the receipt of any form of financial contribution from a third party for the purposes of creating or keeping affordable housing for tenants, purchasers, or other potential housing recipients, including but not limited to, assistance provided pursuant to Title 42, United States Code, section 1437f (commonly known as the "Section 8" housing program), the HOME Partnership Program, or the Community Development Block Grant program.

**(13)** *Religion* includes all aspects of religious observance and practice, as well as beliefs.

**(14)** *Relative* means a parent, grandparent, great grandparent, stepparent, step grandparent, brother, sister, child, stepchild, grandchild, step grandchild, great grandchild, first cousin, second cousin, nephew, niece, uncle, aunt, stepbrother, stepsister, half brother or half sister or any other person related by blood, marriage or adoption.

**(15)** *Sexual orientation* includes homosexuality, heterosexuality, bisexuality and gender identity by preference or practice.

**(16)** *Student status* means having or not having standing as an enrollee of a public or private high school, college, university, technical college, accredited trade school or apprenticeship program.

[**History:** (2) am. and (6) cr., OA 20, 1992-93, pub. 12/30/92; (2) am. and (7) and (8) cr., OA 11, 2001-02, pub. 11/21/01; (2) am., Sub. 1 to OA 7, 2006-07, pub. 09/22/06, eff. 04/01/07; 31.03 rep. & recr., Sub. 4 to OA 22, 2008-09, pub. 09/18/09; (4) am., OA 5, 2012-13, pub. 06/20/12; (4) am., (8a) and (12a) cr., 2015 OA-15, pub. 09/17/15.]

[31.04 - 31.09 reserved.]

**31.10 DISCRIMINATION PROHIBITED.** It shall be unlawful for any person to discriminate:

**(1)** by refusing to sell, lease, finance or contract to construct housing or by refusing to discuss the terms thereof;

**(2)** by refusing to permit or to falsely represent that a dwelling is not available for inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing;

**(3)** by refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such a lot;

**(4)** by publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign in connection with the sale, financing, lease or rental of housing, which states or indicates any



preference or discrimination in connection with housing;

(5) for a person in the business of insuring others against hazards, to refuse to enter into, or to exact different terms, conditions or privileges with respect to a contract for insurance against hazards to a dwelling;

(6) by refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant; or

(7) by deliberately and willfully submitting, filing, issuing, publishing, requiring the use of or otherwise utilizing any document evidencing a transfer of real estate interests which contains a provision, covenant or restriction that discriminates.

[History: (2) and (4) am., OA 12, 2001-02, pub. 11/21/01; (7) am., Sub. 4 to OA 22, 2008-09, pub. 09/18/09.]

**31.11 EXCEPTIONS.** (1) Nothing in this chapter shall prohibit discrimination:

(a) on the basis of age in relation to housing designed to meet the needs of elderly individuals;

(b) on the basis of physical condition or mental illness in relation to housing designed specifically to meet the needs of persons with physical impairments or developmental disabilities;

(c) on the basis of student status in relation to housing devoted to meeting the needs of students;

(d) on the basis of age with respect to any person less than 18 years old who is seeking to purchase, lease, finance or construct housing; or

(f) on the basis of gender where such housing is devoted exclusively to members of one sex.

(2) It is not discrimination based on family status to comply with any federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.

(3) A person who has received written notice from a municipality that a drug nuisance under s. 823.113, Wis. Stats., or a chronic nuisance as defined by its municipal ordinance, exists on property for which the person is responsible as owner may take action to eliminate the nuisance within the provision of said municipal ordinance including, but not limited to, eviction of residents, provided such action is not a subterfuge to evade the provisions of this ordinance.

[History: am., OA 11, 2001-02, pub. 11/21/01; (1)(e) am. and (3) cr., Sub. 4 to OA 22, 2008-09, pub. 09/18/09; (1)(d) am., (1)(e) rep., 2015 OA-15, pub. 09/17/15.]

**31.12 INTERFERENCE WITH RIGHTS PROHIBITED.**

No person may coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of any right granted or protected by this chapter, or with any person who has aided or encouraged another person in the exercise of any right granted or protected by this chapter.

**31.13 INDUCEMENT OF PANIC SALES. (1)**

No person may induce or attempt to induce any person to sell, rent or lease any dwelling by representations regarding the present or prospective entry into the neighborhood of a person or persons of a particular race, gender, age, religion, color, national origin, ancestry, marital status of the person maintaining a household, family status, mental illness, physical condition, appearance, lawful source of income, student status, arrest or conviction record, sexual orientation, military discharge status, or political beliefs, or by representations to the effect that such present or prospective entry will or may result in:

(a) the lowering of real estate values in the area concerned;

(b) a deterioration in the character of the area concerned;

(c) an increase in criminal or antisocial behavior in the area concerned; or

(d) a decline in the quality of the schools or other public facilities serving the area.

[History: (1) am., OA 20, 1992-93, pub. 12/30/92; (1) am., OA 11, 2001-02, pub. 11/21/01.]

[31.15 History: cr., Sub. 4 to OA 22, 2008-09, pub. 09/18/09; 31.15 repealed in its entirety, 2015 OA-15, pub. 09/17/15.]

*[31.14 – 31.19 reserved.]*

**31.20 ENFORCEMENT.** The provisions of this chapter shall be enforced by the corporation counsel, as follows:

(1) The corporation counsel may receive and investigate a complaint alleging a violation of this chapter, provided that a written and verified statement of complaint is filed no more than one year after the alleged discrimination occurred.

(2) Within 30 days after receipt of a verified complaint, the corporation counsel shall make a

determination as to whether the complaint states a claim under this chapter.

**(3)(a)** If the corporation counsel believes that any discrimination has been or is being committed in violation of this chapter, he or she shall endeavor to eliminate such discrimination by conciliation and persuasion. If the corporation counsel determines that the complaint states a claim under this chapter and discrimination will not be eliminated, after consultation with the complainant, the corporation counsel shall:

**1.** refer the complaint to an appropriate agency to conduct an investigation consistent with the provisions of s. 106.50(6)(c), Wis. Stats. If a determination of probable cause is made, the appropriate agency shall issue a charge and conduct a hearing pursuant to the provisions of s. 106.50(6)(f), Wis. Stats., unless the complainant, respondent or other aggrieved party elects to have the claim decided in a civil action, as set forth in ss. 106.50(6)(c)2m. and (6m); or

**2.** commence a civil action in the name of Dane County and proceed in the Circuit Court for Dane County for the enforcement of this chapter through injunctive relief, damages and penalties as provided in section 31.90.

**(b)** If the corporation counsel determines that the complaint does not state a claim under this chapter, the complainant shall be notified in writing and advised of his or her rights to pursue a claim under state law.

**(4)** Whenever the corporation counsel has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of resistance to the full enjoyment of any of the rights granted by this chapter, or that any group of persons has been denied any of the rights granted by this chapter, he or she may bring a civil action in the Circuit Court of Dane County, including an application for a permanent or temporary injunction, restraining order, or other order against the person or persons responsible for such pattern or practice of denial of rights.

**(5)** Upon request, the corporation counsel shall report on all actions taken under this chapter to the public protection and judiciary committee.

**[History:** (8) cr., Sub. 1 to OA 28, 1999-2000, pub. 06/27/00, eff. 11/15/00; 31.20 am., Sub. 4 to OA 22, 2008-09, pub. 09/18/09.]

### **31.21 PRIVATE RIGHTS RESERVED.**

Nothing in this chapter shall limit an individual's

right to maintain a private right of action to enforce his or her statutory or constitutional rights and privileges.

### **31.22 RIGHTS OF OWNER OR AGENT.**

Nothing in this chapter shall limit the right of an owner or agent to require that any person who seeks to buy, rent or lease housing supply references or information concerning financial status.

### **31.23 ACCESSIBILITY OF PHYSICALLY IMPAIRED.**

The fact that certain housing is not accessible to the physically impaired shall not, by itself, constitute discrimination on the basis of physical condition.

### **31.24 WRITTEN REASONS FOR DENIAL OF TENANCY.**

**(1)** All applications for residential tenancy shall contain the following question in writing in a prominent place on the application: "Do you wish to receive a written explanation of the denial of tenancy? Yes \_\_\_ No \_\_\_."

**(2)(a)** Unless the applicant has indicated on the application that s/he does not want to receive a written explanation of a denial of tenancy, the lessor or any person authorized to enter into rental agreements on behalf of the lessor, shall provide any applicant who is denied tenancy with a written statement of reasons for the denial of tenancy as required by sub. (4).

**(b)** If the applicant has indicated s/he does not want to receive a written explanation, the applicant may request a written explanation of a denial within 30 days and the lessor shall provide the statement as required by sub. (4).

**(3)** A lessor that decides not to renew a tenant's lease at the expiration of the lease term or terminates a periodic tenancy or tenancy at will, shall provide the affected tenant with a notice of non-renewal as required by sub. (4).

The notice shall be served at least 60 days prior to the expiration of the lease term unless the term is shorter than 60 days, which shall require a notice compliant with Wis. Stat. § 704.19.

**(4)(a)** In denying an initial application for tenancy or non-renewal of a lease at the expiration of a lease term or a tenancy period or terminating a tenancy at will, the lessor shall furnish the applicant or tenant a written statement of the reasons tenancy was denied or terminated.

**(b)** The statement shall include the reason(s) for the action, a description of the information supporting the decision, and identification of all sources of the relied-upon information. The lessor shall also furnish the applicant with a copy of the lessor's tenant selection process.

**(c)** The written notification required by sub. (a) shall be personally delivered or mailed to the applicant within 3 days of the denial of tenancy.

**(d)** An application is deemed denied for the purpose of this section if no determination is made by the lessor within 21 days of the date the completed application is received by the lessor.

**[History:** 31.24 cr., Sub. 1 to OA 28, 1999-2000, pub. 06/27/00, eff. 11/15/00; 31.24 am., OA 44, 2012-13, pub. 05/01/13; 31.24 am., OA 11, 2013-14, pub. 07/31/13.]

*[31.25 - 31.89 reserved.]*

**31.90 DAMAGES AND PENALTIES.** **(1)** If an officer adjudicating a claim under s. 31.20(3)(a) finds that the respondent has engaged in or is about to engage in an act prohibited by this chapter, the hearing officer shall promptly issue an order for such relief as may be appropriate, which may include economic and non-economic damages suffered by the aggrieved person, regardless of whether he or she intervened in the action, and injunctive or other equitable relief. The officer may not order punitive damages.

**(2)** In addition to any damages ordered under sub. (1), the officer may assess a forfeiture as follows:

**(a)** Any person who violates any provision of this chapter or any lawful order issued under this chapter shall, for the first violation, forfeit an amount not to exceed \$5,000.

**(b)** Any person adjudged to have violated any provision of this chapter for the second time

within a five year period shall, for that second violation committed within the same five year period, forfeit an amount not to exceed \$10,000.

**(c)** Any person adjudged to have violated any provision of this chapter for a third or subsequent time within a five year period shall, for the third and subsequent violations committed within the same five year period, forfeit an amount not to exceed \$50,000.

**(3)** The officer may allow a prevailing complainant, including the county, reasonable attorneys fees and costs.

**(4)** Within 30 days after service upon all parties of an order or determination of the officer, any aggrieved party may appeal the order or the determination to the Dane County Circuit Court by filing a petition for review.

**(5)** Notwithstanding any other provision herein, any person who violates the provisions of section 31.24 of this ordinance shall forfeit not less than \$50 nor more than \$200.

**[History:** (4) cr., Sub. 1 to OA 28, 1999-2000, pub. 06/27/00, eff. 11/15/00; 31.90 rep. & recr., Sub. 4 to OA 22, 2008-09, pub. 09/18/09.]

*[31.91 - 31.94 reserved.]*

**31.95 SEVERABILITY.** If any section, provision or portion of this chapter is adjudged invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

*[31.96 - 31.98 reserved.]*

**31.99 EFFECTIVE DATE.** This ordinance shall become effective on January 1, 1988.

**END OF CHAPTER**

**Voucher**  
**Housing Choice Voucher Program**

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

OMB No. 2577-0169  
(Exp. 04/30/2018)

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

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

Please read <b>entire</b> document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert <b>unit size</b> in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1 Unit Size
2. <b>Date Voucher Issued (mm/dd/yyyy)</b> Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. <b>Date Voucher Expires (mm/dd/yyyy)</b> Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. <b>Date Extension Expires</b> (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
<b>VOID</b>		
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

**1. Housing Choice Voucher Program**

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

**2. Voucher**

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



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### 3. PHA Approval or Disapproval of Unit or Lease

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

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

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

### 4. Obligations of the Family

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

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

#### **5. Illegal Discrimination**

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

#### **6. Expiration and Extension of Voucher**

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

# **DCHA FAMILY PLEDGE OF RESPONSIBILITY**

*The head of household must initial on the line next to each number to indicate that they have read it and agree to follow the requirement. All adult household members must sign the end stating they also have read it and agree.*

## **I agree to the following responsibilities as a condition of receiving Section 8 assistance from DCHA:**

- \_\_\_ 1. I agree to provide only true and complete information to DCHA.
- \_\_\_ 2. I will abide by all the family obligations listed on the Voucher. I understand the lease is a contract between the owner and me. I am obligated to live by all the rules and conditions of the lease, including paying my rent on time and allowing only the people shown on my lease to live there. I will not let anyone who is not on the lease use my address to receive mail, to register vehicles, to apply for benefits or for any other purpose. I must notify DCHA if any household member is absent, leaves, or is removed from the unit temporarily or permanently.
- \_\_\_ 3. I must get written approval first from the landlord and then from DCHA before anyone can move in with me. Any income or anticipated income associated with any new household member must be reported when requesting to add the new household member. I must notify DCHA in writing within 10 business days of the birth or addition of any new child.
- \_\_\_ 4. I will report any changes in income between today (\_\_\_\_\_), and the effective date of my initial lease up or annual review, (\_\_\_\_\_), I agree to report changes in writing within 10 business days, providing supporting documentation.
- \_\_\_ 5. All adults in household who have reported zero income must report any new income within 10 business days in writing with sufficient documentation.
- \_\_\_ 6. If DCHA is paying my entire rent I must report any new income within 10 business days in writing. This applies to families who have reported income already but have zero tenant rent. You must report new income within 10 business days in writing with sufficient documentation.
- \_\_\_ 7. I must report any increase in total household income of \$100 or more per week within 10 business days in writing with sufficient documentation of the change. This includes income from ALL sources.
- \_\_\_ 8. I understand that if my income goes down, my share of the rent may go down. However, my rent will not be adjusted unless there is a reduction in my total household income. I must report in writing with documentation, any reduction in income by the 18<sup>th</sup> of the month for a change to be made for the following month. DCHA will not make an adjustment unless I provide sufficient documentation of the change in income. DCHA may require documentation of unemployment compensation in addition to a documented loss of employment.
- \_\_\_ 9. If I am eligible for a medical deduction, I will report my "out of pocket" medical expenses at my annual interview. All medical deductions must be verified. Only elderly or disabled households are eligible for medical deductions.
- \_\_\_ 10. Childcare deductions are allowed to permit all adult household members to work, look for work, or attend school.
- \_\_\_ 11. I can be terminated from Section 8 for eviction, serious or repeated violation of the lease, including unpaid rent or unpaid utilities, or for damages to the apartment caused by household members or guests. Bad housekeeping and pest infestation are considered damages.



- \_\_\_ 12. I understand that if any household members or guests participate in any illegal drug or violent criminal activity the household can be terminated from the program. This includes criminal activity of my minor children.
- \_\_\_ 13. I cannot pay extra money to the landlord unless approved by DCHA. I cannot pay less money to the landlord for work done unless it is approved in advance by DCHA.
- \_\_\_ 14. I understand I cannot sublet the unit or any part of it or assign the lease or transfer the unit.
- \_\_\_ 15. I agree to notify DCHA and the landlord in writing before I move. Moves are not permitted during the first year in the unit. DCHA requires **two full calendar months** written notice of intent to move. I understand that a delay in notice could cause an interruption in my subsidy.
- \_\_\_ 16. **Portability:** I understand that DCHA may limit my ability to transfer my voucher assistance to another jurisdiction.
- \_\_\_ 17. I agree to check the Smoke Detectors regularly and report to my landlord if they are not working. I will not remove the batteries from the smoke detector or carbon monoxide detector (if applicable).
- \_\_\_ 18. I understand I will lose my Section 8 assistance if I, or any member of my household, threaten or commit actual violence towards DCHA staff.
- \_\_\_ 19. I understand if DCHA has paid extra money for my rent because I did not follow these rules, I will be responsible for re-paying that amount to DCHA. **You will not be allowed to move if you owe the Dane County Housing Authority any money.**
- \_\_\_ 20. I understand I have the right to an informal hearing if I am to be removed from the program or if there is a disagreement between DCHA and myself over these rules.

**I HAVE READ AND I UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT IF I BREAK ANY OF THESE RULES, I COULD LOSE MY HOUSEHOLD'S SECTION 8 RENT ASSISTANCE.**

Signature of Head of Household: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Adult: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Adult: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Adult: \_\_\_\_\_ Date: \_\_\_\_\_

DCHA Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*You are encouraged to make a copy of this Pledge for your own records. If you have questions about DCHA requirements this is a good resource to refer to.*

## **DCHA HCV Program Payment Standards and Utility Allowances**

DCHA has three utility allowance schedules. All three list our Section 8 payment standards and our utility allowances. The Payment Standard represents the limit a family can pay for rent + tenant-paid utilities (gross rent).

For example, a family issued a 3-bedroom voucher is interested in a duplex where the rent is \$1,600 and the tenant pays for electricity (\$58 + \$16 base charge), air conditioning (\$9), water (\$93), and natural gas heating (\$35 + \$15 base charge). The utility allowance amount in that case totals \$226; therefore, the gross rent would be \$1,826 (1,600 + 226). Provided that the unit passes rent comparability checks, DCHA could then approve the proposed rent amount, as the gross rent would be below the 3-bedroom payment standard of \$1,991.

HUD requires housing authorities to do rent comparability on each and every unit in our program to ensure that the requested rent amount is consistent with what other similar units in the area are renting for, and to ensure that Section 8 voucher holders are not being charged more than other, unsubsidized tenants on the property (if applicable).

Rent comparability ensures that a unit is worth what the landlord is asking for it.

If a family stays within the payment standards, they will pay 30% of their monthly-adjusted income minus the utility allowance for their share of the rent. DCHA will pay the remainder of the rent directly to the landlord.

The Housing Choice Voucher Program does allow families to go above the payment standards if their share of the rent **does not exceed 40%** of their adjusted monthly income. People at zero income or with very little income must stay within the payment standard.

If you have any questions on how to calculate the utility allowance, please contact the housing specialist you're working with.

## 2025 DCHA Voucher Program Multi-Unit Utility Allowance Worksheet

You have a \_\_\_\_\_ bedroom voucher. The payment standard for this bedroom size is \$ \_\_\_\_\_.

The payment standard is the rent and utility allowance added together. Circle the utilities that will be your responsibility on the chart below. You will have to ask the landlord what type of fuel is used for the heat, hot water, and stove. Be sure to also add the appropriate base charges listed at the bottom of the chart. You then total the circled figures to calculate the utility allowance for the unit. That figure is then added to the rent amount to see if the unit is within the payment standard.

If you stay within the payment standard you will pay 30% of your monthly-adjusted income minus the utility allowance for your share of the rent. Families with no income or very little income must stay within the payment standard. Families with higher incomes are allowed to go over the payment standard as long as their share does not exceed 40% of their monthly-adjusted income. Any figure over the payment standard is then added to their share of the rent.

Remember, DCHA will not approve a request for a unit that will cost you more than 40% of your adjusted gross income.

**NOTE:**

If the # of bedrooms in the unit is **LARGER** than the voucher, use the **VOUCHER SIZE** to determine utility totals  
 If the # of bedrooms in the unit is **SMALLER** than the voucher, use the **UNIT SIZE** to determine utility totals

### Section 8 Voucher Payment Standards:

Efficiency \$1,107	1 Bdrm \$1,301	2 Bdrm \$1,515	3 Bdrm \$1,991
4 Bdrm \$2,245	5 Bdrm \$2,581	6 Bdrm \$2,918	

**MULTI-UNIT (not duplex or townhouse) Effective 01/01/2025**

Utility	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5/6 Bedroom
<b>HEAT:</b>						
Natural Gas	18	21	25	28	32	36
Oil	95	115	135	154	174	194
Electric	28	33	46	58	70	82
LP Gas	52	60	70	80	91	101
<b>WATER HEAT:</b>						
Natural Gas	4	5	8	10	12	15
Oil	24	28	40	51	67	79
Electric	16	18	23	29	34	39
LP Gas	13	15	21	28	34	41
<b>COOKING:</b>						
Natural Gas	2	2	3	4	5	6
Electric	6	7	10	13	16	19
LP Gas	5	5	8	11	15	16
<b>ELECTRICITY:</b>						
	22	26	36	46	56	66
<b>AIR CONDITIONING:</b>						
	3	4	6	7	8	10
<b>WATER:</b>						
	66	68	81	93	106	119
<b>APPLIANCES</b>						
Stove: (circle if tenant	11	11	11	11	11	11
Refrigerator: furnishes these)	12	12	12	12	12	12
<b>BASE CHARGES:</b> (Include a base charge if any of the above services use natural gas, electricity or both)						
Natural Gas	15	15	15	15	15	15
Electric	16	16	16	16	16	16

**Total Utility Allowance**

\_\_\_\_\_

**Requested Rent**

\_\_\_\_\_

**Utility Total**

+ \_\_\_\_\_

**Gross Rent**

= \_\_\_\_\_

## 2025 DCHA Voucher Program Single Family House Utility Allowance Worksheet

You have a \_\_\_\_\_ bedroom voucher. The payment standard for this bedroom size is \$ \_\_\_\_\_.

The payment standard is the rent and utility allowance added together. Circle the utilities that will be your responsibility on the chart below. You will have to ask the landlord what type of fuel is used for the heat, hot water, and stove. Be sure to also add the appropriate base charges listed at the bottom of the chart. You then total the circled figures to calculate the utility allowance for the unit. That figure is then added to the rent amount to see if the unit is within the payment standard.

If you stay within the payment standard you will pay 30% of your monthly-adjusted income minus the utility allowance for your share of the rent. Families with no income or very little income must stay within the payment standard. Families with higher incomes are allowed to go over the payment standard as long as their share does not exceed 40% of their monthly-adjusted income. Any figure over the payment standard is then added to their share of the rent.

Remember, DCHA will not approve a request for a unit that will cost you more than 40% of your adjusted gross income.

**NOTE:**

If the # of bedrooms in the unit is **LARGER** than the voucher, use the **VOUCHER SIZE** to determine utility totals  
 If the # of bedrooms in the unit is **SMALLER** than the voucher, use the **UNIT SIZE** to determine utility totals

**Section 8 Voucher Payment Standards:**

Efficiency \$1,107	1 Bdrm \$1,301	2 Bdrm \$1,515	3 Bdrm \$1,991
4 Bdrm \$2,245	5 Bdrm \$2,581	6 Bdrm \$2,918	

**SINGLE-FAMILY HOUSES Effective 01/01/2025**

Utility	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5/6 Bedroom
<b><u>HEAT:</u></b>						
Natural Gas	26	30	35	41	46	51
Oil	139	162	190	218	249	277
Electric	68	80	93	107	121	135
LP Gas	73	85	99	116	130	143
<b><u>WATER HEAT:</u></b>						
Natural Gas	6	6	9	13	15	18
Oil	32	36	51	67	83	99
Electric	20	23	29	36	42	48
LP Gas	16	18	26	36	42	52
<b><u>COOKING:</u></b>						
Natural Gas	2	2	3	4	5	6
Electric	6	7	10	13	16	19
LP Gas	5	5	8	11	15	16
<b><u>ELECTRICITY:</u></b>						
	32	38	52	67	82	97
<b><u>AIR CONDITIONING:</u></b>						
	3	3	7	11	15	18
<b><u>WATER:</u></b>						
	66	68	81	93	106	119
<b><u>APPLIANCES</u></b>						
Stove: (circle if tenant	11	11	11	11	11	11
Refrigerator: furnishes these)	12	12	12	12	12	12
<b><u>BASE CHARGES:</u></b> (Include a base charge if any of the above services use natural gas, electricity or both)						
Natural Gas	15	15	15	15	15	15
Electric	16	16	16	16	16	16

Total Utility Allowance \_\_\_\_\_

**Requested Rent** \_\_\_\_\_

**Utility Total** + \_\_\_\_\_

**Gross Rent** = \_\_\_\_\_

## 2025 DCHA Voucher Program Duplex / Townhouse Utility Allowance Worksheet

You have a \_\_\_\_\_ bedroom voucher. The payment standard for this bedroom size is \$ \_\_\_\_\_.

The payment standard is the rent and utility allowance added together. Circle the utilities that will be your responsibility on the chart below. You will have to ask the landlord what type of fuel is used for the heat, hot water, and stove. Be sure to also add the appropriate base charges listed at the bottom of the chart. You then total the circled figures to calculate the utility allowance for the unit. That figure is then added to the rent amount to see if the unit is within the payment standard.

If you stay within the payment standard you will pay 30% of your monthly-adjusted income minus the utility allowance for your share of the rent. Families with no income or very little income must stay within the payment standard. Families with higher incomes are allowed to go over the payment standard as long as their share does not exceed 40% of their monthly-adjusted income. Any figure over the payment standard is then added to their share of the rent.

Remember, DCHA will not approve a request for a unit that will cost you more than 40% of your adjusted gross income.

**NOTE:**

If the # of bedrooms in the unit is **LARGER** than the voucher, use the **VOUCHER SIZE** to determine utility totals  
 If the # of bedrooms in the unit is **SMALLER** than the voucher, use the **UNIT SIZE** to determine utility totals

### Section 8 Voucher Payment Standards:

Efficiency \$1,107	1 Bdrm \$1,301	2 Bdrm \$1,515	3 Bdrm \$1,991
4 Bdrm \$2,245	5 Bdrm \$2,581	6 Bdrm \$2,918	

**DUPLEX / TOWNHOUSE Effective 01/01/2025**

Utility	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5/6 Bedroom
<b><u>HEAT:</u></b>						
Natural Gas	23	27	31	35	40	44
Oil	123	143	166	190	214	238
Electric	41	48	63	78	93	109
LP Gas	64	75	86	99	112	124
<b><u>WATER HEAT:</u></b>						
Natural Gas	6	6	9	13	15	18
Oil	32	36	51	67	83	99
Electric	20	23	29	36	42	48
LP Gas	16	18	26	36	42	52
<b><u>COOKING:</u></b>						
Natural Gas	2	2	3	4	5	6
Electric	6	7	10	13	16	19
LP Gas	5	5	8	11	15	16
<b><u>ELECTRICITY:</u></b>						
	28	33	45	58	71	83
<b><u>AIR CONDITIONING:</u></b>						
	3	4	7	9	12	15
<b><u>WATER:</u></b>						
	66	68	81	93	106	119
<b><u>APPLIANCES</u></b>						
Stove: (circle if tenant	11	11	11	11	11	11
Refrigerator: furnishes these)	12	12	12	12	12	12
<b><u>BASE CHARGES:</u></b> (Include a base charge if any of the above services use natural gas, electricity or both)						
Natural Gas	15	15	15	15	15	15
Electric	16	16	16	16	16	16

**Total Utility Allowance** \_\_\_\_\_

**Requested Rent** \_\_\_\_\_

**Utility Total** + \_\_\_\_\_

**Gross Rent** = \_\_\_\_\_

# Request for Tenancy Approval

Housing Choice Voucher Program

## U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsidized, indicate type of subsidy:		
<input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

### 11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

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

- c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

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

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





PLEASE RETURN  
BY THE 8<sup>TH</sup> OF THE  
MONTH

# Dane County Housing Authority

2917 International Lane, Suite #201, Madison, WI 53704  
Ph.: (608) 224-3636 ■ Fax: (608) 224-3632

Dear Prospective Section 8 Landlord:

Thank you for considering participating in the Dane County Housing Authority (DCHA) Section 8 Program. The following items are designed to help you during the renting process in cooperation with DCHA.

**It is very important that you screen applicant's rental history, just as you would an unsubsidized applicant. You should not fill out the Request for Tenancy Approval (RFTA) form *until* you have approved their application. DCHA determines eligibility to the Section 8 program, and does not do landlord screening. If the applicant passes your screening process, and you offer them a unit, follow the steps listed below.**

1. **Complete** the **Request for Tenancy Approval (RFTA)** form entirely.
2. **Units built before 1978.** All landlords, not just those that participate with Section 8, are required by federal law to disclose any knowledge of lead-based paint or lead-based hazards to **all prospective tenants**. Please fill out the attached Lead Hazard Disclosure Form IF your unit was built prior to 1978. Owners must keep the original signed Lead Hazard Disclosure Form for a minimum of three (3) years.
3. **Attach** a completed, **UNSIGNED copy of your lease and any addenda**. DCHA **must** review and approve these items prior to being signed. **This must be the same lease used for unsubsidized tenants.**

It is vital that you follow the steps outlined above. Failure to do so could result in a delay in the payment you should receive from DCHA.

**PROPOSED RENT AMOUNT.** Owners may be requested to lower their proposed rent amount if it does not meet the following HUD requirements:

1. The proposed rent **must** be reasonable compared to similar units in the marketplace, and **not** higher than those paid by unassisted/unsubsidized tenants on the premises.
2. The Housing Choice Voucher program allows tenants to choose a unit above the Payment Standard if their share of the rent does **not** exceed 40% of their monthly adjusted income for rent and utilities. Therefore, landlords may have to reduce the proposed rent.

**INSPECTIONS.** Once all of the above have been completed and returned, you will be contacted to schedule a move-in inspection. This is a health and safety inspection.

**DCHA PAYMENTS.** DCHA makes its payments on behalf of the tenant DIRECTLY to you or your designated representative. The tenant is solely responsible for both the security deposit and their portion of the rent.

***Payments by DCHA commence once all required documents are signed and returned to our office.*** We process checks for the first and middle of each month. The first check may be late, depending on when the unit passed inspection and all paperwork is returned. After that, all checks are deposited into the landlord's designated bank account on the first business day of the month.

**SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT YOUR TENANT'S HOUSING SPECIALIST:**

Heather Corcoran, ext. 027  
[hcorcoran@dcha.net](mailto:hcorcoran@dcha.net)

Melanie Ley, ext. 025  
[mley@dcha.net](mailto:mley@dcha.net)

Misty Lange, ext. 024  
[mlange@dcha.net](mailto:mlange@dcha.net)

Tami Legler, ext. 021  
[tlegler@dcha.net](mailto:tlegler@dcha.net)

**Please see backside for most common inspection "fail" conditions.**



EQUAL HOUSING  
OPPORTUNITY



PLEASE RETURN  
BY THE 8<sup>TH</sup> OF THE  
MONTH

# Dane County Housing Authority

2917 International Lane, Suite #201, Madison, WI 53704  
Ph.: (608) 224-3636 ■ Fax: (608) 224-3632

## MOST COMMON “FAIL” CONDITIONS

This notice contains guidelines that all owners and tenants should review. All “failed” conditions **MUST** be resolved within the appropriate timeline.

### PAST INSPECTIONS INDICATE THE MOST COMMON “FAIL” PROBLEMS TO BE:

#### PROBLEM

1. Smoke detectors or carbon monoxide detectors not working. Smoke detectors must be **AT LEAST** 3' from bath or kitchen doors. If SD are within 20' of a cook stove, it **must** have a hush-button, or be a photoelectric type SD. All smoke alarms must be either hard-wired or sealed, 10-year battery devices. \*
2. Missing or cracked outlet and switch covers.
3. Broken or cracked window and door glass.
4. Bathroom fan not working; bathroom windows painted shut or not opening.
5. Tripping hazards such as loose or torn carpet, torn floor vinyl, or missing tiles.
6. Closet doors of one or more closets in the unit are not attached.
7. Presence of an infestation of mice or roaches in the unit.
8. Windows or doors have non-working or missing locks.
9. Excessive garbage and debris, interior and exterior.
10. One or more fire and/or emergency exits in the unit are blocked and unable to be accessed/traversed.
11. The stove burners are not working; control knobs are missing and/or not working.

#### SOLUTION

1. Replace or install battery, or replace smoke/carbon monoxide detector if it's not working properly. Install a photoelectric type SD, or SD with a hush-button if within 20' of a cook stove. Ensure that smoke & carbon monoxide detectors are present and functioning as required on all floors of the unit.
2. Replace covers. Reinstall after painting.
3. Tape, or replace if glass is broken and/or has sharp edges.
4. Repair or replace. Bathroom windows **MUST** open if no vent or exhaust fan is present.
5. Secure area causing the hazard by nailing or taping. Replace carpet, vinyl, or tiles.
6. Repair, replace, or remove closet doors. Check metal tracks for dents that may cause doors to derail.
7. Clean the unit; remove all debris, garbage, trash, and dirty clothes, **AND** have unit treated to remedy infestation.
8. Replace or repair. Locks must keep windows & doors secure.
9. Put all garbage and debris in the proper receptacles.
10. Clear clutter or objects away from fire exits & ensure they are always easily & quickly accessible in case of emergency.
11. Missing control knobs need to be replaced. If the stove burners or oven are not working, they should be repaired and/or replaced.

**TENANTS:** If you are responsible for any of the above “failed” conditions, you need to take care of getting them fixed. Call your landlord for any items they are responsible for repairing or replacing.

**LANDLORDS:** You should occasionally check your property, do routine maintenance as needed, and make required repairs and replacements in a timely manner.

This list is intended to help both tenants and landlords repair items prior to the annual inspection date, and to help maintain the property in a safe, sanitary, and decent manner.

**Thank you,**

**DCHA’s Housing Quality Standards (HQS) Inspection Department**

\*Both Wisconsin state law (WI Stat § 101.145, SPS 321.097(2)(a)) & HUD’s NSPIRE rules (Notice PIH 2022-01) require smoke detectors **and** carbon monoxide detectors. If we find them not working, you have **24 hours** to get them working. Smoke & carbon monoxide detectors are needed on **EVERY level of the unit, INCLUDING the basement.**





# Dane County Housing Authority

2917 International Lane, Suite #201, Madison, WI 53704  
Ph.: (608) 224-3636 ■ Fax: (608) 224-3632

## **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, paint chips, and dust which can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. This federal rule applies to all tenants, not only subsidized families.

### **LANDLORD DISCLOSURE—Owner and/or landlord MUST check 1 or 2 below:**

Presence of lead-based paint and/or lead-based paint hazards

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

\_\_\_\_\_

2.  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

### **RECORDS AND REPORTS AVAILABLE TO THE LANDLORD—Owner/Agent MUST check 1 or 2 below:**

1.  Landlord 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).

\_\_\_\_\_

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

### **TENANT'S ACKNOWLEDGEMENT—Tenant MUST initial 1 or 2 below:**

1.  Tenant has received copies of all information listed above.  
2.  Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

### **LANDLORD ACKNOWLEDGEMENT—Owner/Agent MUST initial below:**

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

### **CERTIFICATION OF ACCURACY**

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

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date



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

OMB Approval No. 2577-0169  
exp. 4/30/2026

**OMB Burden Statement.** The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Instructions for use of HAP Contract**

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

**Use for special housing types**

In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).”

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3: Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4: Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

**Section 5: Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

**Section 6: Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

**Section 7: Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8: Utilities and Appliances.**

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

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

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

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**Part A of the HAP Contract: Contract Information**

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

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

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

**5. Initial Lease Term**

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

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

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

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

**7. Initial Housing Assistance Payment**

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

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

**8. Utilities and Appliances**

The owner shall provide or pay for the utilities/appliances indicated below by an “O”. The tenant shall provide or pay for the utilities/appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

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

**Signatures**

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

**Public Housing Agency**

**Owner**

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

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

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

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

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

**2. Lease of Contract Unit**

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

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.



- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

**5. Provision and Payment for Utilities and Appliances**

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

**6. Rent to Owner: Reasonable Rent**

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

**7. PHA Payment to Owner**

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
  - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
  - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
  - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
  - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

**8. Owner Certification**

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

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

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

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

waiver of the right to exercise that or any other right or remedy at any time.

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

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

**12. Exclusion of Third Party Rights**

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

**13. Conflict of Interest**

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

**14. Assignment of the HAP Contract**

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

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

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

**15. Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

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

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.

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

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

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

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

**7. Maintenance, Utilities, and Other Services**

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

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

b. **Utilities and appliances**

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

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

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

**8. Termination of Tenancy by Owner**

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

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

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

c. **Criminal activity or alcohol abuse.**

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

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

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

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

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

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

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

**i. Actual and Imminent Threats:**

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

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

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

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

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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

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

**10. Eviction by court action**

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

**11. Owner notice of grounds**

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

**12. Lease: Relation to HAP Contract**

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

**13. PHA Termination of Assistance**

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

**14. Family Move Out**

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

**15. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)



- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**16. Prohibition of Discrimination**

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

**17. Conflict with Other Provisions of Lease**

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

**18. Changes in Lease or Rent**

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

changes in the lease other than as specified in paragraph b.

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

**19. Notices**

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

**20. Definitions**

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 housing choice voucher program.

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

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

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

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



# Dane County Housing Authority

2917 International Lane, Suite #201, Madison, WI 53704  
Ph: (608) 224-3636 ■ Fax: (608) 224-3632 ■ [info@dcha.net](mailto:info@dcha.net)

Dane County Housing Authority (DCHA) offers a free property listing to help landlords, owners, and agents who have rental property available in Dane County advertise their unit(s) to DCHA's voucher holders. If you are interested in listing your unit(s), please complete this form and return it via email to [info@dcha.net](mailto:info@dcha.net) or via fax to 608-224-3632.

**Properties will be listed for 3 calendar months, after which they will automatically expire and be removed.** If you are a landlord who always has some vacancies, indicate by checking the Permanent listing box below, and include only one address for that property.

You may contact Anders Walkington at [awalkington@dcha.net](mailto:awalkington@dcha.net) or 608-224-3636 x020 with any questions or to remove the listing before the 3 months have passed. You may also contact him to re-list if a vacancy remains after that time.

Property and/or Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_ Website \_\_\_\_\_

Number of Bedrooms \_\_\_\_\_ Rent \_\_\_\_\_

Utilities Tenant Pays \_\_\_\_\_

Date Unit(s) Will Be Available \_\_\_\_\_

Does your unit have accessible features  Yes  No

If yes, please list specific features: \_\_\_\_\_

\_\_\_\_\_

Address of Unit(s) \_\_\_\_\_

City/Town of \_\_\_\_\_

Please check box to indicate a PERMANENT listing (or it will be removed in 3 months)

