



Housing Opportunity Program Briefing Packet



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Office Hours: Monday through Friday 7:00am -5:30pm
Closed to the public on Wednesday

THA Form CS- 002 – HOP Briefing Packet 2017-12-28 Last Updated: 04/27/2018



TACOMA HOUSING AUTHORITY

Statements of Vision, Mission and Values

Amended by the THA Board: February 27, 2013

THA's Vision

THA envisions a future where everyone has an affordable, safe and nurturing home, where neighborhoods are attractive places to live, work, attend school, shop and play, and where everyone has the support they need to succeed as parents, students, wage earners and neighbors.

THA's Mission

THA provides high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them prosper and help our communities become safe, vibrant, prosperous, attractive and just.

THA's Values

Service

Work in service to others is honorable. We will do it honorably, effectively, efficiently, with pride, compassion and respect.

Integrity

We strive to uphold the highest standards of integrity and ethical behavior.

Stewardship

We will be careful stewards of the public and private financial and environmental resources entrusted to us.

Communication

We value communication. We strive to be open and forthcoming with our customers, employees and colleagues, our partners, and our communities. We will listen to others.

Diversity of Staff

We value the diversity of our staff. It makes us stronger and more effective.

Collegial Support and Respect

The work we do is serious. We seek to create an atmosphere of teamwork, support and respect. We also value a good humor.

Excellence

We strive for excellence. We will always seek to improve.

Leadership

Everyone at THA, the Board, management and staff, shares the leadership it will take to extend these values throughout THA's work, to fulfill the mission and to advance the vision for our city.

Introduction

The purpose of this booklet is to provide you and your family the information you need to understand the Housing Opportunity Program (HOP). To be successful in the program, it is important that you understand how the program works and your rights and responsibilities. Please take the time to read the information carefully. More detailed information about subjects in this booklet can be found in the Administrative Plan at <https://www.tacomahousing.net/content/thas-housing-related-policies>. Select the link to the Administrative Plan.

Housing Opportunity Program General Description

The purpose of the Housing Opportunity Program is to provide rental assistance to eligible low-income families. The program allows families to choose housing in the private rental market. The family pays a portion of their income for rent and the Tacoma Housing Authority (THA) pays a fixed portion of the rent. This program has significant differences from a Housing Choice Voucher. Explanations of the main rules are in this booklet. The basic program works as follows:

Once a family reaches the top of the waiting list, they are mailed an application packet with instructions on the location and date to return the completed packet and supporting verifications. Once the family is determined to be eligible, the family receives a briefing to explain the program and is issued a subsidy and Request for Tenancy Approval Packet. The family then searches for a housing unit that meets their needs. A family initially has 90 days to find a housing unit with the possibility of extensions.

Once the family has located a unit and the landlord has agreed to rent the unit to the family using the HOP subsidy, a Request for Tenancy Approval Packet must be completed by the landlord and submitted to THA. THA will review the packet and schedule an inspection of the unit. The inspection is to ensure that the unit meets housing quality standards. All rents must be affordable and reasonable.

When the unit passes an inspection the family signs the lease or rental agreement with the landlord and pays the tenant portion of the rent and security deposit. The term of the lease or rental agreement is determined by the landlord. A minimum lease term is not required for HOP. The landlord then will sign a Lease Assistance Payment (HOPP) contract with THA to receive payments. THA will not make any payments to the landlord prior to the unit passing inspection and will not make payment to the landlord until it receives a signed copy of the lease or rental agreement and HOPP contract.

**To be successful
in the program,
it is important
that you
understand how
the program
works and
your rights and
responsibilities.**

The Housing Opportunity Program Partnership

The HOP program is a partnership between you, your landlord and THA. We each have a set of responsibilities.

THA's Responsibilities

- Determine your family's eligibility
- Issue your subsidy form
- Explain the program to you
- Approve your tenancy
- Pay assistance payments to the landlord
- Make sure landlords and families comply with the program rules
- Inspect your rental unit for Housing Quality Standards

Family's Responsibilities

- Provide all the information requested by THA
- Find suitable housing
- Take care of your housing unit
- Abide by the terms of your lease
- Comply with the participant obligations of the program

Landlord's Responsibilities

- Screen families and determine their suitability as renters
- Comply with fair housing laws
- Make repairs to your units and maintain the units to Housing Quality Standards (HQS)
- Comply with the HOPP contract between THA and the landlord
- Collect the family's portion of the rent, security deposit and any charges for damages
- Enforce the lease
- Pay for utilities and services agreed upon in the lease
- Not collect side payments from the family or charge more than approved by THA

In this partnership we all have a role in order to be successful

Subsidy Size and Term

Your Subsidy Size

The size of unit you are eligible for is indicated on your subsidy form and is based on the size of your family. THA is required to establish rules for determining unit size. These rules are called subsidy standards.

THA determines your subsidy size using the standards and following criteria.

- Generally, THA's subsidy standards require two people to share a bedroom
- Live-in aides who are approved by THA will generally be provided a separate bedroom; no additional bedrooms are provided for the aide's family
- Space may be provided for a child who is away at school, but who lives with the family during school recesses
- A family that consists of a pregnant woman (with no other persons) must be treated as a two person family.
- Foster children will be included in determining unit size

The chart below shows the minimum and maximum number of family members for each subsidy size.

| HOP Subsidy (Bedroom Size) | Minimum No. of Persons in Household | Maximum No. of Persons in Household |
|----------------------------|-------------------------------------|-------------------------------------|
| 1 | 1 | 2 |
| 2 | 3 | 4 |
| 3 | 5 | 6 |
| 4 | 7 | 8 |
| 5 | 9 | 10 |

The size unit you are eligible for is based on the size of your family.

Subsidy size is determined prior to the briefing by comparing the family composition to HOP subsidy standards. THA will not increase the subsidy standard after the initial subsidy determination. If the number of members decreases after the initial determination, THA will decrease the subsidy standard for the household.

THA may grant an exception to these standards if your family needs an additional bedroom for medical equipment or a family member needs a separate bedroom for reasons related to a disability, medical or health condition. To qualify for the exception, you need to request a reasonable accommodation explaining your need. THA staff can help you with the process. Reasonable accommodation requests forms are available at the front desk of our main office and on our website.

Time frame of Subsidy form

The initial time frame for shopping for a unit is 90 days. You must find a rental unit and submit a Request for Tenancy Approval before your subsidy expires. The expiration date of the HOP subsidy is located in box 4 of the HOP subsidy form. An extension may be requested in writing prior to the expiration date on the initial subsidy form. To obtain an extension, you must request it in writing, explaining why you need the extension before your subsidy form expires. An extension of 120 days will be granted. Additional extensions may be approved by supervisory staff or a reasonable accommodation. If the subsidy term or extension expires prior to your request for extension the request will not be authorized unless there are extenuating circumstances or an approved reasonable accommodation request.

**Find a unit
and submit
a Request
for Tenancy
Approval before
your subsidy
expires.**

The time THA spends processing the Request for Tenancy Approval, inspecting the unit and negotiating the rent does not count against your search time. If the landlord does not agree to the rent or the selected unit does not pass inspection, you will be given the unexpired time on your subsidy to search for another unit.

Choosing Where You Want to Live

Using Your Subsidy

Your subsidy is an agreement between you and THA. When you sign your subsidy form, you Agree to abide by the Participant Obligations which you signed upon submitting your packet.

Low poverty concentration areas offer better employment and schools, and access to community services.

Choosing an Area of Low Poverty Concentration

THA encourages you to search for a home in an area that does not contain a concentration of poverty. Some of the advantages of living in an area of low poverty concentration are access to better employment and schools, and greater access to community services. To assist you in identifying these areas, THA provides maps showing areas of low poverty concentration and the Opportunity Index in this packet. The opportunity index shows area of opportunities for housing, education and employment.

Search online
www.gosection8.com
www.socialserve.com

Choosing Your Neighborhood

When you are searching for a home, you must make sure it is within THA's jurisdiction which is the city limits of Tacoma and a 2.5 mile radius outside the city limits. There is a map of the jurisdiction included in the packet. If you are in doubt please call THA with the physical address of the unit and staff will check to ensure it is within our jurisdiction. You should consider the neighborhood that meets your family's needs. How do the houses in the neighborhood look from the outside? Is it safe for your children to play? Is it clean? How is the crime rate? What schools will your children attend? Is shopping nearby? How close is it to your job or day care? Does it have access to public transportation? Is there adequate security? Answering these questions may assist you with your search.

Finding a Home

HOP has an advantage compared with the traditional voucher program, shared housing units and renting rooms is allowed as long as it is safe, decent and sanitary. You may choose to use your subsidy in your present unit if it is within THA's jurisdiction and if your current landlord is willing to accept the subsidy. You may also search listings of available apartments that participate in subsidy programs on www.gosection8.com or www.socialserve.com. There are computers in THA's lobby that you can use to search for a unit. If you need a unit with special features, THA staff will be happy to show you how to search for a unit that has the accessible features you need. THA also provides a listing of units that landlords have informed us are available. Other sources for finding units include newspapers, apartment finder's guides and other internet-searching sites. Make sure that the landlord is willing to accept your subsidy before paying any fees. In some circumstances HOP households may be allowed to rent from relatives.

Ask questions and make sure you understand what the rent includes.

Choosing Your Unit

Remember that you will be signing a lease or rental agreement with the landlord and the unit must pass THA's inspection. Make sure that the unit you choose is in good condition. A guide to selecting a unit that will meet the inspection standards is provided in this packet. If you select a unit built before 1978, it may contain lead. Read the brochure Protect Your Family from Lead in Your Home which is included in the packet. Follow the steps listed to protect your family from lead. When you are looking at units, make sure you ask questions so you understand what the rent includes, such as utilities and appliances. If you have pets, make sure you understand if the landlord allows pet. Ask about the amount of the security deposit.

Leasing Your Unit

Applying for a Unit

Most landlords will require you to complete an application. Be sure you are prepared to complete the form by having the names, addresses, and phone numbers of your references with you. Many landlords will charge you a fee with the application to cover the expense of having your references checked. The program does not pay these fees.

You are encouraged not to sign a lease or rental agreement until the rental unit passes the HQS inspection.

The landlord may charge you a security deposit. The program does not pay the deposit or limit the amount a landlord can charge. We encourage you not to sign a lease or rental agreement with the landlord prior to the rental unit passing HQS inspection. If the rental unit fails the inspection and the landlord cannot make the necessary repairs you are bound by a contract with the landlord and THA will not pay the subsidy.

Most landlords have established standards for accepting or denying an applicant. Standards may include things such as a minimum number of past landlord references, sufficient income to pay rent, good credit history, no felony convictions, no prior evictions, and others. If you believe that you have been denied housing for a reason other than a reasonable standard, you may be a victim of unlawful housing discrimination. This packet contains information about Fair Housing laws and a copy of HUD's Housing Discrimination Complaint form.

Completing the Approval Process

Once you have found your rental unit and you and the landlord have agreed to enter into a lease or rental agreement, the landlord will have to submit the Request for Tenancy Approval (RFTA) form, a completed Owner/Agent Information form, proof of ownership, direct deposit form and a completed W-9 form. The completed packet needs to be returned to the reception desk at THA's office, faxed or emailed to THA.

Once THA reviews the completed packet an inspection will be scheduled directly with the landlord or landlord representative. THA makes every effort to schedule the inspection within 10 business days of an inspector receiving the packet. The landlord or representative must be present at the inspection. If the residence needs repairs, the landlord will be given a list of what needs to be done. The landlord must call for another inspection when the repairs are completed.

THA uses comparable units in the area and the maximum allowable rents to determine if the rent is reasonable. Once a rental unit passes inspection, you can sign the lease or rental agreement with the landlord and move into your new home. THA will prepare the HOPP contract for signatures and send the contract to the landlord. The landlord must return a signed copy of the lease or rental agreement and the HOPP contract. The lease or rental agreement must include the required HUD lease addendum. A sample of the HUD lease addendum is included in this packet. Once the signed documents are returned THA will begin the process of issuing payment.

Common Causes of Inspection Failure

Listed below are the items most likely to fail the unit:

- Broken locks on windows and doors.
- Broken or cracked windows.
- Electrical hazards such as broken outlets or missing/cracked covers.
- Smoke detector, carbon monoxide or carbon dioxide detectors not working.
- Heater(s) not working.
- Plumbing problems like clogged sinks, leaks, broken parts on toilet.
- Lack of handrails on stairways with more than 3 steps.
- No pressure relief valve and/or discharge line on a water heater. Discharge line must extend to within 6 inches of the floor.
- Chipping or peeling paint
 - Units built prior to 1978 and are expected to be occupied by children under six must be free of all paint defects. (See handout for additional information on lead based paint).

How the Subsidy is Set

Determining Your Income

In the HOP program, your combined household income from all sources cannot exceed 50% area median income (AMI) for the Tacoma Pierce County area. The first step rent is determining your income for program eligibility. You are required to report all money you receive from all sources, including government benefits, child support, family gifts and any assets, for each family member. Your income is determined using your gross income, not your net income.

You are required to report ALL income from ALL sources, for each family member.

Determining Your Adjusted Income

You may be eligible for some annual deductions. Your adjusted income is determined by subtracting the deductions from your gross annual income. The chart below shows types of deductions.

| | |
|-------------------------------|--|
| Child Support | Child support expenses <u>paid</u> by adult household members through a state or local agency. |
| Child Care | Reasonable child care expenses that enables an adult household member to work or further their education. You cannot get this deduction if the childcare is paid for by another agency. |
| Medical and Disability | Applies if the Head of Household, Spouse or cohead is at least 62 or disabled. If the family is eligible the unreimbursed medical expenses for all household members are counted. Allowances are structured in bands: Expenses less than \$2500 annually – no deduction Expenses of \$2500 to \$4999 annually - \$2500 allowance Expenses of \$5000 to \$7499 annually - \$5000 allowance Expense equal or greater than \$7500 annually - \$7500 allowance |

HOP Program Subsidy

All households that come on the program will have a fixed subsidy. Subsidy amounts are 50% of THA's Payment Standard for authorized unit size. Authorized unit size is noted in block 1 of your HOP Subsidy Form. The payment standards are based on HUD's Fair Market Rents for our area.

| SUBSIDY AMOUNT | | | | | |
|---|-------|-------|--------|--------|--------|
| Approved Unit Size | 1 | 2 | 3 | 4 | 5 |
| MTW Subsidy Amount (50% of payment standards) | \$538 | \$704 | \$1016 | \$1236 | \$1422 |

Time Limits

- All workable households will have a five year time limit from the date of admission to the program. This is the date you lease up in your first unit. However, if a family has a status change or multiple status changes (work-able to non-workable or non-workable to workable) they may only receive one work-able term regardless of length.

For example: A family is work-able and after two years of HOP assistance they receive a designation from DSHS saying they are exempt from TANF work requirements. At annual review time they are switched to non-workable. At the next review that designation is no longer valid which means the family is work-able again. The family would receive a 90 day notice because they have already received one work-able term even though the term was less than five years.

- A workable household as any household that does not fit the elderly/disabled definition.
- Non-workable households will not have time limits.
- A non-workable household is a household where all adult household members are:
 - 57 years of age at the time of admission and or
 - All adult household members have an income source that is due to the person being classified as a senior and or disabled and or
 - All adult members of the household are TANF recipients and DSHS has exempted the household member(s) from TANF work requirements for one of the following reasons:
 - An adult (55+) caretaker relative providing kinship care for a child
 - An adult with a documentable severe and chronic disability
 - An adult required in the home to care for a child with special needs
 - An adult required to be in the home to care for another adult with disabilities
- Your subsidy form will show if time limits apply

Rent the Landlord Charges

The amount of the rent the landlord charges for the unit is called the gross rent. THA will process the landlord's request to determine if the rent is reasonable and affordable. The landlord may be required to provide information about the rents charged for other rental units on the premises, if the premises include more than 4 rental units

The subsidy paid to the landlord will not increase if the landlord requests a rent increase

Where the owner is requesting a rent increase, THA will determine whether the requested increase is reasonable. THA will notify the owner of the determination in writing.

Increases will go into effect on the first of the month following the 60 day period after the owner notifies THA of the rent change or on the date specified by the owner, whichever is later. There will be NO increase in the amount of subsidy paid to the landlord if a rent increase is approved.

Your Rent Responsibility

The rent you pay to the landlord depends on the amount of gross rent. You are responsible for the difference between the gross rent and the HOP subsidy amount.

Example:

The family qualifies for a two bedroom subsidy.

The subsidy amount for a two bedroom is \$571.

The gross rent charged by the landlord is \$800.

| | |
|-------------------|--------------|
| Gross Rent | \$800 |
| HOP Subsidy | \$571 |
| Your rent portion | \$229 |

The gross rent less the HOP subsidy is the amount of rent you are responsible for.

Example:

The family qualifies for a two bedroom subsidy.

The subsidy amount for a two bedroom is \$571.

The gross rent charged by the landlord is \$500.

| | |
|-------------------|-------|
| Gross rent | \$500 |
| HOP Subsidy | \$571 |
| Your rent portion | \$0 |

The gross rent is less than the HOP subsidy so you would not have a rent payment.

Renting Up

You can use your HOP subsidy for a unit than is larger than the payment standard however the HOP subsidy will not increase.

Utility Allowance

Utility allowances don't apply to the HOP program because it is a fixed subsidy.

After You Move In

Your Lease/Rental Agreement and Subsidy Requirements

After you move in, you will be required to comply with the terms of your lease or rental agreement, your HOP subsidy and THA policies and procedures. If you do not comply with these requirements, you may lose your HOP Subsidy assistance.

Re-examination

THA will conduct annual re-examinations of your family income. You are required to report any changes in your family members and all income for each family member. It is important that you provide complete and correct information.

Complete your annual re-examination process on time to avoid interruptions in your assistance.

Success!
Your household
total income
meets or
exceeds 80%
area median
income!

THA may verify all the information you provide using state and federal databases. Additional information on these databases is provided in the packet. Given that the HOP subsidy is a fixed amount there will not be interim recertifications if the income changes. It is important that you complete the annual process on time to avoid any interruptions in your HOP subsidy assistance and to avoid termination.

If your household total income is at or above 80% area median income at any review or move THA will end the HOP assistance. You will receive a 90 day notice that the HOP assistance will end.

| The chart below is the area median income for the Tacoma Pierce County area as of 2020 | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|
| Size | 1 person | 1 person | 3 person | 4 person | 5 person | 6 person | 7 person |
| 80% AMI Annual Income | \$48,450 | \$55,400 | \$62,300 | \$69,200 | \$74,750 | \$80,300 | \$85,850 |

Hard Ship Policy

Unexpected loss of income hardship provides a 90 day extension. Within 3 months prior to the final HOP housing assistance payment, households may request a 90 day hardship by showing:

- An extraordinary change in circumstance resulting in an unforeseen loss of income that occurs within the three months prior to the final housing assistance payment.

Examples of an extraordinary change may include:

- One or more household members with income have permanently left the household.
- A household member's medical or health condition is preventing a work-able adult from working or is causing a reduction in work hours for a currently employed adult.

Active participation in a program or activity to increase earnings: Up to a 1 year extension

Within three months prior to the final housing assistance payment households may request up to a one year extension by showing:

- Any adult member of the household must be participating in a qualifying program to increase income; **AND**
- The household must remain participating in the qualifying program until the end of the shelter burden or the end of the extension (whichever occurs first).

Qualifying programs are any programs or activities that must likely result in the reduction of shelter burden.

Examples of qualifying programs include: degree, vocational certificate, workforce development activity and the completion of FSS.

- Households must be in compliance with THA policies.
- THA staff, in consultation with the household, will determine the duration of the extension but in no case shall it last longer than one year beyond the five year time period.
- If an extension request is denied, the household may request an appeal. THA will have up to twenty business days to review the request and make a determination.

Notifications

Annually participants and landlords will receive a letter detailing the remaining number of years they may continue to receive HOP rental assistance. An additional notification will be sent out approximately six months prior to the end of the assistance.

Annual Inspections

Your unit must be inspected annually to make sure it meets the Housing Quality Standards. THA will schedule the inspection and send you written notice of the inspection. You or an adult family member must be present for the inspection. You and your family will be responsible for repairing damage to your unit that is beyond normal wear and tear. You must allow the inspection or you may lose your housing assistance.

If you have a serious complaint about the condition of your unit, tell your landlord or property manager immediately. It is also recommended that you put your complaint in writing to the landlord. If your complaint is not addressed in a reasonable amount of time please notify your THA Housing Specialist.

**Report ALL
changes in
your household
members or
income within
10 days.**

Reporting Changes to Your Family or Income

You must report all changes in your household members or income within 10 days online. THA must approve the addition of any one living in your unit prior to them moving in. You must report changes in income for any family member within 10 days. If you do not report changes to who is living in your unit or changes in your income, you may lose your housing assistance or you may have to repay money to THA. Our website is located at <https://www.tacomahousing.org>. Select the Clients/Tenants tab and choose the Change of Circumstance form from the drop down menu.

Changes to Your Lease or Rent

Your landlord may not change the terms of your lease or rental agreement or your rent without notifying THA. If your landlord asks you to change your lease, contact THA. At the end of the lease, the landlord may request a rent increase. Your landlord must request a rent increase, in writing, 60 days before the lease or rental agreement ends. THA must approve the rent increase before the landlord can charge a higher amount.

Moving to Another Unit

Generally, you may move to another unit when your lease or rental agreement ends. You must provide written notice to your landlord and THA at least 45 days in advance unless your lease requires longer notice. Once you have provided notice, THA will issue a subsidy form to you so you can start a new search.

Moving to a new home can be expensive and difficult, even if you aren't moving very far. Here

**Moving to a
new home can
be expensive
and difficult,
even if you
aren't moving
very far.**

are some things to think about when deciding if you should move.

| | |
|--|---|
| <input type="checkbox"/> Apartment application fee(s) | <input type="checkbox"/> Storage space |
| <input type="checkbox"/> Rental security deposits | <input type="checkbox"/> Cleaning supplies |
| <input type="checkbox"/> Telephone, water, electrical, and other utilities | <input type="checkbox"/> Carpet cleaning |
| <input type="checkbox"/> Hiring movers | <input type="checkbox"/> Time off from work |
| <input type="checkbox"/> Truck rental costs | <input type="checkbox"/> A new childcare provider |
| <input type="checkbox"/> Gasoline and other travel expenses | <input type="checkbox"/> New school registration |
| <input type="checkbox"/> New furniture and/or appliances | |

You may also end up with rent “overlap” if you move too soon. If you move into a new unit before the lease at your old unit ends, you will have to pay the full rental amount.

Moving to another unit continued

You may be allowed to move before your lease to protect the health or safety of a family member, to accommodate a change in family circumstance, to address an emergency situation over which the family has no control or an approved reasonable accommodation to move. To be allowed to move in any of these situations, you will have to provide documents that prove the situation applies to you. The HOP program will not allow transfers between programs.

If you move before the lease ends, you will have to pay the full rental amount.

Portability

Research the differences in housing authority requirements prior to requesting to port to another jurisdiction

Portability is the process by which a family obtains a subsidy from a housing authority and uses it to lease a unit in the jurisdiction of another housing authority. A family receiving a HOP subsidy through THA must have had the head of household, spouse or co-head residing in our jurisdiction for at least 12 months before requesting portability. THA limits outgoing portability except for households who need to move out of the jurisdiction except for the following reasons:

- Approved reasonable accommodation
- Situations covered under Violence Against Women Act (VAWA)
- The receiving housing authority is absorbing the HOP subsidy

If you would like to move to another area, you need to inform THA approximately 60 days before your lease expires. You will have to complete and submit a Request to Port form. To complete the form you will need to provide contact information for the housing authority you want to port to and the estimated date that you are porting out. It is very important that you contact the new Housing Authority as soon as possible.

The new Housing Authority will issue one of their vouchers to you once you arrive. At this point, the rules that have been established by the new Housing Authority apply to your search. Most commonly this includes screening criteria, determining the bedroom size of your voucher, the maximum amount of the payment, eligibility for voucher extensions and a variety of other issues. It is important that you understand all of the new Housing Authority's requirements because it can affect your ability to lease a unit. If your voucher expires before you lease a unit, you will no longer be eligible for voucher assistance in THA's program. If you change your mind and want to return, you must inform THA in writing before your voucher expires.

Exception requests to THA's standards may be reviewed through the reasonable accommodation request process.

The new Housing Authority may choose to absorb you into their program. This means that you will now be subject to all the rules and regulations of the new Housing Authority.

Your Rights and Responsibilities

Your Responsibilities — Participant Obligations

In the HOP program, you have certain responsibilities. These responsibilities are called participant obligations. If you and your family do not comply with the requirements of the participant obligations, you may lose your subsidy. On the following pages are family obligations in two groups; things the family **MUST DO** and things the family **MUST NOT DO**.

Under the HOP Program participant's obligations, the family **MUST**:

- Report on line at www.tacomahousing.net any changes in income and/or household composition within 10 days of the occurrence. Including someone moving out of my unit. Proof of where the person is now living may be required.
- Certify that the house or apartment will be my only residence.
- Allow Tacoma Housing Authority (THA) to perform Housing Quality Standard (HQS) inspections with reasonable notice. I am responsible for all damages caused by my family and guests. Unit abuse, owing rent and unpaid utilities may result in termination of housing assistance.

HOP Program participant obligations continued

- Receive approval from THA before allowing anyone to move into my unit. I must also receive permission from THA before I move. I must notify THA if I will be away from my unit for more than 30 days. I must make all requests in writing.
- Cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. I understand I must provide social security cards, birth certificates or other required documents for household members. Cooperation includes attending pre-scheduled meetings, completing and signing all needed forms.
- Comply with all provisions of my lease. I must pay my family share of the rent and utilities.
- Read and understand the RHIP EIV Guide that was included in the information that was given to me.

**You MUST
report all
changes in
income
and/or
household
composition
with 10 days**

Under the HOP Program participant's obligations, the family (including each family member) **MUST NOT:**

- Own any deed, title or claim to the unit. I understand I may not rent from any person related to any member of my household.
- Commit any serious or repeated violations of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program, including receiving another housing subsidy for my unit or any other unit under any federal, state or local housing assistance program.
- Sublease my assisted residence and will not allow anyone to live in my unit that is not on the lease.
- Make additional payments of any kind to the landlord that are not included in the lease and approved by THA and to do so is considered fraud.

HOP Program participant's obligations, the family (including each family member) **MUST NOT**, continued:

- Allow any other persons to use my mailing address. It is for the sole use of authorized household members.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises
- Not engage in any drug-related criminal activity, alcohol abuse or violent criminal activity, including threatening, abusive or violent behavior toward THA personnel or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Knowingly supplying false, incomplete, or inaccurate information. I will also be required to repay assistance overpaid on my behalf and may be terminated from the program. I certify that all the information I provide to THA is true and accurate.

You MUST NOT damage the unit or premises or permit any guest to damage the unit or premises.

Your Rights — Informal Hearing Procedure

Reasons for an Informal Hearing

THA has an informal hearing procedure for you to dispute certain decisions about your subsidy assistance. You may request an informal hearing to consider whether a THA decision about your circumstances was made in accordance with the law, HUD regulations, and THA policies. You may request an informal hearing for the following types of THA decisions:

- Determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- Determination of the appropriate utility allowance for tenant paid utilities from THA's utility allowance schedule
- Determination of the family unit size under THA's subsidy standards
- Determination to terminate assistance for a participant family because of the family's actions or failure to act

You may request an informal hearing for the following types of THA decisions, continued:

- Determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- Determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account
- Determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking

THA is **NOT** required to provide an opportunity for an informal hearing in the following instances:

- Discretionary administrative determinations by THA
- General policy issues or class grievances
- Establishment of THA's schedule of utility allowances for families in the program
- Determination not to approve an extension or suspension of a HOP subsidy term
- Determination to not approve a unit or tenancy
- Determination that a unit selected by the applicant is not in compliance with the Housing Quality Standard (HQS)
- Establishment of THA's schedule of utility allowances for families in the program
- Determination not to approve an extension or suspension of a subsidy term

Informal hearing requests must be in writing.

Requesting an Informal Hearing

You must request an informal hearing in writing, no later than 10 business days from the date of THA's denial of assistance. You may request an informal hearing by delivering your request, in writing in person or by first class mail, by the close of business day to Tacoma Housing Authority, 902 South L Street, Tacoma, WA 98405.

Informal Hearing Notifications and Procedures

Once you request an informal hearing, and it qualifies for an informal hearing opportunity, THA will send you a letter. The letter will tell you if your request qualifies for a hearing. If your request qualifies for a hearing, the letter will inform you of the time, date, and place that the hearing will take place and the following information about the informal hearing process:

- THA representative(s) and any witnesses for THA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by THA as a reasonable accommodation for a person with a disability

Termination of Your HOP Subsidy

THA may terminate HOP subsidy assistance for a family because of the family's action or failure to act. THA's policies for the termination of assistance are as follows:

- If THA provides zero assistance for 180 consecutive calendar days, because the family's income has increased, the family's assistance terminates automatically.
- The family may request in writing that THA terminate their assistance at any time.

The following circumstances require mandatory termination of HOP subsidy assistance:

- Eviction from a unit for a serious or repeated violation of the lease.
- Conviction of any household member for production or manufacture of methamphetamine.
- Engagement of any household member in any illegal use of a drug or has a pattern of illegal drug or alcohol use that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- Violation of the participant's obligation not to engage in any drug-related or violent criminal activity during participation in the HOP program.
- Failure to comply with any Participant Obligations under the program.
- Been evicted from federally-assisted housing the last five years.
- Had assistance terminated under the program from any public housing authority for any member of the family.
- Committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- Currently owing rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- Not reimbursing any public housing authority for amounts the PHA paid to an owner under a HOPP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The following are other circumstances THA may terminate a family's assistance:

- Breaching the terms of a repayment agreement entered into with THA.
- Breaching the terms of a repayment agreement entered into with a third party (i.e. assisted landlord) as a condition of their continued assistance.
- Any family member has engaged in or threatened violent or abusive behavior toward THA personnel or a third party acting on behalf of THA.

Your Rights if You are a Victim of Domestic Violence

The Violence Against Women Act (VAWA) protects victims of domestic violence, dating violence, or stalking. If you are a victim of domestic violence, you cannot be denied subsidy assistance, be evicted or lose your subsidy assistance as a result of that violence. The following is an overview of VAWA requirements.

| | |
|---|--|
| Eligibility Protection | THA may not deny assistance or admission to an applicant on the basis of the applicant's current or past status as a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission. |
| Protection from Eviction or Assistance Termination | THA may not deny assistance or terminate participation or evict you from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. If you or an affiliated individual of yours is or has been a victim of the crimes cited above by a member of your household or any guest you may not be denied rental assistance solely on the basis of criminal activity relating to that domestic violence, dating violence, sexual assault, or stalking. |
| Eviction of Perpetrators | THA may divide (bifurcate) your lease in order to terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. |
| Certification | A landlord, property manager, or THA may ask that an individual certify, using a HUD-approved certification form or other documentation, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident in question is a true incident of actual or threatened abuse. |
| Confidentiality | All information provided to THA under VAWA must be retained in confidence, unless disclosure is requested or consented to by the individual in writing, or required for use in an eviction proceeding or termination of assistance, or otherwise required by applicable law |

For more details about VAWA and the rights of victims of domestic violence, refer to the Notice and Certification form in this packet

Your Rights during the Foreclosure of a Rental Property

If you are living in a unit that receives a notice of foreclosure, federal law requires that the new owner allow you to stay until the end of your current lease, unless the new owner is going to live in the house.

Community Services

The HOP program offers increased assistance with THA's Community Services Department. Services include but are not limited to:

- Employment Services
- Education Access
- Connecting with partnering agencies
- Family Self-Sufficiency Program

See the Community Services flyer in your packet for more information

Right to Privacy

All adult household members of both applicants and participants are required to sign a General Release of Information form and Privacy Act Notice. The General Release of Information form and Privacy Act Notice states how family information will be released and include the Federal Privacy Act Statement. Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

Information Provided to Others About You

HUD regulations allow the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the family's landlords for those addresses. Upon request the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug related criminal activity or any violent criminal activity.



TACOMA HOUSING AUTHORITY

Participant Obligations Form THA Form (#) REM-LSNG-150

1. I understand that I am required to report **online at www.tacomahousing.net** any changes in income and/or household composition within 10 days of the occurrence.
2. I certify that the house or apartment will be my only residence. I will not sublease my assisted residence and will not allow anyone to live in my unit that is not on the lease.
3. I must allow Tacoma Housing Authority (THA) to perform Housing Quality Standard (HQS) inspections with reasonable notice. Federal regulations state I am responsible for all damages caused by my family and guests. Unit abuse, owing rent and unpaid utilities may result in termination of housing assistance.
4. I understand I must receive approval from THA before allowing anyone to move into my unit. I must also receive permission from THA before I move. I must notify THA if I will be away from my unit for more than 30 days. I must make all requests in writing.
5. I understand that I must notify THA **online at www.tacomahousing.net** if a person moves out of my unit within 10 days of the occurrence. I may be required to provide proof of where the person is now living.
6. I understand it is my family obligation to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. I understand I must provide social security cards, birth certificates or other required documents for household members. Cooperation includes attending pre-scheduled meetings, completing and signing all needed forms.
7. I understand I may not make additional payments of any kind to the landlord that are not included in the lease and approved by THA and to do so is considered fraud.
8. I understand I must comply with all provisions of my lease and not commit any serious or repeated violations of the lease. I must pay my family share of the rent and utilities.
9. I understand that my mailing address is for the sole use of authorized household members and may not be used by any other persons.
10. Household members cannot commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program, including receiving another housing subsidy for my unit or any other unit under any federal, state or local housing assistance program. The household may not own any deed, title or claim to the unit. I understand I may not rent from any person related to any member of my household.

11. Household members may not engage in any drug-related criminal activity, alcohol abuse or violent criminal activity, including threatening, abusive or violent behavior toward THA personnel or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.
12. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State criminal law. I will also be required to repay assistance overpaid on my behalf and may be terminated from the program. I certify that all the information I provide to THA is true and accurate.
13. I acknowledge that I have received, read, and understand the RHIIP EIV Guide that was included in the information that was given to me. Additionally, by signing below, each of my household members over the age of 18 acknowledge that they have read and understand the RHIIP EIV Guide.

I have read and I understand the above Participant Obligations. I understand that failure to comply with them may result in denial of admission, an obligation to repay assistance overpaid on my behalf, and /or termination from the housing assistance program. All adults, 18 years and older must sign this form.

Head of Household

Date

Adult Family Member

Adult Family Member

Adult Family Member

Adult Family Member

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

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

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

redcoration) 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: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public

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

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

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

g. Owner notice of grounds

- (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.

9. Lease: Relation to HAP Contract

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

10. 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.

11. Family Move Out

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

12. Security Deposit

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

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the 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.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give 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.

16. Notices

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

17. 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.

Housing Opportunity Program (HOP)

steps to your new home

For more information, reference pages in this Briefing Packet.

1. You have been issued a Housing Opportunity Program Subsidy and a Request for Tenancy Approval Packet (RFTA) to begin your search.
2. Once you have found a unit, make sure it is within THA's jurisdiction. Have the landlord or their representative complete the RFTA and submit it to THA.
3. A Housing Quality Standards (HQS) Inspection will be scheduled for the unit with the landlord or their representative.
4. Upon passing the HQS inspection you can sign the lease and move in knowing that THA will pay the subsidy directly to the landlord.
5. The landlord or their representative will know if the unit passed inspection before your caseworker knows. Keep in contact with the landlord regarding when the inspection is scheduled.