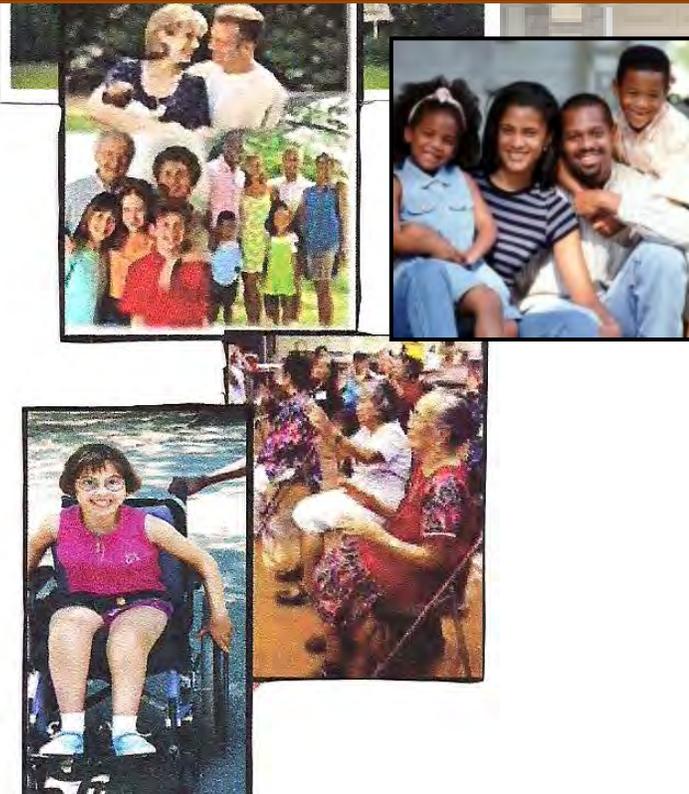




Baltimore County Housing Office
HOUSING CHOICE VOUCHER PROGRAM



Landlord Leasing Process Guide

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- f.Sign-Off for New Landlords
- g.Basic Guidelines for Housing Quality Standard Inspections
- h.Baltimore County Code Chapter 16:Smoke Detectors – Rental Dwelling Units
- i.Housing Quality Standards Inspections Floor Plan
- j.IRS Form – W-9
- k.Lead-Based Paint Sign-Off

III. REFERENCE MATERIALS

Guide to Local, State and Federal Laws Governing Tenant-Landlord Relations” (Excerpt reference information from Baltimore Neighborhoods Incorporated.)

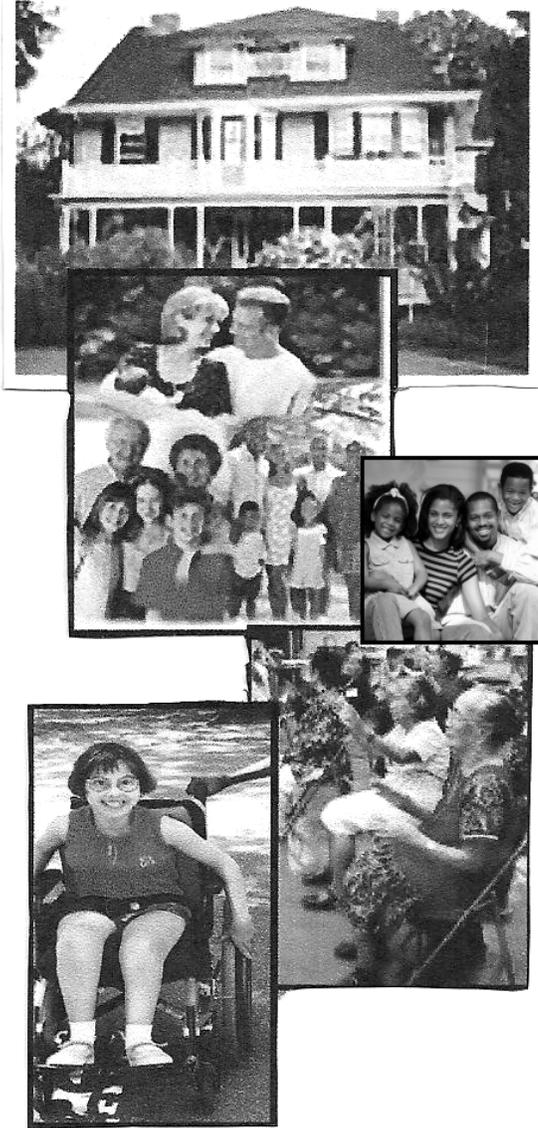
The Baltimore County Housing Office is dedicated to ensuring our rental assistance programs are readily accessible to and usable by individuals with disabilities. You may request an assistance aid, service or accommodation if you or a family member has a disability that limits one or more major life activities by calling (410) 853-8900 (voice); or Maryland Relay 711.

The Baltimore County Housing Office does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of housing services.



Equal Housing Opportunity

Opportunities for Landlords & Property Owners



with the

Housing Choice Voucher Program

Opportunities for Landlords & Property Owners

What is the Housing Choice Voucher Program?

The cost of rental housing is out of reach for a majority of low to moderate income families. HUD's Housing Choice Vouchers fill the gap between what the family can afford and what the landlord charges as market rent.

The program reflects private market leasing processes. Families with Housing Choice Vouchers independently search for housing in the private market, contact landlords to visit the units, and apply for leasing.

Landlords maintain their rights to screen and select families using their own criteria. Landlords use their existing leases and management processes.

Landlord Responsibilities

- Screen & select families
- Execute and enforce the lease.
- Collect the rent.
- Maintain the unit in accordance with Housing Quality Standards (HQS).
- Comply with the terms of the HAP Contract.

Tenant Responsibilities

- Abide by the terms of the lease.
- Pay rent on time and take care of the unit.
- Pay for tenant-supplied utilities.
- Comply with the terms of the Housing Choice Voucher.

What is required for properties to qualify?

Vouchers may be used in any type of housing...multi-family apartments, single family homes, townhouses, etc., provided the unit...

- Size is appropriate for the number of family members
- Rent is reasonable compared to other units of like type, size and condition in the same area, and is affordable to the family
- Condition meets HUD's Housing Quality Standards

What is the leasing process?

Leasing is easy! Follow these steps...

Landlords

- Advertise their units.
- Screen and select tenants.
- Complete and submit a "Request for Tenancy Approval" and associated leasing documents.

The Housing Office

- Completes rent reasonableness and affordability determinations.
- Schedules and conducts unit inspections.
- Notifies landlords and families when the units are approved.
- Authorizes assisted tenancies.

Landlords

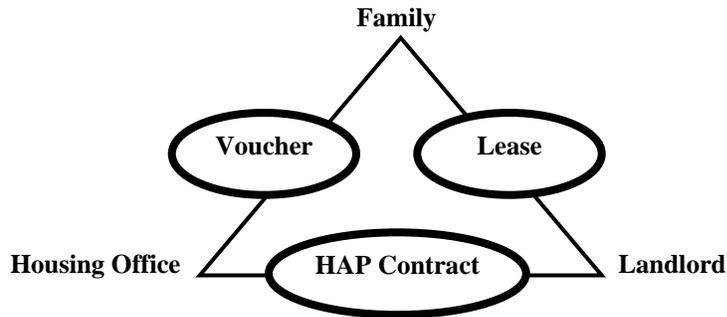
- Collect a security deposit.
- Enter into a lease with the family.
- Enter into a housing assistance payments (HAP) contract with the Housing Office.

The Housing Office

- Makes monthly housing assistance payments to the landlord.

Tenants

- Make monthly rent payments to the landlord.



A good match!

Our families are looking for units where they can settle down and become part of the community.

You have vacant units.

Let us show you how you can benefit from participating in the Housing Choice Voucher Program. We...

- Help you market your unit at no cost
- Facilitate the streamlined paperwork for the program
- Pay the housing subsidy directly to you the first of every month

Baltimore County's Housing Choice Voucher Program is administered by the Housing Office. Our landlord specialists provide the information you need to become a successful partner with us.

Join our partnership!



Contact Us: Baltimore County Housing Office

6401 York Road

Baltimore, Maryland 21212

410-853-8900

410-853-8999 (Fax)

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Equal Housing Opportunity

Housing Choice Voucher Program Key Roles

The main participants in the Housing Choice Voucher Program include **Congress, HUD, Public Housing Authorities (PHAs), private landlords** and **assisted families**. The key roles and responsibilities are illustrated in Chart 1 and summarized below:

Participant	Roles & Responsibilities
Congress	<ul style="list-style-type: none"> • Pass housing legislation • Appropriate funding
HUD	<ul style="list-style-type: none"> • Develop policy and regulations that interpret housing legislation • Allocate housing assistance funds • Provide technical assistance and training to PHAs • Monitor PHA compliance with program rules and goals
PHA	<ul style="list-style-type: none"> • Determine family eligibility and suitability for assistance • Explain program requirements to families & assist with housing search • Encourage landlords to participate in the program • Inspect and approve units for rent • Approve contract rents and determine subsidy amount • Pay housing subsidy to owners • Comply with federal and local rules
Landlord	<ul style="list-style-type: none"> • Screen, select and lease to tenants • Perform customary landlord functions • Maintain the housing quality standards set by HUD • Comply with the housing assistance payment contract and lease
Family	<ul style="list-style-type: none"> • Provide PHA with information to determine subsidy eligibility • Locate housing that meets quality and cost standards • Comply with lease and program requirements • Pay its share of the rent on time • Maintain the unit in good condition • Notify the PHA of any changes in income or family size

**Baltimore County Department of Health & Human Services
Housing Office**

Landlord Leasing Process Guide

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

If you are new to the Section 8 Housing Assistance Payments Program, please call 410.853.8906 for information about the leasing process.

When a family with a Section 8 Housing Choice Voucher wishes to rent your unit, follow the procedure below.

Leasing Procedure

1. All families who apply for your unit should complete a rental application. Rental applications can be downloaded from the Internet by searching “rental application” or purchased from stationery store. This will help you gain information you will need to **carefully screen** the families such as income, names and ages of all household members, vehicles, type of pets, and references.

Take an application from each person who applies for your unit to avoid fair housing issues. **You will be required to submit a copy of this application to the Housing Office.**

2. Complete the **Leasing Documents provided to you by the family**. See attached samples:
- Request for Tenancy Approval (RTA)
 - Lead based paint certification
 - Amenity form
3. Submit the above Leasing Documents by the **15th** of **the month** before the proposed move in date.

4. **If all Leasing Documents are not received and completed correctly by the 15th of the month before the proposed move in date, the move may not be approved by the first of the month.**
5. The Housing Office will inspect the unit. The inspector will notify you by phone in advance of the inspection so you may accompany the inspector.
6. The Housing Office will review the inspection and determine whether the proposed rent is reasonable and affordable for the family.

When the Housing Office determines the unit complies with Federal housing quality standards (HQS) and the rent is approved, **you will be notified BY PHONE that the unit has been approved. You and your tenant should then sign the lease.**

7. The Housing Office will advise you of the following:
- Effective date of the lease
 - Contract rent amount
 - Tenant rent amount
 - Housing assistance payment (HAP) amount
8. **Under no circumstances will the Housing Office authorize a family to move into a unit or begin payment on a unit BEFORE the unit is approved.**
9. When the Housing Office approves the unit, a staff member will contact you within two weeks regarding the paperwork required to begin your Housing Assistance payments.

10. You will be given the option to come to the Housing Office to bring your signed lease and sign the Housing Assistance Payments Contracts **OR** we will conduct the process by mail.

11. In order to receive your payment promptly, the Housing Office must have:

- Both copies of the HAP Contracts completed and signed by you.
- A copy of your signed landlord/tenant lease.
- Effective date of lease and utility and appliance responsibility on both these documents must be the same.

Landlords new to the program will be required to complete a Landlord Sign off form and complete an IRS W-9 form.

12. When the Housing Office receives all the requested documents **completed correctly**, payment will be issued to you within two weeks.

Reminder:

- The Housing Office must receive all Leasing Documents by the **15th of the month** before the proposed move in date in order to complete the process by the first of the month.
- Federal Regulations require the Housing Office to decline new lease-ups if the family will pay more than 40% of their adjusted monthly income for rent and utilities.
- **The Housing Office has no responsibility to screen the family for suitability.**
- The Housing Office will not authorize a family to move into a unit or sign a lease until the rent is approved. **You will be notified BY PHONE when the unit is approved.**

Please call us with questions.

Leasing Services Supervisor

Terri Murphy
410.853.8906
TMurphy@dhr.state.md.us

Inspection Services Supervisor

Lance Glaeser
410.853.8905
LGlaeser@dhr.state.md.us

Housing Office

Drumcastle Government Center
6401 York Rd.
Baltimore, MD 21212
410.853.8900
Fax: 410.853.8999

The Baltimore County Housing Office is dedicated to ensuring our rental assistance programs are readily accessible to and usable by individuals with disabilities. You may request an assistance aid, service or accommodation if you or a family member has a disability that limits one or more major life activities by calling 410-853-8900 (voice) or Maryland Relay 711.

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Sample Leasing Documents

- [Voucher](#)
- [Request for Tenancy Approval \(RTA\)](#)
- [Housing Assistance Payments \(HAP\) Contract](#)
- [Amenity Form](#)
- [Tenant Screening and Selection](#)
- [Sign-Off for New Landlords](#)
- [Basic Guidelines for Housing Quality Standard Inspections](#)
- [Baltimore County Code Chapter 16 Smoke Detectors – Rental Dwelling Unit](#)
- [Housing Quality Standards Inspections Floor Plan](#)
- [IRS Form W-9](#)
- [Lead-Based Paint Sign-Off](#)

Voucher Sample

Voucher Housing Choice Voucher Program

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

OMB No. 2577-0169
(Exp. 04/30/2014)

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, or otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in denial of family voucher issuance.

Please read **entire** document before completing form.
Fill in all blanks below. Type or print clearly.

1. Insert **unit size** in number of bedrooms. (This is the number of bedrooms for which the Family or individual is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)

2. **Date Voucher Issued (mm/dd/yyyy)**
Insert actual date the Voucher is issued to the Family.

3. **Date Voucher Expires (mm/dd/yyyy)** Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)

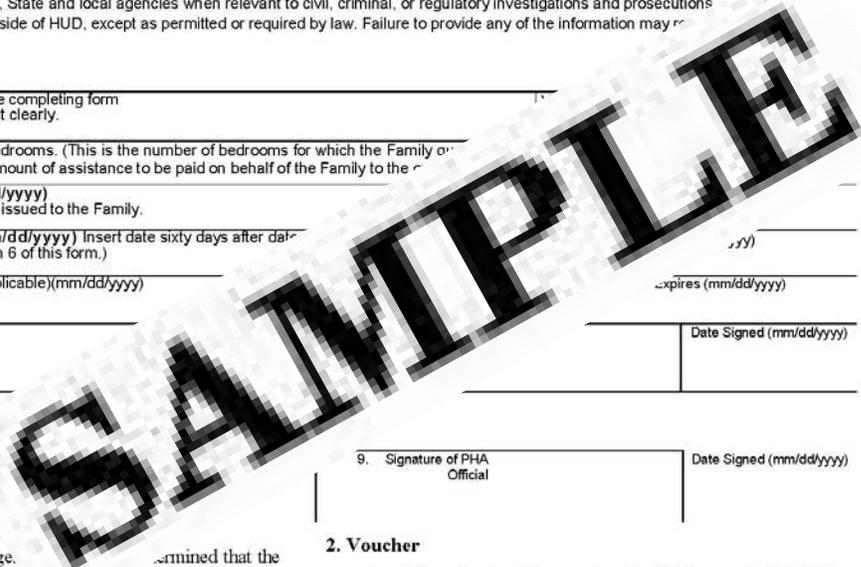
4. **Date Extension Expires (if applicable)(mm/dd/yyyy)**
(See Section 6. of this form)

5. Name of Family Representative _____ Date Signed (mm/dd/yyyy) _____

7. Name of Public Housing Agency _____

8. Name and Title of PHA Official _____

9. Signature of PHA Official _____ Date Signed (mm/dd/yyyy) _____



1. Housing Choice Voucher

- A. The public housing agency has determined that the above named family (its member) 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.

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.

Request for Tenancy Approval Sample

NAME: _____

Request for Tenancy Approval Housing Choice Voucher Program

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

OMB Approval No. 2577-0169
(exp. 09/30/2010)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agency may not conduct or sponsor, and a person is not to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) Baltimore County Department of Social Services Housing Office 6401 York Rd. Baltimore, Md. 21212			2. Address of Unit and ZIP CODE		
3. Requested Beginning date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit	8. Date Unit Available for Inspection

9. Type of House/Apartment	<input type="checkbox"/> Townhouse or Duplex	<input type="checkbox"/> Single Family Detached	<input type="checkbox"/> Elevator/hoistway
	<input type="checkbox"/> Apartment	<input type="checkbox"/> Apartment in a house	<input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy)

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

Section 202 Section 221 (d)(3)(BMR) Section 236 (Intermediate Care) Section 515 Rural Development

Home Tax Credit

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

11. Utilities and Appliances

Specify type of fuel with an "X" and indicate who pays the bill for each utility listed on the chart by writing an "O" if the owner pays and a "T" if the tenant pays.

Item	Fuel Type (Check appropriate box)	Who pays? O (owner) or T (tenant)
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other	
Electric		
Water		
Sewer		
Trash Collection		
Central Air Conditioning (not window units)		
Refrigerator purchased by Tenant or Owner?		
Stove purchased by Tenant or Owner?		

WARNING: The attached Lead-based paint sign off and both sides of this form must be completed and signed by landlord and family or the request *will not* be accepted. If the unit has been inspected by a State certified inspector and found to be free of lead-based paint, the certification can be attached in lieu of the lead-based paint sign off.

12. Owner's Certifications. By executing this request, the owner certifies that:

a. The program regulation requires the PHA to certify 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 rental 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.

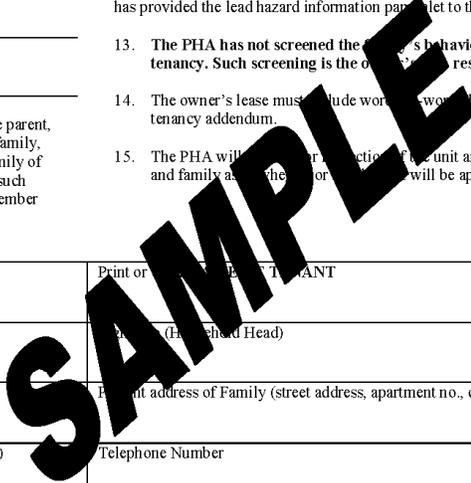
_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

14. The owner's lease must include wording covering all provisions of the HUD tenancy addendum.

15. The PHA will perform an inspection of the unit and will notify the owner and family as to the results. The inspection will be approved.

Print or Type NAME OF OWNER		Print or Type NAME OF TENANT	
Signature of Owner or Owner's Representative		Signature of Tenant (Household Head)	
Business Address		Home address of Family (street address, apartment no., city, State, zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



*****The section below MUST be completed with the name, address, and social security or tax ID number shown on your federal tax return. You may be contacted by the Baltimore County Housing Office to complete an IRS W-9 form. W-9 information MUST match the information given in the section below.*****

Send Monthly Check to: _____

Landlord's Social Security Number or Landlord's Tax ID #: _____

If unit(s) is owned by a partnership we need the Federal Tax ID#: _____

Family's Current Address: _____
Current Landlord's Name: _____
Current Landlord's Address: _____
Prior Landlord's Name: _____
Prior Landlord's Address: _____

Housing Assistance Payments Contract

**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

OMB Approval No. 2577-0169
(exp. 07/31/2007)

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 approval of the owner and the PHA.

SAMPLE

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

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

SAMPLE

The owner may not collect a security deposit in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.

The Baltimore County Housing Office deems the housing assistance payment to have been received by the owner upon the date mailed by the Baltimore County Housing Office.

**Signatures:
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)

**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
OMB Approval 2577-0169 (Exp. 04/30/2014)**

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 and unit address, and owner's name and payment address is mandatory. 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 information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. 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 or owner participation in the program.

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

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

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

Signatures:

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)

**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

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).

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 equal opportunity statutes, Executive Orders, and regulations:

- a. 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 HAP 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.

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

- b. 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 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.

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. **This provision will sunset on December 31, 2012 unless extended by law.**

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.
- 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.

**Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development**
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program

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).

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

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition 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.

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.

16. Notices

New Move-in Amenity Form

Census Tract _____

Tenant Name: _____
 Unit Address (Not Rental Office address): _____

 Proposed Contract Rent/Mo: _____
 Landlord Name: _____
 Landlord Phone #: _____

(For Office Use Only)

Unit Type

Single family detached Square Footage: _____
 Row house or Townhouse
 Single family Semi-detached Year Built: _____
 Apartment
 Condo

Number of bedrooms: _____

Amenities

_____ Number of baths	<input type="checkbox"/> Microwave	<input type="checkbox"/> Balcony
<input type="checkbox"/> Washer	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Porch
<input type="checkbox"/> Dryer	<input type="checkbox"/> W/D Hookups	<input type="checkbox"/> Patio
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Ceiling fan	<input type="checkbox"/> Garage ___1 ___2
<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Pool	<input type="checkbox"/> Carport ___1 ___2
<input type="checkbox"/> Central Air	<input type="checkbox"/> Window A/C units	<input type="checkbox"/> Lawn service provided
		<input type="checkbox"/> Pest control provided

Specify type of fuel and indicate who pays the bill for each utility – Owner “O” or Tenant “T”

Item	Fuel Type (Check appropriate box)					Who pays? O (owner) or T (tenant)
Heat	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other	
Stove	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other	
Water Heater	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Electric	<input type="checkbox"/> Coal or Other	
Electric						
Water						

Name of Owner (Please Print)

Signature of Owner/Owner Representative **Date**

Amenity Form 9/28/11

TENANT SCREENING AND SELECTION

The Baltimore County Housing office encourages you to carefully screen and select prospective tenants. Successful landlord/tenant relationships are important to both you and the community.

A voucher is not an endorsement of a family's suitability as your tenant. You must screen the Section 8 voucher holder just as you would any other prospective tenant.

HUD regulations state the following:

- The PHA has no liability or responsibility to the owner or any other persons for the family's behavior or suitability for tenancy.
- The owner is responsible for screening and selection of the family to occupy the owner's unit.
- The owner is responsible for screening of families on the basis of their tenancy histories. an Owner may consider a family's background with respect to such factors as:
 - Payment of rent and utility bills
 - Caring for a unit and premises
 - Respecting the rights of other residents to the peaceful enjoyment of their housing
 - Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others
 - Compliance with other essential conditions of tenancy
- The Housing Office must give the owner:
 - The family's current and prior address (as shown in the records)
 - The name and address (if known to the Housing Office) of the landlord at the family's current and prior address

Sign-off for New Landlords

_____ **Screening and Selection.** It is the landlord's responsibility to carefully screen and select tenants for suitability.

Some suggestions for screening are:

- Perform a credit check
- Visit the applicant's current residence to survey housekeeping
- Check references from the last two landlords (the BCHO can provide these to you)

***The landlord must have the same criteria for every tenant regardless of whether they are market tenants or subsidized tenants

_____ **Housing Office Payment to the landlord.** In order to receive payment from the Housing Office, the unit must pass inspection and the landlord must provide the following documents:

- Signed Housing Assistance Payments Contract
- Lease must be consistent with the Housing Assistance Payments Contract
- Proof of Ownership of the unit
- Management agreement if applicable

_____ **Tenant Payment to the landlord.** Tenant is responsible for paying the portion of the rent to owner determined by the Housing Office. The tenant is not responsible for paying the portion of rent to owner covered by the housing assistance payment determined by the Housing Office. The landlord may not terminate the tenancy for nonpayment of the housing assistance payment.

_____ **Side Payments.** The Housing Office determines the tenant's portion of the rent at the initial lease up and at each recertification. The landlord may not charge the tenant any additional money for rent in excess of the portion determined by the Housing Office. The landlord is allowed to charge a pet fee and/or late fees. Receipt of side payments is grounds for termination of the Housing Assistance Payments Contract.

_____ **Lease enforcement.** It is the landlord's responsibility to enforce the lease. The tenant is not protected by virtue of being on the rental assistance program. If the tenant breaches the lease, the landlord may take the tenant to court. Per the Housing Assistance Payments Contract, "The Housing Office has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy."

_____ **Housing Assistance Payments (HAP) Contract.** The landlord must abide by the terms of the HAP Contract.

_____ **Lease.** The lease **must** contain the following information:

- The name of the landlord and tenant
- The address of the unit rented (including the apartment number)
- The term of the lease (initial term and any renewal provisions)
- The amount of the monthly rent to the landlord
- Specifications about which utilities are to be paid by the tenant
- Specifications about which appliances the tenant must supply

_____ **Relative Rule.** The landlord may not be the parent, child, grandparent, grandchild, sister or brother of any member of the voucher holder's household unless the voucher holder has received special permission as a reasonable accommodation for a household member with disabilities.

_____ **Eviction.** The Housing Office has no authority to remove the tenant from the unit. The landlord must take the tenant to court to evict the tenant.

_____ **Notices to the tenant.** The landlord must give the Housing Office copies of all correspondence sent to the tenant regarding the family's tenancy including court notices.

_____ **Collect a security deposit.** The landlord may not collect a security deposit in excess of private market practice or in excess of amounts charged by the landlord to unassisted tenants. A voucher holder must be treated the same as any other tenant.

The Housing Office does not pay for any damages caused by the tenant. The landlord may use the security deposit to defray the cost of any needed repairs when the tenant moves out.

_____ **Damages to the unit.** **The Housing Office does not pay for tenant caused damages.** If the tenant damages the unit, the landlord may take the tenant to court. The Housing Office will take action to terminate the tenant from the unit as a last resort. If the Court determines the tenant has caused damages to the unit, the landlord may sue the tenant for damages.

_____ **Contract and lease effective date.** According to HUD regulations, the Housing Office MUST NOT begin a contract with the landlord until the unit passes inspection and the rent is approved by the Housing Office. **The tenant is responsible for paying any rent prior to the beginning date of the Housing Assistance Payments contract.** Tenants are advised not to move in to a unit or sign a lease until the unit passes inspection and the rent is approved by the Housing Office.

_____ **Rent Increase.** The landlord may not increase the rent during the initial term of the lease. The rent may be increased at the first renewal by giving the tenant notice in accordance with the lease. The Housing Office must be notified in writing at least sixty (60) days before any rent increase goes into effect. The Housing Office must determine whether the proposed rent is reasonable.

_____ **Sale of Unit.** The owner must notify the Housing Office of intent to sell the unit. The landlord may not assign the HAP contract to a new owner without the prior written consent of the Housing Office. The new owner must agree to be bound by and comply with the HAP contract and the current lease.

_____ **Family move out.** The landlord must notify the Housing Office as soon as the family moves from the unit.

If the family moves from the unit, the Housing Contract and lease terminate automatically.

_____ **Housing Assistance Contract and Lease termination.** The Housing Assistance Payments contract terminates automatically if the lease is terminated by the landlord or the tenant.

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

_____ **Owner certification.** Each month when the landlord endorses the HAP check, the landlord certifies:

- The landlord has not charged or received any payments or other consideration from the tenant except for the tenant portion determined by the Housing Office.
- The rent charged is comparable to unassisted units in the area and the tenant resides in the unit.

- The landlord is maintaining the unit in accordance with HQS.
- To the best of the landlord's knowledge, the members of the family reside in the unit and the unit is the family's only residence.
- The landlord or other principal or interested party is not the parent, child, grandparent, grandchild, sister or brother of any family member.

The above items have been explained to me, and I understand my rights and responsibilities as a Rental Assistance Program landlord.

Landlord Name (Please Print)

Signature of landlord

Date

Signature of Housing Office Representative

Date

SAMPLE

The Baltimore County Housing Office is committed to ensuring our rental assistance programs are readily accessible to and usable by individuals with disabilities. You may request an assistance aid, service or accommodation if you or a family member has a disability that limits one or more major life activities by calling 410-853-8990 (voice) or Maryland Relay 711.

The Baltimore County Housing Office does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of housing services.



Sign off for Landlords 4.26.10

Basic Guidelines for Housing Quality Standard Inspections

1. Utilities must be turned on prior to the inspection.
2. Gutters and down spouting must be operable, with the capability to divert or keep water runoff from entering the unit.
3. Stairways: A handrail must be present when there are four or more consecutive steps (interior and exterior of unit).
4. Secure railing are needed for a porch, balcony, or other unprotected height, which is 30 or more inches above the ground.
- 5. The unit must be completely free of chipping or peeling paint on all interior and all exterior surfaces of the unit when children under the age of 7 will be in occupancy.**
6. There can be no severely cracked or broken windows that would be a safety hazard to occupants.
7. Basic bedroom requirements – 70 sq. ft. minimum. Window sizes must be at least 10% of the size of the floor area. Windows must be operable. The bedroom must have a heat source. The bedroom also must have two electrical outlets, or one outlet and one permanently installed light fixture.
8. Bathroom windows must be operable. If no window is present, the bathroom must have adequate ventilation to the outside of the unit.
9. If the tenant has access to the attic area, a battery-operated smoke detector is required, or the attic area must be permanently sealed off from the occupants.
10. The unit must have an operable smoke detector system that is in compliance with Bill 21-85. Systems vary due to structure of unit.
11. The hot water heater must have a temperature pressure relief valve and a discharge line. The discharge line must expel approximately 12 inches from the floor area or expel to a drain.
12. The unit should be free of running faucets or other plumbing related leaks (toilets included).
13. A refrigerator and stove must be in the unit and in working condition. (All burners and the oven must be operable.)
14. All electrical outlets and light switches must be secure, have covers, and be in working condition. Outlets cannot be painted shut.
15. There can be no frayed or exposed electrical wiring on either the interior or exterior of units.
16. There can be no tripping hazards (carpets, walkways, wiring, cable, etc.).
17. Doors that provide access or egress must have secure locks and striker plates.
18. Windows that are accessible from the outside must have secure locks.
19. The unit must be infestation free (roaches, rodents, and other vermin).
20. Carbon monoxide detectors in units identified in Bill No. 91-09.

**THE ABOVE LIST CONTAINS BASIC GUIDELINES ONLY!
This list does not contain ALL items that will be inspected during a
Housing Quality Standards Inspection.**



EQUAL HOUSING OPPORTUNITY

6/22/11

**BALTIMORE COUNTY CODE CHAPTER 16
SMOKE DETECTORS – RENTAL DWELING UNIT
(SEE OTHER SIDE FOR SAMPLE DIAGRAMS)**

Smoke Detectors

In order to better understand the requirements and intents of this legislation, the following information is being distributed:

Every building containing 1, 2 or 3 rental dwelling units shall be equipped with direct-wired, electrically operated smoke detectors.

These smoke detectors shall be installed in accordance with the building code requirements for new 1 and 2 family dwellings.

If such buildings were constructed prior to 1976, each dwelling space shall also contain a battery powered backup system(s).

Where only a single station smoke detector is required, a combination (AC/DC) unit may be used. Since there are at present no combination (AC/DC) units that are listed or approved to be interconnected, then in lieu of this combination unit, two different detectors (one direct-wired and one battery operated) could be used, thus meeting the intent.

An electrician licensed in Baltimore County who will file the proper permits must install any electrically operated smoke detector. We suggest that they make use of our postcard permits for each unit; this type of permit will also serve as the notification required to the Department of Permits and Licenses that compliance with Bill No. 21-85 has been accomplished.

In single family one level units with no basement and in single family two-story units with no basement, usually only one direct-wired detector would be required. If either one has a basement, then an additional smoke detector would be required in the basement, interconnected with the one in the sleeping area.

Two families in one dwelling unit without a basement would usually require only two direct-wired smoke detectors - one in each unit, and these would not be required to be interconnected. If the dwelling unit has a basement, then it would require three direct-wired smoke detectors. Only the basement and first floor units would be required to be interconnected.

Three families in one dwelling unit without a basement would usually require only three direct-wired smoke detectors, one in each unit, and these would not be required to be interconnected. If the dwelling unit has a basement, then it would require four direct-wired smoke detectors. Only the basement and first floor would be required to be interconnected.

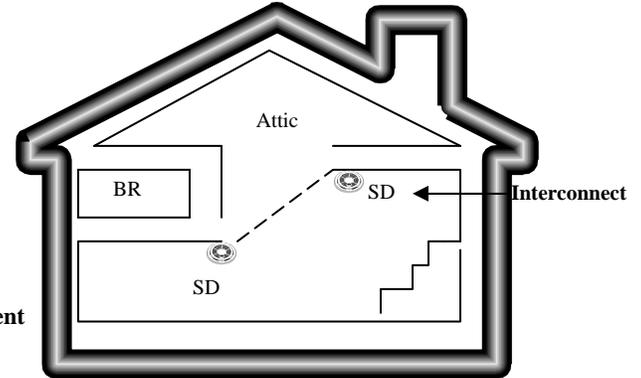
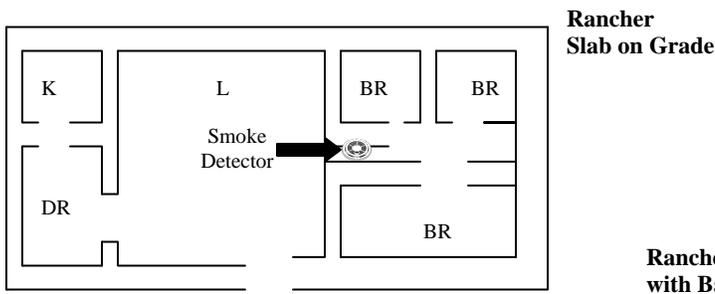
NOTE: If any significant distance separates two sleeping areas, then each such area shall have its own direct-wired detector.

Also: Remember, buildings constructed prior to 1976 must meet the additional requirement of having battery-operated smoke detector(s) as the backup system(s).

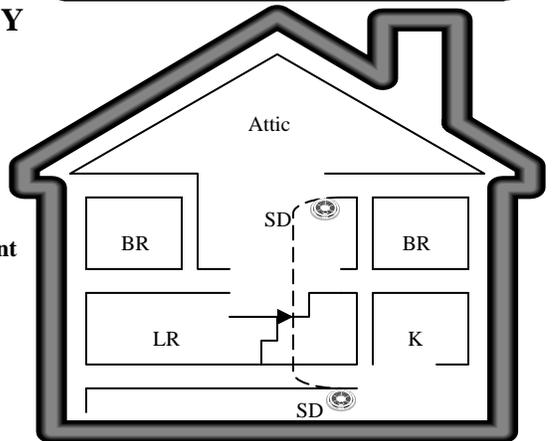
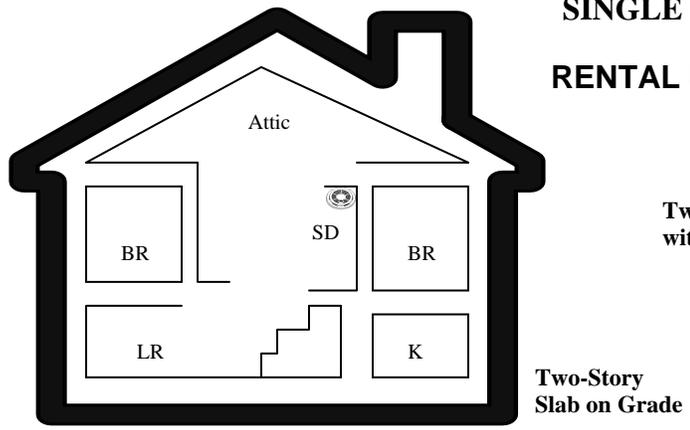
- In addition to Baltimore County smoke detector requirements, HUD requires an operable smoke detector on each level of the unit.

Smoke Detector Floor Plan

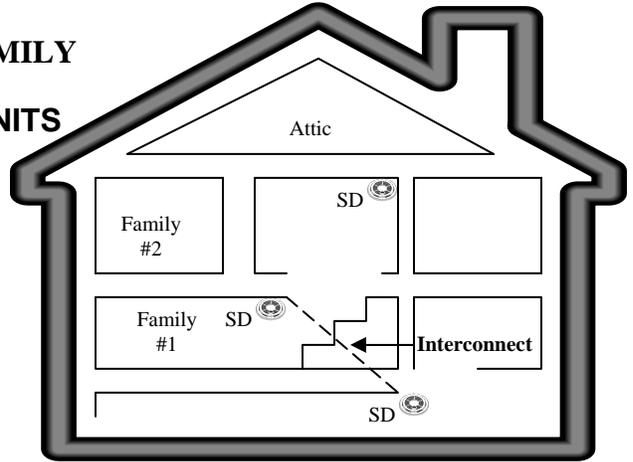
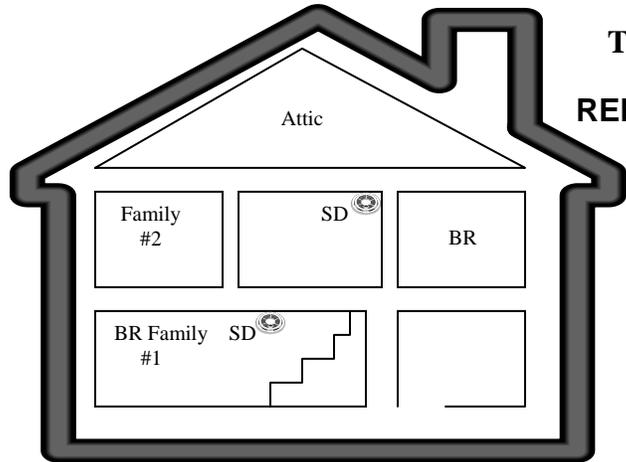
- IMPORTANT:**
- Building constructed prior to 1976 – must have battery-operated system(s) as backup.
 - Permit and notification required on electric direct wired Smoke Detectors.



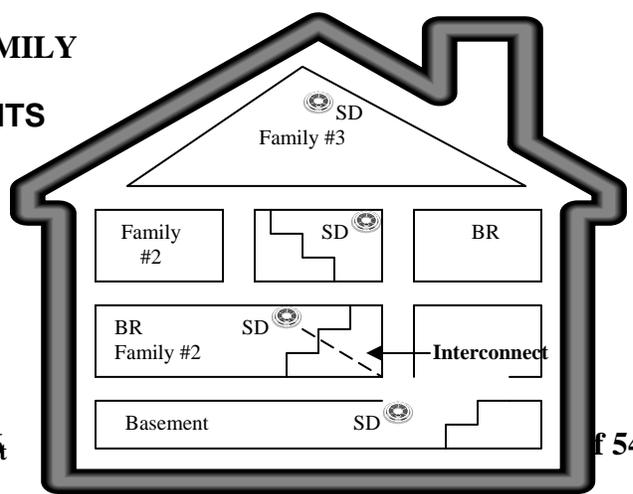
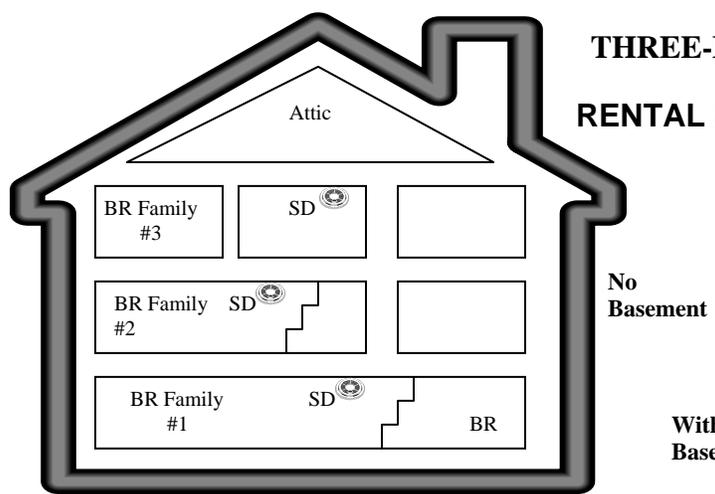
SINGLE FAMILY RENTAL UNITS



TWO-FAMILY RENTAL UNITS



THREE-FAMILY RENTAL UNITS



W9 Example

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation Trust/estate
 Limited liability company. Enter the tax classification (C=C corpor _____) Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification

Enter your TIN in the appropriate box to avoid backup withholding. For a resident alien, sole proprietor, or partner in a partnership, it is your employer identification number (EIN). For other entities, it is your taxpayer identification number (TIN) on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

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

LEAD –BASED PAINT SIGN-OFF

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

If your rental housing unit has been found to be free of lead-based paint by a certified state inspector, you may attach the certification in lieu of this lead-based paint sign-off.

Lead Warning Statement

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

Landlords (Lessor's) Disclosure (please initial)

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

- Known lead based paint or lead-based paint hazards are present in the housing (explain).
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessee (check one below).

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and or lead-based paint hazards in the housing (list documents below).
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Family (Lessee's) Acknowledgment

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

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

Agent's Acknowledgment

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

Certification of Accuracy (signature required)

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

Landlord (Lessor): _____ Date: _____

Landlord E-Mail: _____

Family (Lessee): _____ Date: _____

The Baltimore County Housing Office is dedicated to ensuring our rental assistance programs are readily accessible to and usable by individuals with disabilities. You may request an assistance aid, service or accommodation if you or a family member has a disability that limits one or more major life activities by calling 410-853-8900 (voice) or Maryland Relay 711.

The Baltimore County Housing Office does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of housing services.



Landlord Information

Baltimore County Department of Social Services
Housing Office

Do you have questions about becoming a Section 8 Housing Choice Voucher landlord?

The Baltimore County Housing Office invites you to attend an information session to learn more about the Section 8 Housing Choice Voucher Program.

When?	Second Friday of each month
Time?	10:00 a.m.
Where?	Baltimore County Housing Office Drumcastle Government Center 6401 York Rd. Baltimore, MD 21212

No appointment needed.

For more information, call 410-853-8954.



Reference Material

Excerpt reference information from
Baltimore Neighborhoods Incorporated

“Guide to Local, State and Federal Laws
Governing Tenant-Landlord Relations”

Baltimore Neighborhood Incorporated (BNI) Handout

This information has been reprinted from Baltimore Neighborhoods Incorporated Guide to Local, State and Federal Laws Governing Tenant-Landlord Relations with their permission.

Please remember:

- This information is not a substitute for legal advice.
- In the event certain laws change, please refer to the actual legislation and not BNI publications for the most recent information.
- This information does not cover commercial issues.

**Baltimore Neighborhood Incorporated (BNI) 410.243.6007 or
800.487.6007**

A Checklist For Renters

You can use the list of questions below to check an apartment before you move in. With some exceptions, you can also use it to log complaints about apartment conditions stemming from a landlord's failure to perform proper service or maintenance. Some questions cannot be answered by simple observation and may require interviewing tenants of other apartments in the building or asking the opinion of an expert knowledgeable in building problems (an architect or engineer).

1. What is rent per month?
2. Is a security deposit required? If so, how much is it and under what conditions is held?
3. Does the lease say rent can be increased if real estate taxes are raised, sewer or water assessments are hiked, or for any other reason?
4. **Do you pay extra (and how much) for such things as utilities, storage space, air-conditioning, parking space, master TV antenna connection, use of recreation areas (such as pool or tennis courts), installation of special appliances, late payment of rent, etc.?**
5. **Read the lease carefully. Mark any provisions that seem especially objectionable to you and try to have them removed from your lease. List also the provisions (not included) that you would like, such as sublet clause. Try to have these added.**
6. Assess the maintenance services: Is there a residential superintendent? Are maintenance hours (for usual services) restricted? How is emergency service handled?
7. How is refuse disposal handled? Are facilities easily "accessible are they well kept and clean?"
8. Laundry facilities: How many washers and dryers are available? Are they in good working order? (A washer and dryer for every 10 apartments is a good ratio.)
9. Building lobby: Is it clean and well lit? Does it have a lock or other security provisions? Is there a doorman? If so, for how many hours a day? How are deliveries handled?
10. Entrance and exit: Is an elevator provided? If so, is it in good working condition? Are the stairs well lit and in sound condition? Are fire exits provided? Is there a fire alarm or other warning system?
11. Hallways: Are they clean and adequately lit? Are they otherwise in good condition?
12. Are there signs of insects present? Of mice or rats?
13. Bathroom(s): Are the plumbing fixtures in good working order and reasonably clean? Does the hot water supply seem adequate? Is the tiles (if room is tiled) sound?
14. Kitchen: Is the sink in good working order, reasonably clean, and provided with drain stopper? Does the stove seem to be in good working order and reasonably clean? Is the refrigerator in good working order? Does it have a separate-door freezing compartment? If there is a dishwasher, is it in good working order?
15. Air-conditioning: Is the entire building air-conditioned? If not, are there separate units and are they functioning properly (if it's summer)?
16. Wiring: Are there enough electrical outlets? (Two or three to a room is the minimum.) Do all the switches and outlets work? Are there enough circuits in the fuse box (or circuit-breaker panel) to handle the electrical equipment you expect to install? (If there is a serious question, get an expert opinion.)
17. Does the heating system seem to be in good working order? Is it providing adequate heat (if it's winter)?
18. **Is there a fireplace? If so, are there any signs (such as smoke stains) that it has not worked properly.**
19. Windows: Are any broken? Can they be opened and closed easily? Are screens provided? Are there drafts around the window frame? Does the landlord arrange for the outside windows (in high-rise buildings) to be cleaned? And if so, how often?
20. Floors: Are they clean? Are they marred or gouged? Do they have water stains indicating previous leaks?
21. Ceilings: Are they clean? Is the plaster cracked? Is the paint peeling? Do they have any water stains indicating previous leaks?
22. Walls: Are they clean? Is the plaster cracked? Is the paint peeling? Does the paint run or smear when rubbed with a damp cloth?

23. Telephone: Are phone jacks already installed? Are they in convenient locations?
- 24. Television: Is TV (or hi-fi) playing forbidden at certain hours? Is an outside antenna connection provided? Is there a cable-TV connection?**
25. Is ventilation adequate? Is there an exhaust fan in the kitchen?
- 26. Lighting: Are there enough fixtures for adequate light? Are the fixtures in good working order? Does the apartment get reasonably adequate natural light from the windows?**
- 27. Storage space: Is there adequate closet space? Are there enough kitchen and bathroom cabinets? Is there long- term storage space available in the building for your use?**
28. Security: Does the entry door have a dead-bolt lock? A security chain? A through-the-door viewer?
- 29. Soundproofing: Do the walls seem hollow (when thumped) or solid? Can you hear neighbors upstairs, downstairs, or on either side of you?**
30. Outdoor place space: Is it provided? If so, are facilities well maintained?

TENANT'S RIGHT TO PRIVACY AND LANDLORD'S RIGHT OF ENTRY

The tenant has a reasonable right of privacy; that is, the landlord does not have the right to enter the premises at any time and for any reason. If the landlord insists on this, he may be guilty of trespassing.

However, the landlord has a right of reasonable entry for such purposes as to inspect the premises, make repairs, show the premises to a prospective new tenant, etc. Except in case of emergency, landlords are advised to notify the tenant and reach a mutually acceptable agreement about the specific time of entry.

Some county and municipal housing or livability codes provide that upon receiving reasonable notice, tenant must give the owner or operator access to the premises at reasonable times for making inspections, repairs, alterations, etc., as needed to comply with the provisions of the code.

The balance between tenant's right to privacy and landlord's right of entry can usually be reached by a fair and reasonable agreement between tenant and landlord.

Problems...What Tenants Can Do

When a tenant has a serious complaint against the landlord, he should first contact the landlord, preferably in writing, and make sure that the landlord receives the message. Tenant should send the notice by first class mail, with the purchase of a Post Office Certificate of Mailing (50 cent fee) and should keep a copy for tenant's own records. Tenant should give landlord reasonable time to remedy the situation and should allow access to the premises during normal working hours.

If the landlord does not remedy the situation, the tenant can:

1. Report his complaint to the appropriate agency.
2. Seek legal advice as to whether he should take the landlord to court. If the defect or condition threatens the health or safety or the occupants, tenant may be eligible for the benefits of the Rent Escrow law.
3. If the situation persists, seek the support of a helping agency, citizens group or neighborhood organization to report the complaint and to keep up the pressure for full and speedy compliance.
4. Consider joining or forming a tenants' organization. Tenants across the country organize to protect and further their interests. For information call Baltimore Neighborhoods Inc. (BNI) at 410-243-6007 or (800) 487-6007.

FIVE COMMON PROBLEMS

TENANT DOES NOT HAVE MONEY TO PAY RENT

If tenant fails to pay the rent on time, the landlord has the right to ask the court to authorize tenant's eviction. If tenant does not want to move, he could try to offer at least a partial payment of the rent. Additional funds may be available as an emergency grant from the Department of Social Services, or an advance or lump sum

settlement where tenant is receiving Worker's Compensation payment, etc. If tenant's efforts are not successful and landlord begins eviction proceedings, tenant should seek advice immediately.

LANDLORD MISTAKENLY CLAIMS TENANT OWES RENT

Maryland law requires that when tenant pays the rent in person, the landlord must give a receipt for each payment of rent, unless payment is by check. Tenant should always keep the rent book and all receipts in a safe place. If landlord mistakenly claims rent money are owed, tenant can use the rent book and receipts as proof of payment. If landlord still says tenant owes rent and tenant disagrees, tenant should seek help.

LANDLORD THREATENS TO CUT OFF SERVICE

Landlord cannot legally cut off or diminish an essential service such as gas, electricity, water, heat, etc., to which tenant is entitled. However, landlord's failure to provide an essential service does not give tenant the right to stop payment or rent, but it may make tenant eligible for Rent Escrow relief.

DWELLING HAS DEFECTS THAT NEED REPAIRING

If the defect is the tenant's responsibility to correct, tenant should correct it.

If the defect is the landlord's responsibility, tenant should ask the landlord to repair it. If landlord refuses or does not make repairs within a reasonable time, tenant may report the condition to the appropriate county or municipal agency. If the defective condition threatens the health or safety of the occupants, tenant may be eligible for the benefits of the state Rent Escrow law.

RENT INCREASE, CHANGE IN PAYMENT FOR UTILITIES, OR OTHER CHANGE BEFORE THE LEASE TERM ENDS

A lease, either written or oral, is a contract which gives rise to the relationship of landlord and tenant. The law of contracts provides that one party without the assent of the other party may not modify the terms of a contract; and an agreement to modify a contract must be supported by considerations (something of value).

Therefore, during the term of a lease, its provisions may not be unilaterally changed by the landlord (for example, by increasing the rent, or requiring tenant to pay for water or other utilities) unless tenant agrees and receives for his agreement something that he was not already entitled to.

If landlord wishes to increase the rent or change other conditions of the tenancy, he must wait until expiration of the existing lease, and negotiate a new lease with the new conditions.

NOTE: The notice of a rent increase is similar to a notice to terminate the existing lease, and must comply with the laws relating to the notice required to terminate a tenancy. The length of notice from landlord to tenant to terminate the tenancy as required by state law is as follows:

1. In the case of weekly tenancies, notice must be given in writing at least one week before the end of week when tenant is to leave.
2. In the case of tenancies by the month, notice must be given in writing at least one month before the end of month when tenant is to leave.
3. In the case of tenancies from year to year, including tobacco farm tenancies, notice in writing must be given at least three month's before the end of the current year of the tenancy. (All other farm tenancies require six month's notice before the end of the lease year.)
4. In tenancies for a definite term (no provision for renewal), notice in writing must be given at least one month before the end of the term.
5. In tenancies at will (no fixed term), one month's notice must be given in writing.

The periods of notice listed above are the minimum periods required by law, and tenant may not waive his right to receive the prescribed minimum. However, either landlord or tenant, or both may agree to give a longer period than that required by law (Real Property Article, Sec. 8-208 (a) (5)). A written lease may not require that the notice period given by the tenant is longer than the notice period given by the landlord. (Real Property Article, Sec. 8-501)

The following points are based upon BNI's years of experience in handling tenant-landlord complaints. One of the facts of life in a rental situation is that there is no substitute for a good landlord or a good tenant. Laws can define the relationship and the responsibilities of each party but there are always situations that are best resolved by being decent, courteous and fair.

Landlords often make a credit check, ask for references, and check with tenant's previous landlord in order to lessen the chance of having problem tenants. It is also good for tenants to check a prospective landlord to make sure that he won't be a problem. One way to do this is to interview a few of his current tenants. Another way is to ask friends and acquaintances how they are treated by their landlord and if they are pleased, then contact that landlord to see if he has rentals that would interest you.

1. The landlord should make an effort to communicate reasonably with the tenant. Such communication should be diplomatic in approach, thorough in explanation. Lack of proper communication is a major source of tension between tenant and landlord. Some examples:
 - Problems have arisen at an apartment complex. Tenants have paid for certain services which management fails to provide. Tenants as individuals have a hard time getting management to listen to them, so they form a tenant association. Management refuses to meet with tenant representatives and communication breaks down even further.
 - Landlord needs more time to make repairs but doesn't inform the tenant.
 - Air-conditioning breaks down and is off for a month in mid-summer. Management does not explain and is evasive about when it might be fixed.
 - A major problem develops with the water lines to a development. Without warning or explanation, management shuts off water for two days.
 - Management sends eviction notices claiming violation of lease. Tenants have not been forewarned of any complaints against them.
 - A landlord who has been paying the water bill for some time suddenly sends the water bill to the tenant without explanation and without the notice required by law.
 - Many form letters that landlord uses are curt, poorly written, and cause unnecessary resentment. Landlords claim they are too busy to do otherwise, but the complications arising from this approach may cause greater problems. With a little thought, a form letter could say the same thing but in a way to minimize resentment.
2. The landlord should present the tenant with a fair and reasonable lease, with no illegal clause. The lease should be as concise as possible, in easy-to-understand language, and should clearly outline the responsibilities of tenant and landlord. Landlord should take time to go over the lease with the tenant to make sure he understands it. Landlord should give a prospective tenant a copy of the lease in order that he may study it at leisure; and should give tenant a signed copy at time of signing or soon thereafter.
3. The landlord should give to each tenant a written copy of any rules and regulations in addition to the lease. The rules should be reasonable. It is acknowledged that some rules are more important than others, and that certain situations call for waiving of the rules. For example, management may insert a no pet rule but allow those who already have pets to keep them.
4. The landlord should keep his promise to fix up or repair the dwelling. Occasionally such promises are made as an inducement before the tenant moves in, and then are either not kept or the landlord takes months to complete repairs.
5. The landlord should give proper notice in writing, as required by law, when he wants to raise the rent or terminate the lease.
6. The landlord should not abuse legal process. For example, some landlords who want to get rid of a tenant

7. The landlord should return the security deposit as soon as possible after the tenant has vacated the premises, and not wait until the expiration of the 45-day deadline period. The Landlord should be sure that any deductions from the security deposit are fair, are for damages beyond ordinary wear and tear, and that the deductions are adequately explained. (the right of both parties are covered by the security deposit law).
8. The landlord should not retaliate against the tenant because the tenant has complained against the landlord to a public agency or has formed or joined tenant association.

Tenant associations are no threat to a decent and professional landlord, but are a way in which tenants and landlords can communicate with each other. If tenants expectations are unreasonable they can be so informed through the association. The association in close cooperation with the landlord can make the apartment complex a better place to live.

WHAT THE LANDLORD HOPES FOR FROM THE TENANT

Several years ago BNI invited the Property Owners Association of Baltimore City, the apartment Builders and Owners Council, and several individual landlords to give their views. Following is a summary:

RULES

Tenants should read the Rules and Regulations of their particular apartment project. Most rules are adopted to help make the apartment a better place to live, so that everyone can enjoy living there.

RENT

Tenants should pay rent promptly. Landlords have financial obligations such as real estate taxes, mortgage payments, utility bills, and repairs. Therefore, it is important to the landlord to collect rent promptly in order to maintain the building properly. If tenant expects to be unable to pay his rent on the due date, he should notify the landlord immediately to see if they can agree on an alternate arrangement and avoid court action and additional expenses.

NOISE

Most leases include noise regulations. This is one of the major areas of complaint from apartment residents to owners. When living in multi-family units, residents must be considerate of their neighbor at all times and especially during normal sleeping periods. Moderation is suggested, as well as communication with each other in the event anyone is disturbed. Use of carpets and draperies can be helpful in reducing sound transmission.

REPAIRS

Tenants can help owners keep maintenance costs down by reporting anything that may be broken within their unit, even if it is their fault and they may be responsible for repair costs. Delay in reporting may lead to additional expenses that could result in high rents to the residents. Tenants should not tinker with any appliances, plumbing, electricity, etc., which they do not understand, because of the possibility of damage or injury. If there are water or furnace leaks, tenant should immediately notify the landlord or the emergency office of the utility. Generally, tenant should try to contact the landlord before calling a city agency.

MOVING OUT BEFORE END OR LEASE TERM

If tenant decides to move before the expiration of the lease, he should contact the landlord immediately, in writing. Although the landlord must make an attempt to re-rent the apartment (or house) as soon as possible, he is not responsible for obtaining a new resident for tenant's unit in preference to other vacant units. Therefore,

tenant should attempt to find a qualified person to rent his apartment or house. This should be discussed with the landlord.

SECURITY DEPOSITS

To ensure that the security deposit will be refunded in full, the tenant should take care that the general condition of the apartment when he leaves is the same as when he moved in, except for Aordinary wear and tear.” A careful tenant will spackle nail holes, remove trash and debris, clean the kitchen and bathroom, and give the keys to the proper person.

EVICITION FOR NON-PAYMENT OF RENT (Maryland Code, Real Property, Sec 401)

The eviction procedure for non-payment of rent is called summary ejectment. Trials of eviction cases are held in the District Court of the county where the property is located. If a tenant receives a notice from the court to appear for summary ejectment proceedings, he should be sure to appear, and he should seek advice immediately. Evictions can be speedy. Tenant should take his rent receipts and rent book to the hearing.

Procedure

- As soon as a rent due date has passed and the tenant has failed to pay the rent, the landlord or his agent or attorney may file a written complaint under oath or affirmation, asking for repossession of the premises, the amount of rent due, and court costs.
- The constable or sheriff notifies the tenant, tenant’s assignee or sub-tenant in the dwelling unit, or tenant’s known or authorized agent, by first class mail and also in person. If none of the above can be found, the sheriff or constable will post the summons in a conspicuous place on the premises. The notice orders the tenant to appear in court for a hearing on the fifth court day after the landlord filed the complaint. (A court day is a day on which the court is open and doing business. This means every weekday except legal holidays.)
- At the trial, the judge has the authority to order an adjournment for one day to permit either tenant or landlord to obtain necessary witnesses. If both tenant and landlord agree, the adjournment may be for a longer period.

If the tenant is not present at the hearing, and if the notice was sent by first class mail and the summons was posted on the property, that constitutes sufficient service to support a default judgment in favor of the landlord for possession of the premises and court costs, but not for rent due. However, if the court finds that the actual service on tenant was sufficient to support judgment in tort or contract, the court may also award landlord the amount of rent due. (Service sufficient for tort or contract means (1) personal delivery of the notice to tenant or to an agent authorized by appointment or by law to receive service or process on behalf of tenant, or (2) delivery of the notice by registered mail, return receipt requested, and the return receipt is received and signed by tenant.)

- If the landlord wins the case, the court will order the tenant to leave the dwelling within 2 days.
- The judge may grant an extension of time for surrender of the premises for a maximum of 15 days after the trial if he receives a certificate signed by a physician stating that surrendering the premises within the 2-day period would endanger the health or life of the tenant or another occupant.
- Tenant or landlord may appeal the court order within 2 days after it has been issued. If tenant appeals he will be required to post a bond.

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- If the tenant has not moved out within the time ordered, the landlord may seek a Warrant of Restitution. Then, as soon as the landlord can make arrangements with the constable, the landlord may move the tenant's belongings out of the premises. If the landlord does not request a warrant of restitution within 60 days, the judgment for possession will be stricken from the record.
- In the event of extreme weather conditions, a scheduled eviction for non-payment of rent may be postponed from day to day. The administrative judge of the local District Court has the authority to order the postponement. When weather conditions permit a resumption of evictions, the postponed evictions will be given priority.
- At any time before the actual carrying out of the eviction order (i.e., before the tenant's goods are removed), the tenant has the right to remain in the leased premises by giving cash, a certified check, or money order to the landlord or his agent to cover all past due rent and late fees, plus court-awarded costs and fees. However, the tenant's right to stop the eviction (redeem the premises) at any time before the eviction order is actually carried out, is not available if 3 or more judgments of possession for rent due and unpaid were entered against the tenant in the 12 months prior to the beginning of the pending eviction action.

NOTE: The sheriff or constable must be present at the actual putout as an officer of the court. However, he will not participate in the physically moving tenant's possessions. That is the landlord's responsibility.

EVICTION FOR BREACH OF LEASE

(Maryland Code, Real Property, Sec. 402.1)

If a lease provides that the tenant may be evicted if he breaches the lease, and if the landlord should subsequently want to ask the help of the court to evict the tenant, the landlord must have given tenant one month's written notice that tenant has violated the lease and that landlord wishes to repossess the premises.

If the tenant does not leave in proper time, the landlord may then file a complaint in the District Court where the property is located. The court will immediately summons the tenant or other person in possession to appear on the appointed day to show cause why the premises should not be restored to the landlord. If either party is absent from the hearing, the court may continue (postpone) the case for from six to ten days, and so notify the parties. If the court determines that the tenant breached the lease and that the breach was substantial and warrants eviction, the court will order the sheriff or constable to give possession of the premises to the landlord, and will give judgment for costs against the tenant. Either party may appeal within 10 days of the judgment.

(The sheriff or constable must be present at the actual put-out as an officer of the court. However, he will not participate in physically moving the tenant's possessions. That is the landlord's responsibility.)

If judgment is for the landlord and the tenant appeals, and the tenant wishes to stay on the premises until the determination on appeal, the tenant must:

1. File an affidavit with the District Court that his appeal is not for the purpose of delaying the eviction;
2. File sufficient bond with one or more securities, with the condition that he will diligently prosecute the appeal;
3. Pay all rent in arrears and all court costs in the case;
4. Pay all losses or damages which landlord may suffer as a result of tenant remaining in possession.

The appellate court will set a day for the hearing not less than five nor more than fifteen days after application is made. Notice must be served on the other party or his counsel at least five days before the hearing.

EVICTIONS AND LEASE RENEWALS IN FEDERALLY-SUBSIDIZED AND HUD-OWNED HOUSING

(24 CFR, part 247)

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Evictions and the renewal or non-renewal of leases in federally subsidized and HUD-owned multi-family dwellings are governed by regulations issued by the federal Department of Housing and Urban Development (HUD).

Lists of covered housing units (subsidized projects) in Baltimore City and each county in Maryland except Montgomery and Prince George's are available from the HUD Area office, Equitable Building, 10 North Calvert Street, Baltimore, MD 21202, telephone (410) 962-2144 or 962-2375.

Following is a summary of the HUD regulations:

1. Definitions

- **Landlord** means the owner of the property, the managing agent, or their representative.
- **Eviction** means putting tenant out of the leased unit, whether at the end of or before the end of the rental term.
- **Subsidized Project** means a multi-family housing project (with exception of a project owned by a cooperative housing mortgagor corporation or association) which receives a subsidy in the form of:
 - ✓ Below-market interest rates pursuant to Section 221(d) (3) and (5), or interest reduction payments pursuant to Section 236 of the National Housing Act; or
 - ✓ Rent supplement payments under Section 101 of the HUD Act of 1965; or
 - ✓ Direct loans under Section 202 of the Housing Act of 1959; or
 - ✓ Payments under certain Section 8 programs.

2. Tenant's right to occupancy

- The landlord may not terminate a tenancy in a subsidized or HUD-owned project except for one of the following reasons:
- Material non-compliance with the rental agreement, defined as:
 - ✓ One or more substantial violations, such as non-payment of rent or other financial obligation due under the rental agreement, beyond any grace period permitted by state law; or failure to supply required information about income and composition of the tenant's household.
 - ✓ Repeated minor violations of the rental agreement which
 - Disrupt the livability of the project;
 - Adversely affect the health or safety of any person;
 - Adversely affect any tenant's right to quiet enjoyment of the leased premises and related project facilities;
 - Interfere with the management of the project; or
 - Have an adverse financial effect on the project.
- Tenant commits a minor violation if he pays rent or other financial obligations due under the rental agreement after the due date but within the grace period permitted under state law.
- Material failure to carry out obligations under a state landlord-tenant law. However, no termination is valid if it is based on a law or lease provision that permits termination without good cause.
- Other good cause.

3. Notice of termination

- Landlord must give tenant written notice or termination of the lease. The notice must include:
 - ✓The date of termination
 - ✓The reason for the termination, with enough detail so that the tenant may prepare a defense, and if termination is due to failure to pay rent, the notice must

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include the dollar amount of the balance due and the date the computation was made;

✓ Advice to tenant that if tenant remains past the termination date, the landlord may seek to enforce the termination only through court action, and that if judicial proceedings are instituted, tenant may present a defense.

- The notice must be sent to tenant by first class mail, properly stamped and addressed to tenant at his address at the project, and with proper return address. A second copy must be delivered in person to any adult answering at the door of his unit. If no adult answers the door, the notice must be left under the door or attached to the door.
- When termination is based on Amaterial non-compliance with the rental agreement of failure to carry out obligations under state or local landlord-tenant law, then the time of notice must comply with the rental agreement and the law.
- When termination is based on “other good cause,” the termination will occur only at the end of a rental term and in accordance with the rental agreement, and in no case may tenant have less than 30-days notice. In addition, for other good cause termination, tenant must have received a prior notice stating that his specific conduct, if continued, would constitute a basis for termination. That prior notice must be served on tenant in the same way as the notice of termination.
- Tenant’s failure to object to the termination notice does not constitute a waiver of his right to contest the termination in a subsequent judicial proceeding.

4. Evictions

- **Landlord may seek to evict tenant only by complying with these regulations and with state and local laws governing eviction procedures.**
- State or local law may give to the tenant procedural rights beyond those provided in these regulations, except where the state or local law has been preempted by federal law.

5. Rent increases and other changes in the lease

- The landlord may change the terms and conditions of the rental agreement, provided he has received approval from HUD to do so. The change may become effective only at the end of a lease term, after tenant termination of the tenancy, and provided tenant received the notice at least 30 days before the date on which he has the right to terminate the tenancy without incurring any obligations.

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6. Application of regulations

- These provisions do not apply where tenant's occupancy, is terminated because HUD, or the landlord with HUD's consent, has decided to substantially rehabilitate or demolish the project, or sell the project to a purchaser for substantial rehabilitation or demolition.

This information has been reprinted from Baltimore Neighborhoods Incorporated Guide to Local, State and Federal Laws Governing Tenant-Landlord Relations with their permission.

Please remember:

- This information is not a substitute for legal advice.
- In the event certain laws change, please refer to the actual legislation and not BNI publications for the most recent information.

This information does not cover commercial issues.

The Baltimore County Housing Office is dedicated to ensuring our rental assistance programs are readily accessible to and usable by individuals with disabilities. You may request an assistance aid, service or accommodation if you or a family member has a disability that limits one or more major life activities by calling (410) 853.8900 (voice); or Maryland Relay 711.

The Baltimore County Housing Office does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of housing services.



Equal Housing Opportunity

7/29/03 BNI Handout