

Section 8 Housing Choice Voucher Program Landlord Information



North Iowa Regional Housing Authority

202 1st St SE Ste 203

Mason City, IA 50401

641-423-0897 ☎ 888-817-1841

www.nirha.com



Table of Contents

Housing Choice Voucher Fact Sheet	3
Landlord Information for Participation	5
Map of NIRHA jurisdiction.....	7
HAP Contract Explanation	8
HAP Contract Example	
Part A, Contract Information.....	9
Part B, Body of Contract	11
Part C, Tenancy Addendum.....	15
Before the Inspection.....	19
Renovation, Remodeling, and Repainting FAQ from Iowa Department of Public Health	20
Violence Against Women Act: What Applicants, Tenants, Owners, and Landlords Need to Know	22

Revised July 2011

Housing Choice Vouchers Fact Sheet

What are housing choice vouchers?

The housing choice voucher (voucher) program is the federal government's major program for assisting low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing.

The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Vouchers are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a voucher is responsible for finding a suitable housing unit of the family's choice where the owner agrees to rent under the program. This unit may include the family's present residence. Rental units must meet the standards of health and safety, as determined by the PHA.

A housing subsidy is paid directly to the landlord by the PHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program. Under certain circumstances, if authorized by the PHA, a family may use its voucher to purchase a modest home.

Housing vouchers - how do they function?

The voucher program places the choice of housing in the hands of the individual family. A family is encouraged to consider several housing choices to secure the best housing for the family needs. A voucher holder is advised of the unit size for which the holder is eligible based on family size and composition.

When the voucher holder finds a unit that the holder wishes to occupy and reaches an agreement with the landlord over the lease terms, the PHA must inspect the dwelling and determine that the rent requested is reasonable. The housing unit selected by the family must meet an acceptable level of health and safety before the PHA can approve the unit.

The PHA determines the payment standard. The payment standard is the amount generally needed to rent a moderately-priced dwelling unit and is used to calculate the amount of housing assistance a family will receive. However, the payment standard does not limit and does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a voucher can select a unit with a rent that is below or above the payment standard. The voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the unit rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

The rent subsidy

The PHA calculates the maximum amount of housing assistance allowable. The maximum housing assistance is generally the lesser of the payment standard minus 30% of the family's monthly adjusted income, or the gross rent for the unit minus 30% of monthly adjusted income

Roles - the tenant, the landlord, the housing agency and HUD

Once a PHA approves an eligible family's housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the PHA sign a housing assistance payments contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and PHA -- has obligations and responsibilities under the voucher program.

Tenant's obligations: When a family selects a housing unit, and the PHA approves the unit and lease, the family signs a lease with the landlord for one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition, and notify the PHA of any changes in income or family composition.

Landlord's obligations: The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the PHA. The owner is responsible for screening and selection of the family to occupy the owner's unit.

Housing authority's obligations: The PHA administers the voucher program. The PHA provides a family with the housing assistance that enables the family to find suitable housing and the PHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, the PHA has the right to terminate assistance payments. The PHA must reexamine the family's income and composition annually and must inspect each unit at least annually to ensure that it meets minimum housing quality standards.

The PHA will provide prospective owners with the family's current and prior address as shown in PHA records and the name and address, if known, of the owner at the family's current and prior address. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

HUD's role: To cover the cost of the program, HUD provides funds to allow PHAs to make housing assistance payments on behalf of the families. HUD also pays the PHA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites PHAs to submit applications for funds for additional housing vouchers. Applications are then reviewed and funds awarded to the selected PHAs on a competitive basis. HUD monitors PHA administration of the program to ensure program rules are properly followed.

Source: HUD Website

Landlord Information for Participation

The Section 8 program provides assistance for low income families in the private rental market through the Housing Choice Voucher Program. Rental assistance makes market rate housing affordable. Feel free to visit our website for more information at www.nirha.com.

Rental Voucher Holders select a unit from the private rental market. Rental assistance makes market rate housing affordable. Program participants pay between 30-40% of their income towards rent and utilities. The Housing Assistance Program subsidizes the balance of rent to the property owner.

What are the requirements for my unit to be rented to an assisted family?

The unit must meet HUD Housing Quality Standards and the rent must be comparable to market rates and be within the family's rent limit.

How do I make a unit available to voucher holders?

You may call NIRHA to have the unit listed on our list of available units. You may also advertise in the newspaper with the phrase "will accept Section 8."

What do I do when a Voucher Holder is interested in my unit?

Landlords are responsible for screening any prospective tenants carefully to ensure that you are making a good selection. NIRHA only verifies that they are income eligible for the program and also conducts a limited criminal record check for acceptance to the program. You may use the same screening procedures for Voucher Holders as you do for non-Voucher Holders.

Request for Tenancy Approval:

When you have selected a tenant, he/she will have a "Request for Tenancy Approval" form for you to complete. When this form is submitted to our office, you will be notified of the schedule for the inspection.

Inspection:

The unit will be inspected to ensure that it meets HUD Housing Quality Standards. The inspector will examine the exterior of the building, the plumbing and heating systems, the exits and hallways, and each room of the unit to make sure the unit is safe, clean, and in good condition. All utilities must be turned on at the time of the inspection. The inspector must have access to the unit itself, the basement, and all common areas. You will be notified of the results of the inspection. A family will not be allowed to rent your unit until you have made any needed repairs and the unit passes the inspection. The apartment will be re-inspected annually. If problems are found, you must make the repairs within the time allotted or else rental payments will be abated or stopped.

Can I collect a Security Deposit?

Yes, you may collect a security deposit that is comparable to what you would charge non-Voucher holders. Charging Voucher holders a security deposit in excess of private practice is prohibited.

What is the term of the lease and contract?

You must sign a lease with the tenant for a minimum of one year. The lease should include:

- Names of the landlord and tenant
- Address of the rental unit
- Term of the lease and how it will be renewed

- Monthly rent amount
- Which utilities are paid by the tenant
- Which appliances must be provided by the tenant
- Tenancy addendum.

You may include any other conditions that you normally include in your leases, as long as they do not violate any laws. You must include the Tenancy Addendum, which is included in this packet on page 15.

Do I sign an agreement with the housing authority?

You must sign the Housing Assistance Payment Contract with the housing authority. This document outlines the responsibility of the owner and housing authority.

Do I have rights and responsibilities as a landlord?

Yes, you do. Refer to the Housing Assistance Payment contract included in this packet.

How much rent can I charge?

The rent charged must be reasonable compared to other units of similar size in the community. The housing authority will make comparisons to ensure the rent charged is reasonable. If you want to increase the rent when you renew the lease, you must get approval from the housing authority. The rent must remain reasonable and within the families ability to pay. The request to increase the rent must be submitted in writing to NIRHA and the tenant sixty days prior to the annual recertification.

How do I get paid?

NIRHA will send you a check for its portion of the rent each month. As long as the tenant remains eligible for Section 8 and the unit meets the Section 8 program standards. You are responsible for collecting the tenant portion of the rent each month.

May I evict a voucher holder?

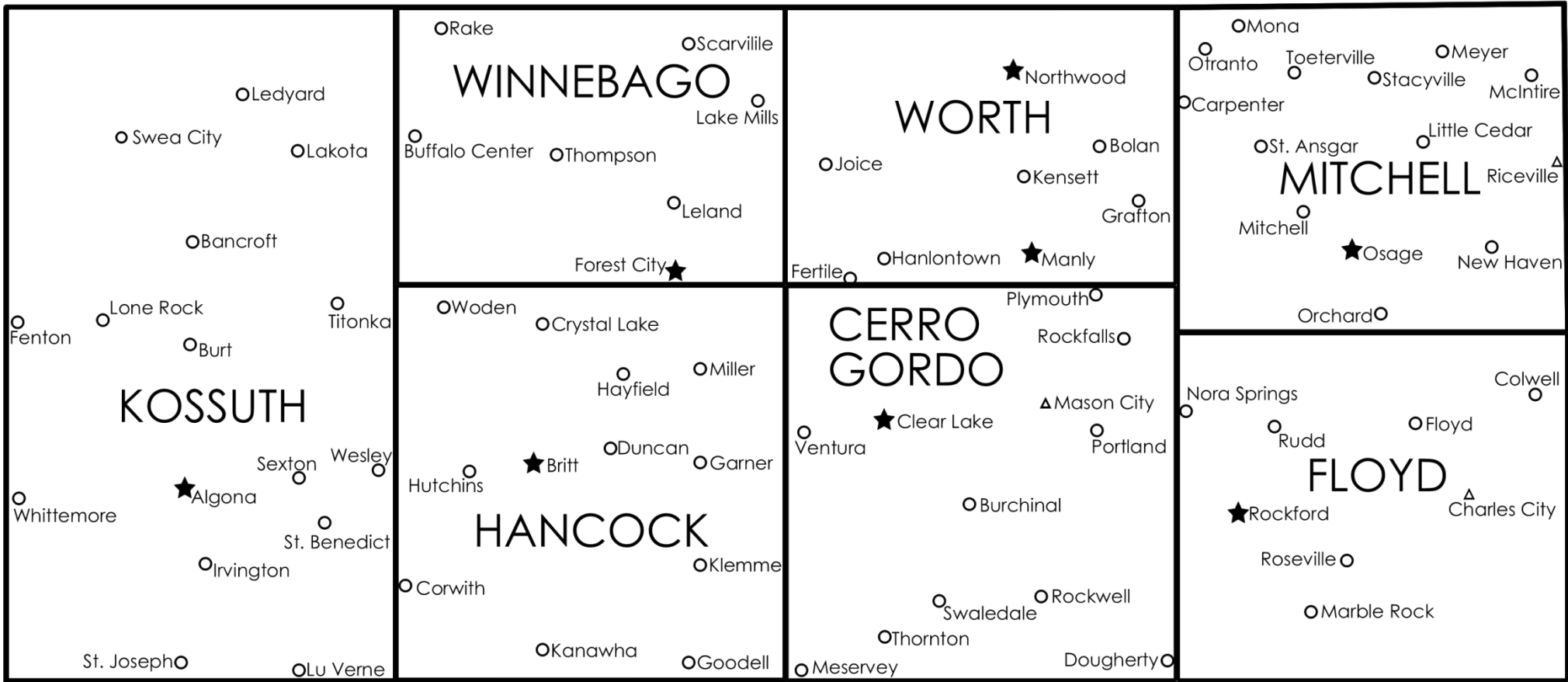
You may evict a voucher holder in the same way you would evict a non-voucher holder. The same laws apply.

Help us reduce and eliminate fraud!

- Don't charge the tenant more in rent than what NIRHA calculates and informs you to charge. Payments for extra amenities, such as a garage, can be charged; however, the lease must specifically state that the tenant will be charged for these items.
- Don't charge for anything that is not covered by the lease. Such payments may be illegal and could result in you being debarred from the program. You and the tenant could be required to repay all amounts that were paid by NIRHA.
- Always provide a written explanation of any charges to the tenant.
- Report when a tenant has vacated the unit for any reason.

Only the members listed on the lease are authorized to live in the assisted unit. Please report to NIRHA if you believe there are unauthorized individuals living in the unit. It is fraud if you know and permit this without reporting it to our office.

If you don't understand any paperwork received from our office, please make sure to call or visit for clarification.



North Iowa Regional Housing Authority Jurisdiction

This map represents the region where North Iowa Regional Housing Authority (NIRHA) can provide rental assistance. If the town is in one of these counties but not on the list, it is still considered part of the NIRHA jurisdiction.

NIRHA cannot offer assistance in the incorporated city limits of Charles City, Mason City, and Riceville. These communities are assisted by other housing authorities. Charles City, Mason City, and Riceville are represented as triangles (△) on the above map.

HAP Contract Explanation

The Housing Assistance Payment (HAP) contract is a written agreement between NIRHA and the owner of a unit occupied by a housing choice voucher (voucher) program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, NIRHA agrees to make HAP payments to the owner on behalf of a specific family leasing a specific unit. NIRHA uses its payment standard schedule to calculate the monthly HAP payment to the owner.

Upon approval of the assisted tenancy, the owner and NIRHA can execute the HAP contract. HAP payments are due to the owner on the first day of each month. The owner's right to receive housing assistance payments depends on compliance with all the provisions of the HAP contract. The owner's endorsement of the HAP check signifies that the owner has agreed to and is in compliance with the terms of the HAP contract. No payments may be made to the owner after the family moves out of the unit or the lease ends.

Contents of the HAP Contract

Form HUD-52641 is the HAP contract for the housing choice voucher program. HUD requires PHAs to use this form, and it cannot be modified. The HAP contract contains three parts:

- **Part A**, Contract Information, contains the specific information regarding the unit and tenant receiving the rental assistance. Part A also specifies the utility responsibilities.
- **Part B**, Body of Contract, is the program requirements between NIRHA and the owner.
- **Part C**, Tenancy Addendum, is to be attached to the lease. The Tenancy Addendum states the responsibilities between the tenant and the owner.

The following pages contain a sample HAP 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

Tenant ID

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

SAMPLE

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
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> Other		
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> 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 <input type="checkbox"/> Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

SAMPLE

Signatures:

Public Housing Agency

Owner

Print or Type Name of HA

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

City, State, ZIP

form HUD-52641 (8/2009)

**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 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 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, subcontractor 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 HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

SAMPLE

**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 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 includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. **Protections for Victims of Abuse.**

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household

member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 - (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
 - (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
 - (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- f. **Eviction by court action.** The owner may only evict the tenant by a court action.
- g. **Owner notice of grounds**
- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
 - (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
 - (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

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

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

10. **PHA Termination of Assistance**

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

11. **Family Move Out**

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

12. **Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. **Prohibition of Discrimination**

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

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

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

15. **Changes in Lease or Rent**

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
 - d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

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

17. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an 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.

SAMPLE

BEFORE scheduling an inspection. . . .

check your rental property to ensure all the basics are in order.

When North Iowa Regional Housing Authority (NIRHA) receives the completed Request for Tenancy Approval form, an inspection will be scheduled within the next few days.

Please visit our website at www.nirha.com for access to detailed information regarding the inspections. On this website, you can print a copy of a sample inspection report and the informative brochure “A Good Place to Live” that provides information on what to look for before the inspection.

DO NOT schedule an inspection until you know the following items will pass inspection. The following is a sample list of frequently failed items. It is not a complete list and other items may fail during the inspection.

- 1) Handrails solid and safe on four or more stairs.
- 2) No chipped or peeling paint on the structure, garage, window sills, etc., if a child under six years of age will be residing in the unit.
- 3) All outside front and back doors have good locks.
- 4) WORKING smoke detector on each level of unit (including basement and walk-in attics).
- 5) Working light switches and outlets and no cracked or missing switches or outlet covers.
- 6) Working fan or operable window in bathrooms.
- 7) No broken, missing or cracked glass in any window.
- 8) All openable windows must have screens in good repair.
- 9) Working locks on all windows.
- 10) No sign of rodent infestation.
- 11) Working stove and refrigerator must be in the unit.
- 12) No missing floor tiles.
- 13) Water, gas and electric must be turned on.
- 14) Pressure relief valve on hot water heater and an overflow pipe installed on pressure relief valve that reaches down to six to nine inches from the floor.
- 15) Working GFI in every outlet within 6 feet of a water source.
- 16) Verify that the unit is properly wired and that all outlets are properly grounded.

On the next two pages is information regarding proper handling and abatement of Lead Based Paint. It is important to take time to read over the information and ask questions if you have any.



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

Thomas Newton, MPP, REHS
Director

Chester J. Culver
Governor

Patty Judge
Lt. Governor

RENOVATION, REMODELING, AND REPAINTING RULE (RRP)
AMENDMENTS TO 641—CHAPTER 70
FREQUENTLY ASKED QUESTIONS

Overview

Renovation can disturb paint. This includes sanding, cutting, and demolition. Renovation in pre-1978 buildings can create lead dust and chips. These can hurt adults and children.

In 2008, the U.S. Environmental Protection Agency (EPA) issued rules for renovation. They apply to renovation in pre-1978 housing (target housing). They also apply to pre-1978 child-occupied facilities (daycare centers, kindergartens). Beginning April 22, 2010, renovators must be certified. They must also follow lead-safe work practices. The Iowa Department of Public Health (IDPH) will carry out these rules in Iowa. Certified people will be called “lead-safe renovators.”

What buildings are covered by the rule?

- **Target housing:** Housing built before 1978.
- **Child-occupied facilities:** Home daycares, daycare centers, preschools, kindergarten classrooms, or other buildings built before 1978.

What activities are covered by the rules?

Any work that disturbs painted surfaces in pre-1978 homes and child-occupied facilities. Some examples are:

- Removing painted components such as doors and windows.
- Repairing a painted surface or preparing it for repainting.
- Replacing windows.
- Removing walls and ceilings.

Who must comply with the rules?

Anyone who disturbs paint in target housing and child-occupied facilities. This includes:

- Renovation and remodeling contractors.
- Contractors who replace windows and doors.
- Rental property owners.
- Maintenance workers.
- Painters.
- Some plumbers and electricians.

How do I comply with the rule?

Contractors must take an approved 8-hour lead-safe renovator course. If you already took an approved lead-safe work practices course, you must take a 4-hour refresher course. After you take a class, you must apply to be certified and pay a \$60 fee.

How does my company comply with the rule?

Companies that conduct renovation must be certified. You must assign at least one certified lead-safe renovator to each job. The certified lead-safe renovator must train other workers on each job. Workers must use lead-safe work practices. Your firm must be certified. There is no fee for firm certification.

What actions must renovators take for each project?

The certified lead-safe renovator must assure that:

- Signs warn occupants not to enter the work area.
- Dust and debris are contained to the work area.
- Waste material is contained, stored, and transported safely.
- Prohibited work practices are not used.
- The work area is cleaned.
- The work area passes postrenovation cleaning verification or clearance testing with dust samples.
- Complete and maintain records about the project.

Are there exceptions to the rule?

The rule does not apply to:

- **Lead abatement.** Lead abatement conducted by a certified lead abatement contractor.
- **Owner-occupant.** A property owner can do work in a property where the person or immediate family lives.
- **Minor repair or maintenance activities:** Activities that disturb less than 1 square foot. This applies only to minor paint repair and minor plumbing and electrical work.

Some parts of the rule do not apply to **surfaces where there is no lead-based paint**. A certified lead inspector/risk assessor must test the paint. A certified renovator can also use an EPA-recognized test kit.

Are there extra requirements for lead-poisoned children?

Work must be done immediately for an elevated blood lead (EBL) child. Work performed in response to an EBL inspection must pass clearance testing. This must be done by an EBL inspector/risk assessor. Postrenovation cleaning verification cannot be used.

People who perform this work are initially exempt from certification. However, they must still follow all other parts of the rule. Also, they must be certified within six months of the EBL inspection. They can be certified as a lead safe renovator, lead abatement worker, or lead abatement contractor.

Do I still have to comply with the prerenovation notification rule if I am a certified lead-safe renovator?

Yes, this rule has not changed. Contractors must notify the owner and occupants when they disturb paint in target housing and child-occupied facilities.

Where can I get additional information?

Contact the Iowa Department of Public Health, Bureau of Lead Poisoning Prevention at 800-972-2026.

Learn more about Lead Poisoning Prevention online at:

http://www.idph.state.ia.us/eh/lead_poisoning_prevention.asp

To find a certified lead-safe renovator or abatement technician

call Iowa Department of Public Health or go online at:

<http://www.idph.state.ia.us/eh/common/pdf/lead/abatecontractor.pdf>

Version: 12-29-2009

Violence Against Women Act (VAWA): What Applicants, Tenants, Owners, and Landlords Need to Know

What is VAWA?

Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them. The provisions of the law apply both to public housing and Section 8 programs and to owners renting to families under the Section 8 rental assistance programs.

A Public Housing Agency (PHA), owner, or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

Protection for Participants

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, 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 that abuse. The law also provides that an incident(s) of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

The PHA, an owner, or landlord may deny, remove, or terminate assistance to an individual perpetrator of such action and continue to allow the victim or other household members to remain in the dwelling unit or receive housing assistance. This does not limit the authority of the PHA, owner, or landlord to terminate assistance of other criminal activity or good cause.

Certification

PHAs, owners or managers receiving a report of an incident(s) of actual or threatened domestic violence, dating violence or stalking that may affect a tenant's participation in the housing program are allowed to request, in writing, that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form that is available at the PHA office. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse.

In lieu of, or in addition to, a certification form, a tenant may provide to the PHA, managers or owners, (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing abuse or violence.

Confidentiality

All information relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (i) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or, (iii) otherwise required by applicable law.

State and Local Laws

Some states have passed laws effecting applicants, tenants, owners, and landlords that are more stringent than requirements of the Violence Against Women Act (VAWA). Many states have related laws pending. You may want to check with your state and/or city for the most current state and local laws protecting victims of domestic violence, dating violence, or stalking.

For More Information

PHAs, owners and managers are encouraged to access VAWA via the Internet at the following Website address: *<http://www.gpoaccess.gov/plaws/index.html>*

NOTES: