



**City of Phoenix**

HOUSING DEPARTMENT  
SECTION 8 DIVISION

# HOUSING CHOICE VOUCHER PROGRAM

## REQUEST FOR TENANCY APPROVAL (RFTA) PACKET

**Please read, complete, sign and return all necessary forms in this packet.**

**A delay in processing may occur if forms are not completed properly**



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Equal Housing Opportunity / Reasonable Accommodations Provider



**City of Phoenix**  
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\*This addendum will be attached to both sets of the lease (landlord and tenant's copy).





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**HOUSING CHOICE VOUCHER PROGRAM  
REQUEST FOR TENANCY APPROVAL (RFTA)**

**CHECKLIST FOR LANDLORDS & PARTICIPANTS**

The Request for Tenancy Approval (RFTA) begins the process towards qualifying a unit for the Section 8 Housing Choice Voucher program. Please refer to this checklist to assist you in completing all forms in this packet correctly.

The Section 8 office must have the following documentation even if the unit has been leased in the past as a Section 8 unit or there are multiple units at the same address currently on the Section 8 program. Faxes will not be accepted.

Thank you for participating in the city of Phoenix Housing Choice Voucher program!

**The following forms must be filled out, signed and returned to the Housing Department, Section 8 office:**

Please note that the Request for Taxpayer Identification Number and Payment Remittance Information is the only document that may be faxed, if necessary.

- \_\_\_ Request for Tenancy Approval (RFTA), HUD Form 52517
- \_\_\_ Section 8 Landlord Certification
- \_\_\_ Request for Taxpayer Identification Number and Payment Remittance Information Form (W-9)
- \_\_\_ Unit Amenities Form
- \_\_\_ Disclosure of Information on Lead Based Paint (if applicable)
- \_\_\_ Copy of unexecuted (not signed) lease agreement. . **Lease should be completed, but not signed by either party**
- \_\_\_ Property Management Agreement (if applicable)
- \_\_\_ Copies of three (3) current, unassisted (non-Section 8) leases for same size unit (apartment communities only)
- \_\_\_ **Section 8 Participants** must complete and submit the rental visit log with all locations that were visited and the reason for not renting.





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**Landlords: Please ensure you meet the following criteria:**

- \_\_\_ Ownership will be verified with Maricopa County. If ownership has recently changed or cannot be verified, landlords will be required to provide a copy of the recorded deed.
- \_\_\_ Unit must be registered with the Maricopa County Assessor's Office as a rental property and listed as legal class four (4.) If you are an out of state owner, then you must have a local property manager/ agent.

**Instructions for completing the Request for Tenancy Approval (RFTA) HUD Form:**

Did you?

- \_\_\_ Provide the complete address of the rental unit (address, city, state, zip code.)
- \_\_\_ Provide the number of bedrooms in the unit.
- \_\_\_ Provide the year the unit was constructed.
- \_\_\_ Provide the proposed rent including taxes.
- \_\_\_ Provide the security deposit amount.
- \_\_\_ Provide the date unit available.
- \_\_\_ Provide the type of unit.
- \_\_\_ Indicate who is responsible for paying for utilities T = Tenant or O = Owner.
- \_\_\_ Indicate if the appliances are natural gas or electric or other.
- \_\_\_ Provide the proper utility service provider.
- \_\_\_ Indicate who is providing the refrigerator and range.
- \_\_\_ Provide, if applicable, three unassisted (non-Section 8) leases and complete Section 12 of RFTA.
- \_\_\_ Indicate acknowledgement of the lead based paint disclosure requirements.
- \_\_\_ Both the landlord and participant must sign, date and provide the necessary address and phone number information.

**Please be advised that any missing documentation or incomplete information may result in processing delays.**





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# Request for Tenancy Forms

**PAGES 4-11 MUST BE RETURNED TO  
THE CITY OF PHOENIX HOUSING AUTHORITY**

Tenant Name: «TenantFirstName» «TenantLastName»

Voucher Issue Date: «CustomField1» Voucher Expiration Date: «CustomField2»

Lease Effective Date Must be dated no earlier than: «CustomField3»

30% TTP: «CustomField4» **(ESTIMATE ONLY)**

Voucher Size: «CustomField5» **BEDROOMS ONLY AND NO LARGER**

For questions contact Housing Program Representative:

Name: «EmployeeName» Phone Number: «EmployeePhone»

Office Use Only: Previous Unit Inspection Date: \_\_\_\_\_ N/A

## IMPORTANT CHANGE!

### LANDLORDS MUST SUPPLY OWN LEASE FOR SECTION 8 TENANTS TO HOUSING DEPARTMENT

As stated in the instructions, the city of Phoenix Section 8 office must receive a copy of the unexecuted lease agreement along with the RFTA. Once the unit has been inspected and approved, this office will send Housing Assistance Payments (HAP) contract for signature. The landlord must sign and return the HAP contract AND the executed\* lease to the Phoenix Housing Department. Failure to submit both documents will result in delay of payment until documents are received.

\*executed lease- lease signed by both the landlord and tenant

***PLEASE NOTE: Term dates and rent amounts on your lease agreement and the HAP Contract you sign with the Housing Department must be the same. If there should be a discrepancy between your lease agreement and the HAP Contract, payment will be held until it is corrected.***

Enclosed with this packet is a copy of the HUD Tenancy Addendum that will be attached to the signed lease agreement between the landlord and tenant.



# 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. 9/30/2010)

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 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.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of 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)			2. Address of Unit (street address, apartment number, city, State & zip code)			
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection	
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise						
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development  <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit  <input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____						

11. Utilities and Appliances

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

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

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

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

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

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



**City of Phoenix**  
HOUSING DEPARTMENT  
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**HOUSING CHOICE VOUCHER PROGRAM  
LANDLORD CERTIFICATION**

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Unit Address, City, State, Zip Code

**Ownership of Assisted Unit**

I certify that I am the legal or the legally designated agent for the above referenced unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever. I hereby agree that timely payment of all underlying mortgages and debts secured by the assisted unit shall be a material obligation of the rental agreement. Further I agree that failure to make payment on any underlying debts secured by the property shall be a material noncompliance with the rental agreement.

**Reporting Vacancies to the Housing Authority**

I understand that should the assisted unit become vacant, I am responsible for notifying the Housing Authority immediately in writing.

**Security Deposit and Tenant Rent Payments**

I understand that the amount of security deposit is determined by the owner and may not exceed the amount specified by Arizona law and the amount charged to unassisted tenants. The tenant's portion of the contract rent is determined by the Section 8 Division and I understand that it is illegal to charge any additional amounts for rent or any other items not specified in the lease which have not been specifically approved by the Section 8 Division.

**Housing Quality Standards**

I understand my obligations in compliance with the housing assistance payments contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards and code requirements.

**Approved Residents of Assisted Unit**

I understand that the family members listed on the dwelling lease agreement as approved by the Housing Authority are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments. I certify that the family members on the dwelling lease agreement are not related to me (i.e., parent, child, grandparent, grandchild, sister, or brother).

**City Employment**

I will report to the Section 8 Division any such employment with the City of Phoenix. This does not automatically make me ineligible to participate in the Section 8 program but it will be reviewed for any possible conflict of interest.

**Computer Matching Consent**

I understand the housing assistance payments contract permits the Housing Authority or HUD to verify my compliance with the contract. I consent for the Housing Authority or HUD to conduct computer matches to verify my compliance as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Section 8 program with other federal and state agencies.

**Administrative and Criminal Actions for Intentional Violations**

I understand that failure to comply with the terms and responsibilities of the housing assistance payments contract is grounds for termination of participation in the Section 8 program. I understand that knowingly supplying false, incomplete or inaccurate information is punishable under federal or state criminal law.

**WARNING – Title 18 U.S. Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false statement to any Department or Agency of the United States. State law may also provide penalties for false or fraudulent statements.**

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date







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

**Lead Warning Statement** - *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not 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/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet in lead poisoning prevention.*

**Landlord's Disclosure if Unit was built before January 1, 1978**

Landlord must initial and sign at bottom of form. Participant must sign at bottom of form.

\_\_\_\_\_ (a) **Presence of lead-based paint and/or lead-based paint hazards (*check one below*)**

Known lead-based paint and/or lead-paint hazards are present in the housing, including the unit, common areas and/or exterior painted surfaces (*explain.*)

\_\_\_\_\_

- Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the housing, including the unit, common areas and/or exterior painted surfaces.

\_\_\_\_\_ (b) **Records and reports available to the Landlord (*check one below*)**

- Landlord has provided the participant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, including the unit, common areas and/or exterior painted surfaces (*List documents below.*)

\_\_\_\_\_

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, including the unit, common areas and/or exterior painted surfaces.

\_\_\_\_\_ (c) Participant has received copies of all information listed above.

\_\_\_\_\_ (d) Participant has received the lead hazard information pamphlet *Protect Your Family from Lead in Your Home.*

**Certification of Accuracy**

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 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant (Head of Household) Signature

\_\_\_\_\_  
Date





# City of Phoenix

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## HOUSING CHOICE VOUCHER PROGRAM UNIT AMENITIES FOR RENT REASONABLE COMPARISONS

Tenant Name:		Date:	
Unit Address:		Unit/ Apt #:	
City, Zip:	Square Footage:	# Beds:	# Baths:
Requested Rent Amount (including tax) \$		Electric Provider: <input type="checkbox"/> SRP or <input type="checkbox"/> APS	
Condition of Unit, check one: <input type="checkbox"/> Average <input type="checkbox"/> New <input type="checkbox"/> Very Good			
<input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Below Average			
Property Parcel Number:		Recorded Deed Number:	

**Please check the box for each amenity provided by the owner/ property manager at the above listed unit:**

- |                                     |  |  |
|-------------------------------------|--|--|
| <input type="checkbox"/> Washer     | <input type="checkbox"/> Microwave             | <input type="checkbox"/> Ceiling Fan(s)  |
| <input type="checkbox"/> Dryer      | <input type="checkbox"/> Refrigerator          | <input type="checkbox"/> Gated Community |
| <input type="checkbox"/> Stove      | <input type="checkbox"/> Washer/ Dryer Hookups | <input type="checkbox"/> Pool            |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposal      |  |

**Please check the box if service provided by the owner/ property manager:**

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Lawn Maintenance | <input type="checkbox"/> Pest Control |
|---|---------------------------------------|

**Please check one box for the type of heating in the unit:**

- |                                  |                                       |                                  |
|----------------------------------|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Central | <input type="checkbox"/> Window/ Wall | <input type="checkbox"/> Furnace |
|----------------------------------|---------------------------------------|----------------------------------|

**Please check one box for the type of parking at the unit:**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Carport      | Number of spaces, please circle: 1 or 2 |
| <input type="checkbox"/> Garage       | Number of spaces, please circle: 1 or 2 |
| <input type="checkbox"/> Assigned     | Number of spaces, please circle: 1 or 2 |
| <input type="checkbox"/> Open Parking | <input type="checkbox"/> Street Parking |

**Please check one box if the exterior feature is provided at the unit:**

- |                                  |                                |                               |                                |
|----------------------------------|--------------------------------|-------------------------------|--------------------------------|
| <input type="checkbox"/> Balcony | <input type="checkbox"/> Porch | <input type="checkbox"/> Deck | <input type="checkbox"/> Patio |
|----------------------------------|--------------------------------|-------------------------------|--------------------------------|

**Please check one box for the type of unit:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Single Family Detached         | <input type="checkbox"/> Apartment Complex | <input type="checkbox"/> Townhouse/Patio Home |
| <input type="checkbox"/> Individually Owned Condominium |  |   |





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**Request for Taxpayer  
Identification Number and  
Payment Remittance  
Information**

Please complete and return  
form to the city of Phoenix  
Section 8 Division.  
**Do NOT** return form to the IRS.

The purpose of this form is to request the Taxpayer Identification Number (TIN) and Payment Remittance Information for the owner of the property receiving payments under the Housing Choice Voucher program. This form is substantially similar to and may be used as a substitute for the IRS Form W-9 (see IRS Instructions for the Requester of Form W-9.) For assistance in completing this form, please refer to the instructions for IRS Form W-9. All four parts of this form must be completed; see page 2 for certification and signature. Thank you for your cooperation.

**Part I Taxpayer Information**

Name of Taxpayer (name of the owner or ownership entity for the property – NOT the management company, as shown on your income tax return)

---

Business Name (DBA name of the business or property, if different from above)

---

Type of ownership entity, check appropriate box:

Individual/ Sole proprietor     Corporation     Partnership     Exempt payee

Limited Liability Company:

Enter the tax classification here (D=disregarded entity C=corporation P=partnership) ► \_\_\_\_\_

Other ► \_\_\_\_\_

Address (address where 1099 will be sent at the end of the year)

Street address, City, State, Zip Code+4-digit code

---

**Part II Taxpayer Identification Number (TIN)**

<p>Enter your TIN in the appropriate box. <u>The TIN provided must match the name given above to avoid backup withholding.</u> For individuals, this is your social security number (SSN.) For other entities, it is your employer identification number (EIN.) <b>Note:</b> If you have questions about the proper completion of this section, please refer to the specific instructions for IRS Form W-9.</p>	Social Security Number (SSN)									
				•			•			
	OR Employer Identification Number (EIN)									
				•						

Tenant Name:





**City of Phoenix**  
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SECTION 8 DIVISION

**Request for Taxpayer  
Identification Number and  
Payment Remittance  
Information**

Please complete and return  
form to the city of Phoenix  
Section 8 Division.  
**Do NOT** return form to the IRS.

**Part III** Payment Remittance Information

Name for payment remittance (city of Phoenix payments will be made payable to this name)		
Address for payment remittance (city of Phoenix payments will be mailed to this address) Street address, City, State, Zip Code		
Please provide telephone and fax numbers for the owner and/or management company for the property:		
Primary Contact Phone/ Office (     )	Fax (     )	Email

**Part IV** Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me,) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the general instructions for IRS Form W-9)

**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 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 must provide your correct TIN. Please refer to the specific instructions for IRS Form W-9.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Important:** Due to the confidential nature of the information provided on this form, we recommend that you fax, mail or drop off this form in person to the city of Phoenix Section 8 Division.

Tenant Name:





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# **Important Information**

Please read all documents. Both the landlord and tenant will be responsible for all information included in the instructions and the following documents.

**Housing Quality Standards**  
**Maricopa County Assessor/Rental Registration**  
**Fraud Alert for Landlords**  
**Violence Against Women Act- Tenant Rights**  
**Lead Based Hazard**  
**Tenancy Addendum\***

\*This addendum will be attached to both sets of the lease (landlord and tenant's copy). Please review and be familiar with the terms of this document.





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**Housing Quality Standards (HQS) Inspection Program**

This form describes the Housing Quality Standards Inspection Program. The unit to be inspected must comply with federal housing quality standards and minimum local housing codes.

**How do I arrange for an inspection?**

All required forms in the Request for Tenancy Approval (RFTA) packet must be filled out, signed and returned to the Housing Department, Section 8 office. After Section 8 staff determines that the rent amount is reasonable, a request for inspection will be sent to Inspections. Housing Inspections staff will contact the landlord to schedule a date and time for the initial Housing Quality Standards (HQS) inspection.

**What will the inspector be looking for?**

Inspectors conducting Section 8 inspections will be looking for health and safety items along with federal housing quality standards. Examples of items normally inspected can be found on our website: [www.phoenix.gov/HOUSING/s8how2.html](http://www.phoenix.gov/HOUSING/s8how2.html).

**What happens if the unit fails the initial inspection?**

In order for the inspector to approve the unit, all discrepancies noted on the inspection report must be re-inspected and approved. If the unit passes inspection, it is ready for occupancy and the process continues. If the unit fails inspection, all issues noted on the failed inspection report must be corrected and the unit re-inspected within 30 days. Both participant and/or landlord may be responsible for correcting failed HQS items.

**Who should I contact if I have a question on an item cited for repair?**

Questions about inspection requirements can be answered by calling our Inspections Line 602-262-6468 (be sure to leave the address of the unit). If you wish to talk with the specific inspector who conducted your inspection, he/she will usually return your call in the afternoon after returning from the field.

**How do I know when the inspection has passed?**

Upon final inspection approval, the owner or agent meeting the inspector at the unit will be notified of the status. Participants should keep in touch with their prospective landlord to find out if the unit passed or failed the inspection.

**How can I speed the process?**

The inspection process time can be shortened by ensuring the unit is ready for the inspection and all items will pass.

**What to expect following initial inspection**

Inspections will occur on an annual basis, following the initial inspection and for as long as the Section 8 participant continues to occupy the unit. It is strongly recommended that both the participant and landlord be present at each HQS inspection. It is both the landlord and tenant's responsibility to ensure access to the unit. **If the owner is not represented at the annual inspection, he/she waives the right to contest any failed item or subsequent abatement of rent or contract termination.**





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**10 Most Commonly Failed HQS Items**

1. **Utilities not turned on** – all utilities must be on for both the initial and annual inspections. This includes, but not limited to: water, electric, gas, etc. Any utility not in service will cause the unit to fail the inspection. For initial inspections, please reschedule the inspection when all utilities are turned on to the unit. Section 8 Inspections staff will not turn on utility supplies to a unit, including main water valves and electrical breakers. Telephone services are not required.
2. **No one present for inspection appointment** – it is imperative that an adult 18 years of age or older be present to allow the inspector into the unit. It is strongly recommended that the landlord and participant be present at each HQS inspection. If there is no one over 18 years of age present for the inspection at the scheduled date and time, the inspection will be considered a failed inspection. The Housing Department will not grant extensions for repairs in the event the owner or participant fails to provide inspection access.
3. **Unit not ready for inspection** – the unit must be completely ready for move-in at time of initial inspection. Unit should be in clean, livable condition with no boarded or broken windows or doors.
4. **Ungrounded outlets** – All kitchen, laundry, bathroom, and exterior outlets must be three (3) prong grounded or GFCI outlets.
5. **Main service panel is not sufficient for the updated electric load in the unit.**
6. **Smoke alarms missing, misplaced or not working** – make sure all smoke alarms are operational prior to the inspection. Section 8 requires a sufficient number of alarms to cover all sleeping areas. If the unit has two or more levels, an alarm is required on each level.
7. **Window bars on bedroom windows that bar fire egress** – window bars and security doors on bedrooms must be releasable from the interior of the unit without keys, tools, combinations or special knowledge to operate.
8. **No temperature & pressure relief valve discharge line installed or installed incorrectly** – this discharge line very often has been removed or changed and installed incorrectly. See water heater diagrams on our website at: [www.phoenix.gov/HOUSING/s8how2.html](http://www.phoenix.gov/HOUSING/s8how2.html) for more information.
9. **No upper or lower combustion air vents for gas appliances** – combustion air vents are missing, changed or covered. Interior gas appliances must have upper and lower combustion air vents a minimum of 10" x 10" installed in the closet, room or garage in order to draw fresh air. Hot water heaters that draw through garage must be raised 18" above floor.
10. **Bugs in unit** – the inspector should not see bugs of any kind, either live or dead. If the unit has been vacant, eggs could hatch that were unseen and infestation can occur in a very short period of time. Check prior to the inspection to remove dead bugs if the unit has been exterminated







## City of Phoenix

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### IMPORTANT SECTION 8 POLICIES

- **INSPECTIONS: NO MORE THAN TWO INSPECTIONS.** Whether we are inspecting a new unit or doing an annual inspection, we will **not conduct more than two (2) inspection visits for any reason.**
- **EFFECTIVE MAY 01, 2009:** In order to provide more flexibility and accommodate more tenants and landlords in a timely manner, all inspections will be scheduled in six hour windows.
- **ANY ADULT 18 OR OVER CAN WAIT FOR INSPECTORS:** Although we advise both tenants and landlords attend all inspections, we will conduct an inspection as long as there is one adult 18 or over present to let the inspector in. **If the landlord does not attend the inspection, the landlord/owner relinquishes the right to dispute any negative action resulting from a failed inspection.**
- **INITIAL/MOVE-IN INSPECTIONS:** If a unit fails the initial inspection, the owner will have up to 30 days to complete all repairs and call the Inspections Office at (602) 262-6468 to schedule a re-inspection. If the unit fails the second inspection the intended contract will be canceled and the family will be required to select another unit. **Please be sure all utilities are on and the unit is in move-in ready condition before requesting an inspection. Section 8 Inspectors will not turn on utility supplies to a unit including main water valves and electrical breakers.**  
**NO SHOWS ARE CONSIDERED A FAILED INSPECTION!** Please cancel your Move-in inspection, 24 hours prior to inspection appointment, if the unit is not ready or no-one can be present during inspection window.
- **ANNUAL/QC/SPECIAL INSPECTIONS:** If a unit fails the first inspection, the landlord and/or the tenant must complete **ALL** repairs **WITHIN** 30 days or less of the original inspection date as determined by the Housing Inspector (24 hours if the defect is life threatening/required for livability).  
If an inspection fails the second inspection for **landlord** non-compliance the housing assistance payment will stop, and the tenant may be required to move. **The tenant is responsible for the entire rent if the tenant remains in place after the expiration of notice.**  
If an inspection fails the second inspection for **tenant** non-compliance, the tenant will receive a Notice of Section 8 Termination. The termination of a tenant from the Section 8 program ends the housing assistance payment contract with the owner upon a 30 day notice and means the tenant has lost their voucher. **The tenant is responsible for the entire rent if they remain in the unit after the expiration of the 30 day notice.**  
**NO SHOWS ARE CONSIDERED A FAILED INSPECTION!** We can not change/reschedule Annual/QC inspection appointments. **Note: While every effort is made to send correspondence on a timely basis, we cannot ensure delivery by a third party.**
- **EVICTIONS:** If you are evicted for **ANY** court sanctioned reason, your Section 8 assistance will be terminated.
- **HUD OIG FRAUD HOTLINE:** (1-800-347-3735), (202) 708-4829, e-mail [HOTLINE@HUDOIG.GOV](mailto:HOTLINE@HUDOIG.GOV)
- **Housing counseling:** For tenant/landlord information. (602) 262-7210
- **Community Legal Services:** For legal issues. (602) 258-3434
- **Inspection Line:** For inspections questions and scheduling. (602) 262-6468.
- For additional inspection information go to: [www.phoenix.gov/HOUSING/s8how2.html](http://www.phoenix.gov/HOUSING/s8how2.html)

**PLEASE SEE REVERSE SIDE FOR EXAMPLES OF ITEMS INSPECTED**





## EXAMPLES OF ITEMS INSPECTED

The following list is provided as examples of items normally inspected as part of the Housing Safety Inspection Program. This list is not all inclusive but indicative of inspection requirements.

### ELECTRICAL:

1. Is there proper grounding of main electrical service panel and bonding of gas and water lines?
2. Is the main electrical service panel adequate for the residence?
3. Are knock outs installed in any open spaces in the breaker box?
4. Are there proper size type "S" fuses and adapters for all Edison base fuse holders?
5. Are there rain tight outlets, boxes, and covers for all outside receptacles?
6. Are there any missing or broken receptacles, switches, cover plates, junction boxes, and light fixtures?
7. Is there any extension cord wiring used as permanent wiring?
8. Is there approved 3-prong grounded or GFCI receptacles for all kitchen, bathroom, laundry, exterior and furnace?

### WATER HEATERS, FURNACES & GAS:

1. Is there a U.L approved type vent cap on water heater & furnace?
2. Is there an approved vent pipe on water heater & furnace?
3. Is there an approved pressure relief valve? **See water heater diagrams at: [www.phoenix.gov/HOUSING/s8how2.html](http://www.phoenix.gov/HOUSING/s8how2.html)**
4. Is there a full size discharge line (3/4") to drain to an approved drain or outside?
5. Is there an A.G.A. approved gas cock and gas flex line on all gas appliances?
6. Are there both upper & lower combustion air vents at least 10"x10"?
7. Is there adequate heating for the entire residence?
8. Is all gas piping secure?
9. Are there gas meters in driveways or too close to exterior water heaters or evap. coolers?
10. Is your gas water heater or heater in a garage raised a minimum of 18" from the ground?

### PLUMBING:

1. Are there an approved vent, standpipe and drain for clothes washer?
2. Is there a main cold water gate valve?
3. Are water closets properly sealed and secured?
4. Are there any leaking or corroded drain pipes, supply lines or valves?

### STRUCTURAL:

1. Are there FHA approved straps for top/bottom of all carport, patio or porch posts?
2. Are there approved joist hangers, framing anchors to secure carport roof rafters to fascia?
3. Are there approved joist hangers, framing anchors to secure patio roof to fascia?
4. Are the window bars on bedroom windows constructed so bars can be released from the inside without keys or special knowledge required? No double key deadbolts allowed.

### SAFETY:

1. Workable locks on all operable windows, bathroom doors and outside doors.
2. All floor covering in safe and decent condition. Concrete flooring must be polished & sealed.
3. Rodents and insects properly exterminated to have no live or dead bugs at inspections.
4. Doors, windows, drawers and all hardware must be in good operating condition.
5. **No broken or cracked window panes.**

### APPEARANCE:

1. Are exterior wall and trim painted and free from repair needs?
2. Are interior walls and ceilings free from repair needs?
3. Roofing in good condition, and free from leaks.

### ROOM QUALIFICATIONS:

1. Separate entrance for each bedroom off common hallway.
2. Bedrooms must have closets with clothes rod, privacy door, fire egress and permanent cooling & heating. **(No space heaters.)**
3. Bedrooms 70 sq.ft. – minimum size.
4. In multi-bedroom units, common bathroom accessible from a common entrance.
5. **SMOKE DETECTORS REQUIRED!** (Minimum 1 per floor). Ceiling mounted alarms must be at least four inches from wall; Wall mounted alarms must be four to twelve inches from ceiling.





Maricopa County Assessor  
Keith E. Russell, MAI

**RESIDENTIAL RENTAL PROPERTY—NOTICE AND REGISTRATION REQUIREMENTS**

**NOTICE**

**To Owners of Residential Rental Property in Maricopa County**

1. **Rental Registration.** Under A.R.S. § 33-1902<sup>1</sup> an owner of a residential rental property in Maricopa County must register certain information relating to the property and its ownership with the Maricopa County Assessor. ALL owners of residential rental properties must register their properties regardless of whether the tenant is a family member. Under the statute, out-of-state owners must designate a statutory agent who lives in Arizona who will accept legal service on behalf of the owner. Whether organized in Arizona or elsewhere, a corporation, limited liability company, partnership, limited partnership, trust or real estate investment trust must not only designate a statutory agent, but must also register the name, address and telephone number of both the ownership entity and a principal within the entity as set forth in the registration form

Failure to register the property or to timely update any information required by A.R.S § 33-1902 may subject the owner to penalties and other consequences as provided in the statute. An owner may register his rental property at the link provided below. The registration may be filed electronically, by mail or by facsimile. A registration may be rejected if it does not provide all of the information requested.

[http://www.maricopa.gov/Assessor/Residential\\_Property\\_Form.aspx](http://www.maricopa.gov/Assessor/Residential_Property_Form.aspx)

2. **Classification.** The Assessor classifies property based upon its use. Owner-occupied residential properties and residential properties being rented to qualifying family members (A.R.S. § 42-12053<sup>2</sup>) are class 3 properties (A.R.S. § 42-12003). Residential properties being rented to persons other than qualifying family members, or that the owner intends to rent to non-qualifying family members, are class 4 (A.R.S. § 42-12004).

The Assessor will classify a residential property as class 3 or class 4 dependent upon the best information available to it. When the owner of a rental residential property registers its property with the Assessor under A.R.S § 33-1902 as provided in paragraph No. 1 above, the Assessor will assume that the property is being rented to a non-qualifying family member and will classify the property as a class 4 property unless the owner indicates on the registration form that the property is being rented to a qualifying family member.

If a property owner is renting a residential property to a non-qualifying family member or is attempting to do so, and the Assessor has that property misclassified as a class 3 owner-occupied property, the owner must notify the Assessor of the misclassification. A.R.S. § 42-15103. The owner can notify the Assessor of the misclassification by calling the Assessor's Office at 602-372-0717. If an owner fails to notify the Assessor of the misclassification, and fails to respond to subsequent written queries from the Assessor, the owner may be subject to penalties as provided in A.R.S. § 42-12052.

If, on the other hand, a residential property is occupied by the owner or is being rented to a qualifying family member, and the Assessor has the property misclassified as a class 4 rental property, the owner should notify the Assessor at the telephone number provided above and the Assessor will correct the classification.

# FRAUD ALERT

## IMPORTANT PLEASE READ

The Federal Register dated July 10, 2008 includes an Office of Inspector General (OIG) Fraud Alert Notice. The Alert concerns landlords in the Section 8 Housing Choice Voucher program who are requiring participants to pay rent in excess of the amount authorized by the Public Housing Authority (PHA,) also known as side payments or “under the table” payments.

This is a reminder to all Section 8 landlords and participants of the prohibition against requiring participants to pay rents above the amount authorized by the Housing Authority and of the potential penalties that may be imposed for any violations. Participants and applicants must not pay landlords any rent payments above the amount authorized by the Housing Authority and the HAP Contract, and should report a landlord who is requesting any such payments. Participants can report this to the HUD-OIG Hotline at 1-800-347-3735.

The Notice advises that the OIG will cooperate with efforts to bring offending landlords to justice and to remedy their wrongs. Pursuant to the False Claims Act, 31 USC 3729 et seq, persons who submit to the U.S. Department of Housing and Urban Development (HUD) or a HUD intermediary claims that are false, fictitious or fraudulent are liable for an assessment equal to three times the amount of the claim, plus a penalty of between \$5,500 and \$11,000 per claim. The United States may take the position that the entire amount of its HAP, not merely the amount of the excess payment by the tenant, is the claim that should be tripled where landlords make false certifications concerning excess rent charged.

**EXAMPLE:** On July 29, 2005, a Connecticut tenant filed a qui tam complaint, under 31 U.S.C. 3730, against her former landlord. *See Coleman v. Hernandez*, 490 F. Supp.2d 278 (D. Conn. 2007.) The tenant complained that pursuant to a HAP contract the landlord had agreed to accept \$1,550 per month for the rental of an apartment in Stamford. Of this \$1,550, the tenant was personally responsible for \$20, and HUD via the PHA paid the complementary \$1,530. In spite of the explicit prohibition in the HAP contract, however, the landlord required the tenant to pay an “additional rent payment” of \$60 on six separate occasions. In other words, the landlord inappropriately extracted an additional \$360 from the tenant. Each periodic rent payment constitutes a separate claim; thus, in the *Coleman* case the court levied a \$33,000 (6 × \$5,500) penalty against the landlord for her \$360 victimization of the tenant.

OIG is aware of numerous similar examples of this sort of egregious conduct nationwide.

# **KNOW ABOUT FRAUD OR WASTE IN HUD-FUNDED PROGRAMS OR OPERATIONS?**

**CALL**

**THE HUD OIG HOTLINE**

**TOLL-FREE AT**

**1-800-347-3737**

**(10:00 AM TO 4:30 PM EST)**

**OR**

**E-MAIL**

**[HOTLINE@HUDOIG.GOV](mailto:HOTLINE@HUDOIG.GOV)**

**OR**

**WRITE**

**HUD OIG HOTLINE (GFI)  
451 SEVENTH STREET, SW  
WASHINGTON, DC 20410**

**OR**

**FAX**

**(202) 708-4829**



**City of Phoenix**  
HOUSING DEPARTMENT  
SECTION 8 DIVISION

**Section 8 Voucher Program**  
**Notification to Tenants of Rights Under the Violence Against Women Act**

This notice is being provided to you as required by the Violence Against Women Act ("VAWA"). Subtitle N of Title VI of VAWA, entitled, "Addressing the Housing Needs of victim of Domestic Violence, Sexual Assault and Stalking," added some right to tenants participating in the City of Phoenix, ("City") Section 8 Voucher Program.

**Who VAWA Applies To**

The protection so VAWA apply to both male and female tenants participating in the City's Section 8 Voucher Program and authorized immediate family members how are living with them who are victims of domestic violence, dating violence and stalking.

**Definitions of Domestic violence, Dating Violence, Stalking & Immediate Family Member**

**Domestic Violence: includes felony or misdemeanor crimes of violence committed by:**

- A current or former spouse of the victim,
- A person with whom the victims shares a child in common,
- A person who is cohabitating with or has cohabitated with the victim as a spouse,
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating Violence: means violence committed by a person,**

- Who is or has been in a social relationship of a romantic or intimate nature with the victim and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - the length of the relationship
  - the type of relationship, and
  - the frequency of interaction between the persons involved in the relationship.

**Stalking: means:**

- To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person, and
- In the course of, or as a result of, such following, pursuit surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to the following:
  - that person,
  - a member of the immediate family of that person, or
  - the spouse or intimate partner of that person.

**Immediate family member: means**

- A spouse, parent, brother or sister, or child of that person, or an individual to whom that person
- stands in *loco parentis*, or
- Any other person living in the household of that person and related to that person by blood and marriage.



## **Rights Under VAWA**

### **Application Process.**

The status of being a victim of domestic violence, or stalking is not a reason for the denial of one's application to be a participant in the City's Section 8 Voucher Programs if the applicant otherwise qualifies for assistance for admission to the program.

### **Termination of Program Assistance of Tenancy/Eviction.**

- Tenants have the right not to have their program assistance or tenancy terminated based on an incident or incidents of actual or threatened domestic, violence dating violence, or stalking against the tenant or an immediate member of the tenant's family.
- If the domestic violence, dating violence or stalking is engaged in against the tenant by a member of the tenant's household, guest or other person under the tenant's control, such acts shall not be considered as:
  - a serious or repeated violation of the lease by the tenant,
  - good cause for terminating the tenancy or occupancy rights of the tenant, or
  - criminal activity for terminating the tenant's tenancy or occupancy rights or program assistance.
- However, the City, owner or manager is permitted to do the following things:
  - bifurcate a lease to terminate program assistance to or evict a household member who is the perpetrator of such violence without penalizing the victim.
  - honor court orders addressing rights of access or control of the property.
  - terminate program assistance to or evict tenant for any violation of a lease not related to the domestic violence, dating violence, or stalking, so long as the tenant victim is not subject to a more demanding standard than non-victims in determining whether to terminate program assistance or evict.
  - terminate program assistance or evict tenant victim if the City can demonstrate an actual and imminent threat to other tenants or employed at or providing service to the property if the tenant victim is not terminated from assistance or evicted.

### **Portability.**

- The City may not deny a victim portability to another jurisdiction if he or she has complied with all other obligations of the Section 8 Program and has moved out of the assisted unit to protect their health or safety and if he or she reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted unit.

### **Certification and failing to Provide Requested Certification.**

- The City, owner or manager may request that the tenant certify that the or she is a victim of domestic violence, dating violence, or stalking and that the incidents of such violence are bona fide incidents or such actual or threatened violence. The certification must include the perpetrator's name.
- Tenant are required to provide the City, owner or manager with the requested certification within 14 business days after receiving a written certification request. if the tenant does not provide the city owner or manager with requested certification within the 14 day period, the city, owner or manager may terminate the tenant's program assistance or evict the tenant. The City, owner r manager may at its discretion extend the time period for certification.

### **Confidentiality.**

- All information provided to the City, owner or manager for the certification is confidential.
- Exceptions to confidentiality:
  - the tenant authorized the city, owner or manger to release and/or use the information.
  - the information is required for use in eviction proceedings
  - the information is otherwise required by law.

### **What to do if a tenant believes he or she is entitle to claim victim status under VAWA**

It is important that you notify the City, owner and/or manager if you are a victim of domestic violence, dating violence or stalking, or if you believe you are entitled to claim victim status under VAWA. Please contact the City's Section 8 office so that they can put you in touch with the person who has been designated to assist tenants participating in the City's Section 8 Voucher Program with these matters.



**Tenancy Addendum**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**  
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169  
(exp.9/30/2010)

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.
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. **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.

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 includes:
  - (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).

**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



**City of Phoenix**  
HOUSING DEPARTMENT  
SECTION 8 DIVISION

## Tenant Information and Rental Log

Request for Tenancy Approval (RFTA) paperwork will only be accepted at 830 E Jefferson St. on the 2<sup>nd</sup> floor during the following days and times:

<b>Monday</b>	<b>9:00 a.m. - 10:00 a.m.</b>
<b>Tuesday</b>	<b>2:00 p.m. - 3:00 p.m.</b>
<b>Wednesday</b>	<b>2:00 p.m. - 3:00 p.m.</b>
<b>Thursday</b>	<b>2:00 p.m. - 3:00 p.m.</b>
<b>Friday</b>	<b>9:00 a.m. - 10:00 a.m.</b>





# City of Phoenix

HOUSING DEPARTMENT  
SECTION 8 DIVISION

## Housing Choice Voucher Program

### Rental Visit Log

Name: \_\_\_\_\_

**Please complete this form and submit along with the Request for Tenancy Approval (RFTA.)**

<p><b>Date Visited:</b></p> <p><b>Address of Unit:</b></p> <p><input type="checkbox"/> Turning in searching papers for this unit.</p> <p><b>Reason for Not Renting:</b> <input type="checkbox"/> Rent too high. <input type="checkbox"/> Unit already rented. <input type="checkbox"/> Landlord doesn't accept Section 8.</p> <p><input type="checkbox"/> Location inconvenient to schools, transportation, etc. <input type="checkbox"/> Other: _____</p>
<p><b>Date Visited:</b></p> <p><b>Address of Unit:</b></p> <p><input type="checkbox"/> Turning in searching papers for this unit.</p> <p><b>Reason for Not Renting:</b> <input type="checkbox"/> Rent too high. <input type="checkbox"/> Unit already rented. <input type="checkbox"/> Landlord doesn't accept Section 8.</p> <p><input type="checkbox"/> Location inconvenient to schools, transportation, etc. <input type="checkbox"/> Other: _____</p>
<p><b>Date Visited:</b></p> <p><b>Address of Unit:</b></p> <p><input type="checkbox"/> Turning in searching papers for this unit.</p> <p><b>Reason for Not Renting:</b> <input type="checkbox"/> Rent too high. <input type="checkbox"/> Unit already rented. <input type="checkbox"/> Landlord doesn't accept Section 8.</p> <p><input type="checkbox"/> Location inconvenient to schools, transportation, etc. <input type="checkbox"/> Other: _____</p>

Please use the reverse side if necessary



**Date Visited:**

**Address of Unit:**

Turning in searching papers for this unit.

**Reason for Not Renting:**  Rent too high.  Unit already rented.  Landlord doesn't accept  
Section 8.

Location inconvenient to schools, transportation, etc.  Other:  
\_\_\_\_\_

**Date Visited:**

**Address of Unit:**

Turning in searching papers for this unit.

**Reason for Not Renting:**  Rent too high.  Unit already rented.  Landlord doesn't accept  
Section 8.

Location inconvenient to schools, transportation, etc.  Other:  
\_\_\_\_\_

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\_\_\_\_\_