

# YANKTON HOUSING & REDEVELOPMENT COMMISSION

PO BOX 176, 416 Walnut Street, Yankton, SD 57078

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## Waiting List Application

Thank you for your interest in Section 8 Housing Choice Voucher Program. Below is a list of items required to be turned in at the same time of your application, before you are able to be placed on our waiting list.

Your Housing Assistance Waiting List Application will **NOT** be accepted without **ALL** of the required information provided. Please use the checklist as a guide.

Please follow the checklist below and complete each section completely.

- Sign, date, and complete each page of the Waiting List and initial Application. (front and back)
- Make copies of your most recent bank statements for each account, and for each household member.
- Make copies of each household members Birth Certificate and Social Security Cards.
- Print off verification of each type of income. (Paycheck stubs—the last 4-6, Social Security Award Letters—for each member it applies to for the current year, TANF or Child support—the last 12 months of payment history. (If there is a court order, but you are not receiving anything, YHRC still requires the last 12 months payment history from DSS.)
- **For elderly and/or disabled ONLY** please provide the last 12 months of medical expenses. (Prescriptions, doctor office co-payments, eye exams, dental exams ext.)
- Verification of child care costs from the provider. (If applicable)
- Verification of preference. (If applicable)

YHRC will contact you when your name reaches the top of the waiting list and funding is available. After your response and all required paperwork is completed, we will review your information to determine eligibility. If you are determined eligible, YHRC will notify the head of household with information for the next steps. If you are found ineligible, you will receive a letter, to the address provided on the application, indicating why YHRC has determined that you are not eligible, with information regarding your rights for an informal hearing review. If an applicant does not receive the letter because of an unreported address change, their name will be removed from the waiting list. You may reapply if you wish. All Waiting List Applications are processed according to State and Federal regulations. Completion of this form assures your place on the waiting list for rent assistance, **NOT** your eligibility.



## ATTENTION ALL APPLICANTS:

Please keep this page for your records

ALL APPLICANTS WHO HAVE A PREFERENCE, ARE REQUIRED TO PROVIDE PROOF OF EACH PREFERENCE BEFORE THEY WILL BE PLACED ON THE WAITING LIST.

After you have completed the waiting list application, it is your responsibility to contact the YHRC if:

1. Your mailing address changes.
2. Your income changes.
3. Your family size or status changes.
4. Your situation changes and you either no longer qualify for the preference, or qualify for a different preference.
5. You no longer are interested in participating in the program.

This page contains information about the Section 8 Housing Choice Voucher Program administered by the Yankton Housing and Redevelopment Commission. It includes an explanation of those preferences noted on the Waiting List Application.

### Qualifications for the Program:

To qualify for rental assistance, you must be at least 18 years of age or legally emancipated. In determining income eligibility according to gross income. YHRC is currently targeting the 30% area median income limits, which are listed below. However, you may also be eligible for participation if your income is up to 50% area median income.

#### Household Size Annual Gross Income

1	\$15,150
2	\$17,420
3	\$21,960
4	\$26,500
5	\$31,040
6	\$35,580

Below is a list of YHRC preference definitions, you may select more than one preference if it applies to your household.

### Preferences Include:

**Living in Substandard Housing or Homeless, a unit is substandard if it:** Is dilapidated; endangering the health, safety, or well-being of the family. Does not have operable indoor plumbing or a usable flush toilet for the exclusive use of the family. Does not have electricity; or has inadequate or unsafe electrical service. Does not have a kitchen. Has been declared unfit for habitation by a government agency. Does not have a safe or adequate source of heat.

**A family is Homeless if;** Lacks a fixed, regular, and adequate nighttime residence. Has a primary residence that is a supervised publicly or privately-operated shelter, institution that provides a temporary residence, or public or private place not designed for or ordinarily used for sleeping.

**Paying more than 50% of Income for Housing:** Applicants must be paying more than 50% of gross monthly income for rent and utilities.

**Gainfully Employed:** Applicants must be engaged in work for money wages a minimum of 20 hours per week on a regular basis.

**Disabled:** Applicants or household member must be suffering from mental or physical handicap.

**Victim of Domestic Violence:** Applicants must be seeking to remove themselves, and or other household members from an abusive domestic relationship.

**Elderly:** Anyone who has reached the age of 65.



**Yankton Housing & Redevelopment Commission**  
**Housing Choice Voucher Waiting List Application**



Office Use Only

Date:

Time:

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

Address: \_\_\_\_\_ City, State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Household Member Name	Relationship to Family	Social Security Number	Date of Birth	Sex	Race
Head					

*\*The section 8 Voucher Program is an equal Opportunity Housing Program. This information is requested by the Federal Regulation for statistical purposes and in no way influences program eligibility. Please Choose and enter one number. \*1=White; 2=Black; 3=Hispanic; 4=Asian/Pacific Islander; 5=American Indian/Alaskan Native*

**ANSWER ALL QUESTIONS:** ARE YOU A VETERAN? YES NO

Total Gross Monthly Income: \_\_\_\_\_ Source of income or place of employment \_\_\_\_\_

Monthly Rent: \_\_\_\_\_ Are you currently residing in subsidized housing? \_\_\_\_\_ Where? \_\_\_\_\_

Are you listed as a household member on a lease \_\_\_\_\_ Date your lease is up? \_\_\_\_\_

Assets: \_\_\_\_\_

**Check any of the listed preferences that apply to your family:**

**You must provide proof of the preference you choose with this application or it will NOT be accepted**

- |                          |                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Homeless or living in Substandard Housing (provide information from shelter or residence you are temporarily staying at) |
| <input type="checkbox"/> | Paying more than 50% of income towards rent and utilities (provide rent amount and utility bills)                        |
| <input type="checkbox"/> | Gainfully employed 20 hours a week or more. (Provide current paystub)                                                    |
| <input type="checkbox"/> | Victim of Domestic Violence (provide information from center you are receiving services from)                            |
| <input type="checkbox"/> | Head of household Disabled or Handicapped (provide SS award letter)                                                      |
| <input type="checkbox"/> | Elderly (provide D.O.B.)                                                                                                 |

\_\_\_\_\_ (please initial you have read this information) For applicants with prior convictions for criminal activity (that does not require permanent denial of admission), the YHRC has established a one-year period from the end of the jail term, or sentence before an applicant can be considered for admission to the program. During that one-year term, the applicant must not have engaged in any drug-related or violent criminal activity. [24 CFR 982.553(2) (B)] An Arrest is Not Evidence of Criminal Activity that Can Support an Adverse Admission, Termination, or Eviction Decision (PIH Notice 2015-19/ H 2015-10) updated and adopted on 11/4/2021.

**PLEASE NOTIFY YANKTON HOUSING OF ANY ADDRESS OR PREFERENCE CHANGES.**

***YOU ARE REQUIRED TO PROVIDE BIRTH CERTIFICATES AND SOCIAL SECURITY CARDS  
FOR ALL HOUSEHOLD MEMBERS***

Yankton Housing has jurisdiction in the city limits of Lake Andes, SD and the following counties of Yankton, Bon Homme, Gregory and Tripp, all applicants must indicate which area they are applying for below. Choose one only.

- |                          |                           |
|--------------------------|---------------------------|
| <input type="checkbox"/> | Yankton County            |
| <input type="checkbox"/> | City limits of Lake Andes |
| <input type="checkbox"/> | Bon Homme County          |
| <input type="checkbox"/> | Gregory County            |
| <input type="checkbox"/> | Tripp County              |

When you come to the top of the list, you will be contacted by mail. If you are determined eligible for the program, the voucher will be used in the area marked on your wait list application.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

Updated 11/2021



12/16/2021

**APPLICATION FOR HOUSING ASSISTANCE  
SECTION 8 VOUCHER  
TENANT BASED RENTAL ASSISTANCE PROGRAM**

☐ **INITIAL** Waiting list Application☐ **RECERT**☐ **INTERIM**

THIS APPLICATION WILL NOT BE ACCEPTED IF IT IS INCOMPLETE OR ANY REQUIRED DOCUMENTATION IS MISSING

APPLICANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Street, PO Box

City

State

Zip Code

TELEPHONE \_\_\_\_\_

Home

Work

Email

Emergency Contact

Telephone

Relationship

**I. HOUSEHOLD COMPOSITION: PLEASE ANSWER ALL QUESTIONS THOROUGHLY**

List all persons who will be living in your home listing head of household first:

NAME	Relationship to Head of Household	Date of Birth	Race	Social Security Number
	SELF			

\*1= White; 2= Black; 3= Hispanic; 4= Asian or Pacific Islander; 5= American Indian or Alaskan Native

**II. Income.****MUST PROVIDE PROOF OF ALL INCOME**

Circle Yes or No for each income source listed below:

			Name of Family Member	Source of income	Gross income and Frequency
Unemployment or Workers Compensation/Severance Pay	YES	NO			
Social Security or Supplemental Security Income	YES	NO			
Retirement or Pension Income	YES	NO			
Temporary Assistance for Needy Families (TANF)	YES	NO			
Do you have a job or are you working?	YES	NO			
Regular Cash Contributions or Gifts	YES	NO			
Net Income from a Business, self employment or odd jobs	YES	NO			
Child Support or Alimony (specify)	YES	NO			
Military Pay or VA Benefits	YES	NO			
Income from Assets (Savings, CD's Stocks, etc.)	YES	NO			
State Supplement for Supplemental Security Income	YES	NO			
Leased Land or Trust Income	YES	NO			

Other income not listed above that you or any member of your family receive: \_\_\_\_\_

List all money earned or received by everyone living in your household. This includes money from a job, self employment, child support, contributions, Social Security, disability payments, Workmen's Compensation, retirement benefits, TANF, VA benefits, Rental Property income, stock dividends, income from bank accounts, alimony and other sources. Declare the income of the head of household, spouse and all household members receiving income or expect to receive income in the next 12 months. This includes family members who are temporarily absent, such as members serving in the Armed Forces, or members temporarily employed away from home. Benefits received on behalf of minors are also considered income.

\*\*\*\*\*

FOR OFFICE USE ONLY: \_\_\_\_\_



III. ASSETS

Circle Yes or No for the assets owned by everyone living in your household.

Provide most recent statements for each account

			Name of Family member	Name of Bank	Current Balance	last four of account number
Checking Account	YES	NO				
Savings Account	YES	NO				
CD, Money Market Fund	YES	NO				
Employee Savings Plan	YES	NO				
Employee Profit Sharing Plan	YES	NO				
Employee 401k	YES	NO				
Employee Stock Fund	YES	NO				
Real Estate, Contract for Deed	YES	NO				
Stocks or Mutual Fund Account	YES	NO				
Bonds	YES	NO				
Employee Retirement Fund	YES	NO				
Inheritance or Trust Fund	YES	NO				
Promissory Notes	YES	NO				
Cash in Safety Deposit Box	YES	NO				
Annuity	YES	NO				
IRA or KEOGH Account	YES	NO				

List any additional accounts or info below.

Have you disposed of any assets in the last 2 years?

YES

NO

If yes, what was disposed or cashed?

Value of Asset: Amount Received:

\*\*\*\*\*

FOR OFFICE USE ONLY:

WARNING! TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY FOR A FELONY OR FOR KNOWINGLY, AND WILLINGLY, MAKING FALSE STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.

**IV. EDUCATION**

Are there any persons age 18 or older in the household who are attending school?

YES

NO

If yes, please complete below:

NAME	NAME & ADDRESS OF SCHOOL	FULL OR PART TIME

Does anyone listed above receive any grants, scholarships, work-study, veterans, or BIA educational benefits?

YES

NO

If yes, list the type(s) of assistance being received: \_\_\_\_\_

**V. CHILD CARE EXPENSES:**

Do you or anyone in the household have child care expenses?

YES

NO

If yes, list the names of the children receiving childcare: \_\_\_\_\_

List the name and address of the childcare facility and phone number: \_\_\_\_\_

Does anyone provide payment for child care other than yourself?

YES

NO

Child care is paid by (NAME, ADDRESS, PHONE): \_\_\_\_\_

Amount paid: \$ \_\_\_\_\_ per \_\_\_\_\_

**MUST PROVIDE PROOF OF EXPENSES**

**VI. DISABILITY OR HANDICAP**

Is any member of the household disabled or handicapped?

YES

NO

If yes, which family member(s) is/are disabled? \_\_\_\_\_

Do you have any unusual expenses related to employment, such as a care attendant or auxiliary apparatus for a handicapped or disabled family member?

YES

NO

If yes, explain: \_\_\_\_\_

Name of Doctor: \_\_\_\_\_

Address and Phone: \_\_\_\_\_

**VII. MEDICAL EXPENSES FOR ELDERLY, DISABLED, OR HANDICAPPED ONLY:**

Below list only OUT OF POCKET medical expenses you are paying now or expect to pay in the next 12 months.

HOUSEHOLD MEMBER	NAME & ADDRESS OF DOCTOR, HOSPITAL, CLINIC AND/OR PHARMACY	COST PER MONTH

**MUST PROVIDE PROOF OF MEDICAL EXPENSES**

Do you or any other household member pay insurance premium payments?

YES

NO

If yes, please list the name, address, contact number and policy number of the insurance. Provide a front and back copy of your card if not already on file. \_\_\_\_\_

**FOR OFFICE USE ONLY:** \_\_\_\_\_

**VIII. OTHER**

A. Does anyone outside of your household pay for any of your bills or give you money?

YES

NO

If yes, please explain: \_\_\_\_\_  
 please list contact information \_\_\_\_\_

B. Have you or any other adult members ever used any name(s) other than the one currently used?

YES

NO

If yes, please explain: \_\_\_\_\_

C. Have you or any other adult members ever used a Social Security number(s) other than the one now being used?

YES

NO

If yes, please explain: \_\_\_\_\_

D. Have you or any household member lived in any other assisted housing?

YES

NO

If yes, what was the address? \_\_\_\_\_

E. Have you or anyone in your household ever been convicted of any crimes?

YES

NO

If yes, please explain: \_\_\_\_\_

Please list all states you have resided in the last 20 years \_\_\_\_\_

F. Have you ever committed fraud in a Federally assisted housing program or been requested to repay money for knowingly misrepresenting information for such housing programs?

YES

NO

If yes, please explain: \_\_\_\_\_

G. Have you or a household member ever been convicted of a drug related or violent criminal offense?

YES

NO

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_ Date of Conviction \_\_\_\_\_

H. Are you now, or have you ever received treatment for drug or alcohol abuse?

YES

NO

Name and address of treatment facility: \_\_\_\_\_

Dates attended: \_\_\_\_\_

**IX. CERTIFICATION**

I/We certify that the information given to the Yankton Housing & Redevelopment Commission on household income, net family assets, and allowances and deductions is accurate and complete to the best of my/our composition, knowledge and belief. I/We understand that false statements or information are punishable under Federal Law.

I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy.

I/We authorize and direct the Yankton Housing & Redevelopment Commission to obtain all necessary information or materials needed to complete and verify my application for participation, and/or maintain my continued assistance under the Section 8 Certificate or Voucher Program.

I/We understand and agree to provide all changes of income, family composition, or assets to the YHRC within three (3) days of the change.

Signature of Head of Household      Date

Signature of Spouse

Date

Signature of Co-Head

Date

Signature of Other Adult

Date

Signature of Person, if any, who helped you complete this form.

Address \_\_\_\_\_

Phone \_\_\_\_\_

If applicant signed with a mark "X", there must be two witnesses.

Relationship to Applicant \_\_\_\_\_

Witness

Date

Witness

Date

**WARNING! TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY FOR A FELONY OR FOR KNOWINGLY, AND WILLINGLY, MAKING FALSE STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.**



## AUTHORIZATION FOR RELEASE OF INFORMATION USE FOR ALL PURPOSES

### CONSENT

I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to **Vankton Housing and Redevelopment Commission (YHRC)** any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8 Program, and/or other housing assistance programs administered by the YHRC. I understand and agree that this Authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) and USDA Rural Development in administering and enforcing program rules and policies.

In addition, I authorize and consent to the exchange of information between the YHRC and supportive service agencies from whom I am receiving services, i.e. Counseling Services, IMPACT, LCBHS, ABS, Department of Social Services., concerning my family's circumstances, and/or other matters relating to my disability and/or medical condition.

### INFORMATION COVERED

I understand that, depending on program policies and requirements, previous or current information regarding me or my household may be needed. Verification and inquiries that may be requested include but are not limited to:

Identity and Marital Status  
Medical or Child Care Allowances  
Residences and Rental Activity

Employment, Income, and Assets  
Credit and Criminal Activity

I understand that this Authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

### GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information (depending on program requirements) include but are not limited to:

Previous Landlords (including Public Housing Agencies)  
Credit Providers and Credit Bureaus  
Schools and Colleges Social Security Administration  
Medical and Child Care Providers  
Retirement Systems  
Welfare Agencies

Past and Present Employers  
Courts and Post Offices State Unemployment Agencies  
Law Enforcement Agencies Support and Alimony  
Providers Veterans Administration Banks and other  
Financial Institutions  
Utility Companies

### CONDITIONS

I agree that a photocopy of this Authorization may be used for the purposes stated above. The original of this Authorization is on file with the YHRC and will stay in effect for a period of fifteen (15) months from the date signed. I understand I have a right to review my file and correct any information that I can prove is incorrect.

\_\_\_\_\_  
Head of Household (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Member Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD)  
and the Housing Agency/Authority (HA)

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

OMB CONTROL NUMBER: 2501-0014

exp. 1/31/2014

PHA requesting release of information; (Cross out space if none)  
(Full address, name of contact person, and date)

Yankton Housing & Redevelopment Commission  
PO BOX 176  
416 Walnut St.  
Yankton, SD 57078

IHA requesting release of information: (Cross out space if none)  
(Full address, name of contact person, and date)

**Authority:** Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

**Purpose:** In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

**Uses of Information to be Obtained:** HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

**Who Must Sign the Consent Form:** Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing  
Turnkey III Homeownership Opportunities  
Mutual Help Homeownership Opportunity  
Section 23 and 19(c) leased housing  
Section 23 Housing Assistance Payments  
HA-owned rental Indian housing  
Section 8 Rental Certificate  
Section 8 Rental Voucher  
Section 8 Moderate Rehabilitation

**Failure to Sign Consent Form:** Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

## Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(l)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

**Consent:** I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HAs that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed.

Signatures:

_____ Head of Household	_____ Date		
_____ Social Security Number (if any) of Head of Household		_____ Other Family Member over age 18	_____ Date
_____ Spouse	_____ Date	_____ Other Family Member over age 18	_____ Date
_____ Other Family Member over age 18	_____ Date	_____ Other Family Member over age 18	_____ Date
_____ Other Family Member over age 18	_____ Date	_____ Other Family Member over age 18	_____ Date

**Privacy Act Notice.** Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

**Penalties for Misusing this Consent:**

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

- (a) Purpose. This states the obligations of a participant family under the program.
- (b) Supplying required information - (1) the family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.
- (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- (3) The family must disclose and verify social security numbers (as provided by part 5, subpart B, of this title) and must sign and submit consent forms for obtaining information in accordance with part 5, subpart B, of this title.
- (4) Any information supplied by the family must be true and complete.
- (c) HQS breach caused by family. The family is responsible for an HQS breach caused by the family as described in § 982.404(b).
- (d) Allowing PHA inspection. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- (e) Violation of lease. The family may not commit any serious or repeated violation of the lease. Under 24 CFR 5.2005(c)(1), an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.
- (f) Family notice of move or lease termination. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. See § 982.354(d).
- (g) Owner eviction notice. The family must promptly give the PHA a copy of any owner eviction notice.
- (h) Use and occupancy of unit - (1) the family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- (2) The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide as provided in paragraph (h)(4) of this section).
- (3) The family must promptly notify the PHA if any family member no longer resides in the unit.
- (4) If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when PHA consent may be given or denied.
- (5) Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
- (6) The family must not sublease or let the unit.
- (7) The family must not assign the lease or transfer the unit.
- (i) Absence from unit. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
- (j) Interest in unit. The family must not own or have any interest in the unit.
- (k) Fraud and other program violation. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- (l) Crime by household members. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (see § 982.553). Under 24 CFR 5.2005(c)(2), criminal activity directly related 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 tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim.
- (m) Alcohol abuse by household members. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- (n) Other housing assistance. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program. **I have read and understand my family obligations as a participant.**

\_\_\_\_\_(signature)  
\_\_\_\_\_(print name)  
Head of Household \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_(signature)  
\_\_\_\_\_(print name)  
Co-head \_\_\_\_\_ Date \_\_\_\_\_



Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

**SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING**

This form is to be provided to each applicant for federally assisted housing

**Instructions: Optional Contact Person or Organization:** You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

<b>Applicant Name:</b>			
<b>Mailing Address:</b>			
<b>Telephone No:</b>	<b>Cell Phone No:</b>		
<b>Name of Additional Contact Person or Organization:</b>			
<b>Address:</b>			
<b>Telephone No:</b>	<b>Cell Phone No:</b>		
<b>E-Mail Address (if applicable):</b>			
<b>Relationship to Applicant:</b>			
<b>Reason for Contact:</b> (Check all that apply) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Emergency  <input type="checkbox"/> Unable to contact you  <input type="checkbox"/> Termination of rental assistance  <input type="checkbox"/> Eviction from unit  <input type="checkbox"/> Late payment of rent         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Assist with Recertification Process  <input type="checkbox"/> Change in lease terms  <input type="checkbox"/> Change in house rules  <input type="checkbox"/> Other: _____         </td> </tr> </table>		<input type="checkbox"/> Emergency <input type="checkbox"/> Unable to contact you <input type="checkbox"/> Termination of rental assistance <input type="checkbox"/> Eviction from unit <input type="checkbox"/> Late payment of rent	<input type="checkbox"/> Assist with Recertification Process <input type="checkbox"/> Change in lease terms <input type="checkbox"/> Change in house rules <input type="checkbox"/> Other: _____
<input type="checkbox"/> Emergency <input type="checkbox"/> Unable to contact you <input type="checkbox"/> Termination of rental assistance <input type="checkbox"/> Eviction from unit <input type="checkbox"/> Late payment of rent	<input type="checkbox"/> Assist with Recertification Process <input type="checkbox"/> Change in lease terms <input type="checkbox"/> Change in house rules <input type="checkbox"/> Other: _____		
<b>Commitment of Housing Authority or Owner:</b> If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.			
<b>Confidentiality Statement:</b> The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.			
<b>Legal Notification:</b> Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.			

☐ Check this box if you choose not to provide the contact information.

--	--

**Signature of Applicant**

**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes 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. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

**Privacy Statement:** Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.



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

### DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

**Paperwork Reduction Notice:** Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 04/30/2023.

#### NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

#### **What information about you and your tenancy does HUD collect from the PHA?**

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

**Who will have access to the information collected?**

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

**How will this information be used?**

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

**How long is the debt owed and termination information maintained in EIV?**

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

**What are my rights?**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

**What do I do if I dispute the debt or termination information reported about me?**

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record. Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status. The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

**This Notice was provided by the below-listed PHA:**

**Yankton Housing & Redevelopment Commission**  
**PO BOX 176**  
**416 Walnut St.**  
**Yankton, SD 57078**

**I hereby acknowledge that the PHA provided me with the**  
***Debts Owed to PHAs & Termination Notice:***

**Signature**

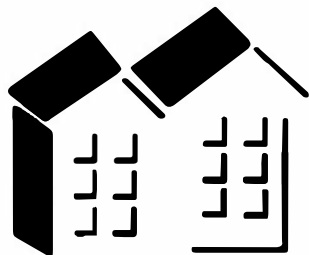
**Date**

**Printed Name**



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



**RHIP**

**RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT**

## ***What You Should Know About EIV***

### **A Guide for Applicants & Tenants of Public Housing & Section 8 Programs**

#### **What is EIV?**

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

#### **What information is in EIV and where does it come from?**

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

#### **What is the EIV information used for?**

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. ***Remember, you may receive rental assistance at only one home!***

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

#### **Is my consent required in order for information to be obtained about me?**

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

***Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.***

#### **What are my responsibilities?**

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

**February 2010**



Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

### **What are the penalties for providing false information?**

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

**Protect yourself by following HUD reporting requirements.** When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, ask your PHA. When changes occur in your household income, contact your PHA immediately to determine if this will affect your rental assistance.

### **What do I do if the EIV information is incorrect?**

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

**Employment and wage information** reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

**Unemployment benefit information** reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

**Death, SS and SSI benefit information** reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: [www.socialsecurity.gov](http://www.socialsecurity.gov). You may need to visit your local SSA office to have disputed death information corrected.

**Additional Verification.** The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

**Identity Theft.** Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

### **Where can I obtain more information on EIV and the income verification process?**

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pihiv/cn>.

**The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:**

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 982); and
4. Project-Based Voucher (24 CFR 983)

**My signature below is confirmation that I have received this Guide.**

X

Signature

Date



### DECLARATION OF SECTION 214 STATUS

Notice to applicants and tenants: In order to be eligible to receive the housing assistance sought, each applicant for, or recipient of, housing assistance must be lawfully within the U.S. Please read the Declaration statement carefully and sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I, \_\_\_\_\_ certify, under penalty of perjury 1/, that, to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- ☐ I am a citizen by birth, a naturalized citizen or a national of the United States; or
- ☐ I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age; 2/ or
- ☐ I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
- ☐ Immigrant status under §§101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA); 3/ or
- ☐ Permanent residence under 249 of INA; 4/ or
- ☐ Refugee, asylum, or conditional entry status under 207, 208 or 203 of the INA; 5/ or
- ☐ Parole status under 212(d)(5) of the INA; 6/ or
- ☐ Threat to life or freedom under 243(h) of the INA; 7/ or
- ☐ Amnesty under 245A, of the INA. 8/

\_\_\_\_\_  
(Signature of Family Member)

(Date) \_\_\_\_\_

☐ Check box if signature is of adult residing in the unit who is responsible for child named on statement above.

### DECLARATION OF SECTION 214 STATUS

I, \_\_\_\_\_ certify, under penalty of perjury 1/, that, to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- ☐ I am a citizen by birth, a naturalized citizen or a national of the United States; or
- ☐ I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age; 2/ or
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(Signature of Family Member)

(Date) \_\_\_\_\_

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(Date) \_\_\_\_\_

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- ☐ Amnesty under 245A, of the INA. 8/

\_\_\_\_\_  
(Signature of Family Member)

(Date) \_\_\_\_\_

☐ Check box if signature is of adult residing in the unit who is responsible for child named on statement above.

HA: Enter INS/SAVE Primary Verification #: \_\_\_\_\_ Date: \_\_\_\_\_

**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. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. Section 8 Voucher Program**

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

**2. Lease**

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

**3. Use of Contract Unit**

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

**4. Rent to Owner**

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

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

**5. Family Payment to Owner**

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

**6. Other Fees and Charges**

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

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and appliances

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

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

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

## 8. Termination of Tenancy by Owner

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

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

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

### c. Criminal activity or alcohol abuse

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

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

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

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

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

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

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

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

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

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

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

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



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

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

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

## 10. Eviction by court action

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

## 11. Owner notice of grounds

- a. 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.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

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

## 13. PHA Termination of Assistance

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

## 14. Family Move Out

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

## 15. Security Deposit

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

## 16. Prohibition of Discrimination

In accordance with applicable 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. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

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

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

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

## 20. Definitions

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

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

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

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

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

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

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

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

**PHA.** Public Housing Agency.

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

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

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

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **TENANT ONGOING RESPONSIBILITIES**

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

- **REPORT CHANGES IN WRITNG** for the Members of your Family and Family Income **WITHIN 10 DAYS** of change (Fill out and turn in a **TENANT CHANGE REPORT FORM**).
- **Cooperate with Annual and Interim Re-Examinations.**
- **Maintain Housing Unit in Decent, Safe and Sanitary Condition.**
- **Permit Annual and Interim Inspections.**
- **Use the Dwelling Unit Solely for Residence by your Family-  
NO UNAUTHORIZED INDIVIDUALS.**
- **Comply with the Lease Agreement.**
- **Make any Utility Payments not included in the Rent.**
- **Notify Food Stamps Office and Welfare Office of any Changes in Rental Costs.**
- **Give 30 DAYS WRITTEN NOTICE to vacate both to Landlord and Yankton Housing & Redevelopment Commission from the first of the month.**
- **Notify Yankton Housing & Redevelopment Commission if you plan to be temporarily absent for two weeks or longer from your rental property.**
- **Refrain from engaging in drug-related criminal activities or violent criminal activities- this includes guests or other persons under Family's control.**

**Yankton Housing & Redevelopment Commission**

**416 Walnut Street, Yankton, SD 57078**

**(605)668-5256 Fax: (605)668-5265**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_