

Briefing Book

Housing Choice Voucher (HCV) Program

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Keep This Book for Future Use



Contents

List of Attachments	1
Welcome	2
About the Program	2
Housing Choice Vouchers	3
Median Income Limits	3
Income Targeting.....	3
Choosing a Place to Live	3
Landlord Listings.....	3
Program Steps	3
Determining a Payment Amount	5
Lease Agreement.....	5
Rent Reasonableness	6
Owner's Actions and Unit Denial.....	6
Housing Assistance Payment Changes	6
Frequently Asked Questions	6
Housing Quality Standards	10
Responsibilities	18
Termination.....	21
Portability/Transferring Your Assistance.....	25
Employment and Community Services.....	28
Landlord Tenant Act	28

List of Attachments

(Printed: See page numbers below. Online: See the corresponding links.)

Payment Standards	29
Income Limits	31
Utility Charts.....	37
Residential Characteristics	52
Lead Based Paint	62
Are You a Victim of Housing Discrimination?	64
Is Fraud Worth It?.....	71
What You Should Know About EIV	73
HAP Contract	75
Request for Tenancy Approval	87
Voucher (Sample).....	89
W-9.....	92
Direct Deposit Authorization for Landlords	96
Violence Against Women Act Notice.....	98
Violence Against Women Act Form.....	105
Rent Estimate Worksheet	107

Welcome

This handbook is provided for you to read. It is your responsibility to understand how the Section 8 Housing Choice Voucher (HCV) Program works. Please keep this Briefing Book as a reference for future use and for your records.

About the Program

The Housing Choice Voucher Program helps eligible low-income families by paying a portion of their rent so they can reside in housing that is safe and affordable. The rules and regulations for this program are determined by the U.S. Department of Housing and Urban Development (HUD).

To begin receiving rental assistance, you must first find an appropriate place to live. The place you choose must meet Housing Quality Standards and the owner of the property must agree to participate in the program.

Oklahoma Housing Finance Agency (OHFA) also offers the option of using your voucher to become a first-time homebuyer. More information about the Housing Choice Voucher Homeownership Program may be found on OHFA's website www.ohfa.org.

The Housing Choice Voucher Program may also be referred to as "Rental Assistance" or "Section 8."

Oklahoma Housing Finance Agency's policies governing the Housing Choice Voucher Program are contained in the Administrative Plan and are available for review on OHFA's website or by appointment at OHFA's central office in Oklahoma City.

NOTE: OHFA will not authorize a contract in the following cities: Norman, Shawnee, or Stillwater.

Housing Choice Vouchers

The Housing Choice Voucher Program establishes a limit on the amount of rent that may be paid on a family's behalf. A family may initially pay a landlord up to 40% of the family's monthly-adjusted income. The rent limit requirement only applies to first-time participant families and families transferring from one housing unit to another. The 40% rent limit does not apply after the initial term of the contract.

Median Income Limits

HUD has established median income limits for OHFA's geographical area. OHFA uses the county with the highest median income at 50% (very low-income) to determine a family's initial eligibility for the program. However, the family's income cannot exceed the income limit for the county in which the family chooses to sign a lease/contract. Using the Income Limits, a family may determine the county where they would like to live and compare their gross income (income before taxes and deductions) and family size to the very low-income limit. If their gross income is at or below the income for the county they have selected, they are eligible to receive rental assistance. In very limited situations, families previously assisted under public housing, Section 8 project-based, and other HUD programs may qualify under the low-income limits.

Income Targeting

OHFA must ensure that extremely low-income (ELI) families make up at least 75% of the families admitted to the program each year. ELI families are those with annual incomes not exceeding the federal poverty level or 30% of the median income, whichever number is higher.

Choosing a Place to Live

The family may choose to live in various types of homes, as long as it meets certain requirements for Rent Reasonableness and Housing Quality Standards (HQS) and the landlord accepts Section 8 vouchers. For all families including a person with disabilities, you may request a current listing from OHFA of potential units including accessible units. In addition, you may search for available housing at www.affordablehousing.com.

When locating a place to live, HUD recommends that families consider neighborhood factors such as: employment opportunities; safety; crime rates; health care access; public transportation; schools; access to social services; the quality of housing; and proximity to family and friends.

Furthermore, HUD references research that has shown that moving to areas of low-poverty concentration has advantages that includes strong positive physical and mental health effects for families. Some research shows that families who lived in low-poverty neighborhoods for a longer period had an increased likelihood of finding employment and having higher incomes, and their children had higher scores in school and were more likely to enroll in college.

Landlord Listings

Landlords may list their property at www.affordablehousing.com or by calling 1-866-466-7328.

Program Steps

- The family completes an application and is placed on OHFA's waiting list.
- The family is selected from the waiting list based on the date and time the Section 8 Rental Assistance application was received.
- The family is scheduled for an

appointment with an OHFA Field Agent who will explain the Section 8 Rental Assistance Program to the family and obtain information pertaining to the family's household composition and income. This meeting does not guarantee Section 8 Rental Assistance will be received. The information is reviewed and verified by OHFA in order to determine final eligibility.

- Once eligibility has been determined and funding is available, OHFA will issue the family a voucher. OHFA will determine the family's bedroom size by using the family's household composition as a guide.
- OHFA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum/ Maximum)
0 Bedroom	1 – 2
1 Bedroom	1 – 4
2 Bedrooms	2 – 6
3 Bedrooms	3 – 8
4 Bedrooms	4 – 10
5 Bedrooms	6 – 12
6 Bedrooms	8 – 14

- When the voucher is issued, the family has 60 days to locate a suitable unit.
- The family locates a suitable place to live. A housing unit, (such as, a house, apartment, duplex, or mobile home) is acceptable, as long as it meets certain requirements for Rent Reasonableness and Housing Quality Standards(HQS).
- At this point in the process, the family and landlord should complete a scheduling request form that is supplied with the voucher.
- If 60 days is not sufficient to locate a

suitable unit, you must send a written request to OHFA for a voucher extension before your voucher expires. However, OHFA may not grant an extension.

- The owner or manager of the property screens the family for suitability as a renter.
- After the owner/landlord approves the family and agrees to participate, the family must submit a completed Scheduling Request Form to OHFA so that a Housing Quality Standards inspection of the unit can be scheduled. An incomplete form will delay scheduling of an appointment. The family may send the Scheduling Request Form by mail, fax, or bring it in person, (fax numbers and mailing address are on the cover of this guide).
- **NOTE:** The family is responsible for any deposits for housing and utilities.
- The family may move into the unit prior to the inspection with landlord approval. However, the family is responsible for all rent prior to the signing of the contract. OHFA will make the contract effective the date the unit passes inspection. A unit occupied by someone other than the family requesting Section 8 Rental Assistance will not be inspected until the unit has been vacated.
- If the unit meets HQS requirements and the rent for the unit is determined to be reasonable when compared to similar unassisted units, OHFA will enter into a HAP Contract with the owner, and the family will enter into a lease with the owner.
- The owner is required to provide a copy of his lease for attachment to the HUD contract and TenancyAddendum.
- OHFA will not authorize a contract that would require a family to pay a landlord more than 40% of their monthly-adjusted income in rent.

The owner/landlord does not have to be present for the signing of the contract. However, the family must have a signed copy of the owner's lease, with all but the effective dates completed. If a lease is not available and the unit passes inspection, a contract will not be authorized. The owner's failure to be present will also delay the effective date of the lease and contract and receipt of the initial Housing Assistance Payment. If the unit does not meet HQS requirements, the family and owner will be given a list of repairs and a timeframe to make the corrections.

After the contract and lease are signed, OHFA makes payments to the owner as long as the family continues to meet eligibility requirements and the unit continues to meet HQS requirements. The family's portion of rent is paid directly to the owner.

The tenant cannot pay the landlord more for rent than OHFA has authorized.

Determining Payment Amount

The family's portion of rent cannot exceed 40% of their monthly-adjusted income during the initial term of the lease.

Rent charged for the unit must be reasonable when compared to similar unassisted units

Maximum housing subsidy is the lower of OHFA's Payment Standard or the Gross Rent for the unit (contract rent plus tenant paid utilities) minus the family's Total Tenant Payment (TTP).

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, OHFA is allowed to establish a higher payment standard for the family within the basic range allowed by HUD. A family must submit a

written request explaining the need for an exception payment standard to rent an accessible unit for a person with disabilities.

See the Rent Estimate Worksheet for more information. There is no HUD established rent limit.

Lease Agreement

The lease agreement must comply with state and local law. The initial term of the lease must be for at least one year. It must have a starting and ending date and terms for renewal. The lease must specify the utilities and appliances supplied by the owner and the utilities and appliances supplied by the family.

The lease agreement must include the tenancy addendum. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall prevail.

The owner should use the same lease regardless of whether or not the tenant will be receiving assistance. The lease agreement should list the name of the owner, the name of the tenant, names of all household members and the address of the unit. The lease agreement should include a deposit amount, rent amount, and signatures of the tenant and landlord.

The Housing Assistance Payments (HAP) contract between OHFA and the owner/landlord begins on the first day of the term of the lease and ends on the last day of the term of the lease. The HAP contract beginning date and lease beginning date must be the same.

NOTE: OHFA has up to 60 days to make the first payment.

Rent Reasonableness

Rent Reasonableness is determined by comparing the rent charged for unassisted units of similar size, features, and amenities. Housing Quality Standards are the minimum acceptable standards a home must meet for a family to receive Section 8 Rental Assistance. This is determined by performing a thorough inspection of the housing unit the family has selected.

At the time of the HQS inspection, an OHFA field agent will evaluate the reasonableness of the rent asked for the dwelling unit. The proposed rent will be compared to the rent for other units on the open market of similar size, features, year of construction and amenities. OHFA makes the determination of rent reasonableness and comparability based on the condition of the dwelling unit and rental market information.

After the first year of the lease, the owner may request a rent increase with a 60-day notice to the family and OHFA. The proposed increase must be reasonable, must be in writing, and must first be approved by OHFA, before it becomes effective.

Reasons an Owner's Actions Could Cause a Housing Unit to Be Denied

OHFA is not allowed to approve a dwelling unit if:

- OHFA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.

- OHFA has the discretion to disapprove an owner for any of the following: The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any HUD program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of non-compliance with the HQS for units leased under the Section 8 Rental Program.

Housing Assistance Payment Changes

OHFA will provide written notice to the family and to the owner if the family's portion of the rent changes.

Frequently Asked Questions (FAQs)

1. I am currently receiving assistance and I want to move. What do I need to do?

Submit your request to move in writing to OHFA's recertification team. If your request is approved, OHFA will send you a voucher authorizing you to search for new housing, a cover letter stating your gross and monthly-adjusted income, bedroom size eligibility and a scheduling appointment request form that you must return to request an inspection. You will have 60 days to find new housing and request an inspection. You do not have to move from your current place while you are searching for a new place. OHFA will continue making monthly payments to the landlord on your behalf. However, before you move, you must give your landlord written notice. The amount of notice your landlord requires can be found in your lease. If you fail to give your landlord written notice before moving, you may lose your Section 8 voucher and be prohibited from reapplying for assistance for 3 years. Please be sure to provide ample time for processing.

NOTE: If you sign a lease before OHFA approves a unit and for whatever reason the unit fails inspection, the lease could bind you to that unit. This is a matter between the prospective tenant and landlord.

OHFA will not begin making payments until the unit passes the Housing Quality Standards (HQS) inspection and the housing assistance payments (HAP) contract is effective. If the family moves in before this time, any rent is the family's responsibility.

2. How do I know where I am on the waiting list?

While there is no way to know where you are on the waiting list, there is a way to check your status. Visit www.waitlistcheck.com or call (405) 879-6365 or (866) 569-6306.

3. My waiting list status changed from active to inactive.

Certain events cause an inactive status; please see some possible events below:

1. You were selected for an appointment and should receive an appointment letter within 8-12 weeks. If you do not receive a letter within that time, please call 405-842-2471 extension 299.
2. You were purged for not responding to a waiting list status update letter.
3. You may have been dropped for one of the following reasons:
 - a. Not providing some requested information;
 - b. Did not provide a mailing address on your application;
 - c. You submitted an incomplete application;
 - d. You did not attend a scheduled appointment; or

- e. Due to returned mail.

Remember, if your address or phone number changes, you must notify OHFA in writing.

4. I am on the waiting list. How long will it take for me to receive assistance?

It could take several months to several years to get assistance. The applications are processed in the order they are received. Applications received from applicants with a verified disability and applicants verified as living in a homeless shelter are processed before all other applications.

5. I am a landlord and my tenant has not paid their portion of the rent. What do I do?

Take the same action against the assisted tenant that you would take against an unassisted tenant. OHFA is not a party to the lease; and therefore, has no authority to enforce it. However, serious lease violations, such as non-payment of rent, are cause for OHFA to terminate a family's participation in the program. Please notify OHFA in writing when serious lease violations occur and provide a copy of all the paperwork when legal action has been taken against an assisted tenant.

6. I am a landlord and have not received my housing assistance payment from OHFA. Who do I contact?

Please call toll free (800) 256-1489 ext. 2898 or locally (405) 848-1144 ext. 2898 to speak with a Housing Program Payment Specialist.

7. I mailed, hand delivered, or faxed something for my file. How do I know if OHFA received it?

Mail or hand deliveries may take up to five days and faxes may take up to three days after OHFA receives it to be scanned into the file. Please allow processing time before calling to confirm or ask questions about your paperwork.

8. How much is my voucher worth?

A voucher uses payment standards that represent the maximum subsidy OHFA can pay on behalf of a family with rent. Please see the payment standards in the Briefing Book. This does not mean that we will pay the full amount for each family, since many things affect the family's assistance. Payment standards include rent plus a utility allowance (U/A) if the tenant pays any of the utilities (e.g., Rent + Utility Allowance= Payment Standard).

9. I want to add a member to my household, how do I do that?

You must have prior written approval from OHFA and permission from your landlord before moving any adult member into a unit. You must send a written request and provide the person's Social Security number, photo ID, full legal name, and date of birth. OHFA will conduct a background check to determine eligibility and will notify you of the results. The addition of a minor, resulting from a birth, adoption, or court awarded custody must be reported in writing by the family's next annual recertification. OHFA's policy does not require reporting these cases unless it is during your annual reexamination. However, other minors must be reported within 30 days.

10. My landlord will not fix items in the unit in need of repair. What can I do?

All requests to repair items should be made in writing to the landlord (include the date and keep a copy for yourself) so that there is a clear understanding of what is needed. If the owner/landlord does not repair the item(s) in a timely manner (10-14 days), you may request in writing an inspection of the unit by submitting a list of items to OHFA. If any items are potentially life threatening or create health and safety issues, you may call OHFA for

assistance. Items considered life threatening or that impact health and safety may include such things as electrical hazards, sewage problems, no water, no heat, leaks in the ceiling where there is possible falling debris, blocked exits, a gas leak, etc.

11. I have an increase in income. What do I do to let you know?

Increases in income must be reported during your reexamination process, which is from the time you meet with our field agent until your anniversary date. If the increase occurs after your anniversary date, the increase needs to be reported at the next annual reexamination. Information required for example would be: two (2) recent consecutive paystubs, written statement from employer on their letterhead, etc. All changes must be reported in writing to OHFA.

12. I have a decrease in income. What do I do to get my rent lowered?

You must report all changes in writing to OHFA within 30 days of the decrease. With your written notice, submit any paperwork you have showing that you have lost your job or showing your reduced income. For example, a letter from your previous employer on company letterhead indicating your last date of employment, a family contribution statement with amount provided and how often, DHS printouts and benefit letters (i.e., Social Security, unemployment, etc.). If you apply for unemployment, food stamps, TANF or if a family member is now assisting with bills, you must include this paperwork. Decreases will be effective after all income changes are verified. The change will not be retroactive to the date of the event or the reporting of the event.

**13. My landlord gave me a notice to move.
What do I do?**

Provide a copy of the notice to OHFA so that we may review and determine if we can issue you a voucher to search for a new unit or if we need to speak with the owner/landlord.

14. Will I receive a check for my utilities?

Any family that does not pay a portion of rent may qualify for a utility reimbursement. Each family's situation is different. The utility reimbursement check is a payment made by OHFA to the family to assist with utility expenses.

Every family that pays any utility in the unit will receive a utility allowance. The utility allowance is included in the calculations determining the family's portion and OHFA's rental payment even if you do not receive a utility reimbursement check.

Housing Quality Standards (HQS)

The Oklahoma Housing Finance Agency (OHFA) is required to ensure that all housing units occupied by Section 8 Housing Choice Voucher rental assistance participants meet certain health and safety standards. "Housing Quality Standards" (HQS) are set by the U.S. Department of Housing & Urban Development (HUD).

Before OHFA enters a contract and issues rental assistance payments, units must pass an HQS inspection. HQS inspections of units are also conducted bi—annually throughout the occupancy by the assisted family and must pass for payment to continue.

Below is a checklist of the areas and items observed during the HQS Inspection. **This list is not an all inclusive list and it should be noted that each unit inspected may present it's own unique set of circumstances.**

OKLAHOMA HOUSING FINANCE AGENCY INSPECTION SUMMARY CHECKLIST

The goal of the Housing Choice Voucher (HCV) Program is to provide decent, safe, and sanitary housing at an affordable cost to low-income families. Please note this is a general reference guide and does not include all of the inspection requirements.

Units must meet Housing Quality Standards (HQS) performance requirements both at initial inspection and throughout the assisted tenancy.

8 INSPECTABLE AREAS

- Living Room
- Kitchen
- Bathroom
- Other Rooms Used for Living and Halls
- All Secondary Rooms
- Building Exterior
- Heating and Plumbing
- General Health and Safety

Note: At a minimum, a unit must have a living room, kitchen area and bathroom to qualify for assistance under the HCV Program. The unit must also have one bedroom or living/sleeping room for each two persons.

MODIFICATIONS TO A UNIT DUE TO DISABILITY MUST MEET ALL APPLICABLE HQS AND BUILDING CODES.

ACCESS

- o Private access to the unit must be provided.
- o Unblocked alternate exit out of the building in case of a fire must be available.

LIVING ROOM/BEDROOM

ELECTRICAL REQUIREMENTS

- o At least two working outlets or one working outlet and one working permanently installed ceiling or wall light fixture.
- o Free from electrical hazards.
 - o No missing, damaged, cracked, broken or insecure outlets and light switch cover plates; 3 prong outlets that are not grounded, exposed wires, light fixtures hanging by the wires, exposed fuse box connections, missing knockout plugs in junction boxes, light fixtures with a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit.

WINDOWS

- o Living/bedrooms must have a window. The window should open unless it is not designed to open (i.e., picture windows, bay windows and sky lights).
- o Windows must be free of signs of severe deterioration, missing or broken out panes, and are reasonably weather tight. A severely deteriorated window is a window that allows outside elements to enter (i.e., wind, rain, and snow).

SECURITY

- o All windows and doors accessible from the outside must be lockable. All windows 6 feet or less from the ground must be lockable.
- o All windows and door locks must be secure and operable.
- o Exterior doors must have secure hinges, operable locking mechanism, striker plate and door frame with no signs of weakness (cracks, holes, and/or damage).

CEILINGS/WALLS/FLOORS

- o Ceilings/walls/floors must be structurally sound and weather tight. Must not have damage that allows any drafts to enter the unit.
- o No signs of severe bulging, buckling, major cracks, holes and missing parts, falling or in danger of falling loose surface material.
- o Floor must be free from any threats to safety.
- o Floors must be in a finished state (no plywood, raw wood or unsealed concrete).

DEFECTIVE PAINT

- o If a unit is built before 1978 and has a child under the age of 6, interior/exterior surfaces must be visually assessed.
- o Defective paint is any interior/exterior paint or other coating that is peeling, chipping, cracking, chalking, or any other paint or coating located on an interior or exterior surface/fixture that is otherwise damaged or separated from the substrate.
- o All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., windowsills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements. Clearance is required.

- o All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements.

KITCHEN

ELECTRICAL REQUIREMENTS

- o At least one working outlet and one working permanently installed light fixture.

STOVE/OVEN

- o Oven/stove installed with all burners working and all knobs must be present.
- o Oven door opens, closes, and seals properly.
- o One shelf is required inside oven.
- o Baking and broiling elements must work on electric ovens.
- o Handle must be secure.
- o Must be level.

REFRIGERATOR

- o Working refrigerator and freezer that maintains a temperature low enough so that food does not spoil over a reasonable period.
- o Door gasket in good condition.
- o Handle must be secure.
- o One shelf required inside refrigerator.

SINK

- o Permanently attached sink with hot and cold running water.
- o No leaks in pipes or faucets.
- o Must have a properly connected drain with a gas trap.
- o Must have adequate water pressure.

BATHROOM

- o One permanent ceiling/wall light fixture present and working.
- o Permanently installed sink with hot and cold running water.
- o Sink, tub/shower must be connected to an approvable water supply with an operating drain and has a gas trap.
- o Toilet flushes properly. No leaks or blockage and is secured to floor or wall.
- o Must have proper ventilation. An operable window or a working ventilation system that leads to the outside.
- o Clean bathtub, toilet, tile, walls, floor, vanity, mirrors, medicine cabinet, and sink. No rust or mildew.

SMOKE DETECTOR

- o Working smoke detector on each level of the unit and must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms, including basements but excluding crawl spaces and unfinished attics.
- o If the unit is occupied by someone hearing impaired, there must be an approved alarm in the unit.

CARBON MONOXIDE DETECTOR

- o Required if the unit has fossil fuel burning appliances, fireplace, or an attached garage.
- o Carbon monoxide detection shall be installed in units outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom. A carbon monoxide detector shall be provided in an approved location near an enclosed garage.

All Secondary Rooms

- o Closets, pantries, laundry rooms, and unfinished basements are inspected under same criteria as any other room in the unit.

OTHER INTERIOR HAZARDS

- o Tripping hazards that are not part of permanent floor covering (i.e., cords on top of floor coverings).
- o Interior doors that are not operable or damaged.
- o Broken porcelain.
- o Windows must stay up on their own when raised.
- o Fire hazards (i.e., excessive grease in drip pans, combustible items and materials near water heaters and heat sources).

BUILDING EXTERIOR

- o Exterior walls should be free of hazards that would allow the infiltration of air and vermin.
- o Foundation must be free of cracks and damage to prevent entry of water and vermin.
- o Secure decks, stairs, railings, roof, chimney, gutters, drains and flashing.
- o Handrail is required when there are 4 or more consecutive steps, attached or detached from the building.
- o Railings are required on porches, balconies, and landings that are 30 inches or higher from the ground.
- o Roof must be structurally sound and with no evidence of serious buckling, sagging or leaks.
- o Trash bins/dumpster available for waste disposal.

HEATING AND PLUMBING

- o Heating system must be permanently installed and free of hazards that exposes the family to potential for fire or exhaust fumes.
- o Heating system must be capable of providing adequate heat to all habitable rooms in the dwelling.
- o Unvented fuel burning devices are unacceptable.
- o Hot water heaters must have a pressure relief valve and discharge line manufactured with approved plumbing material and is terminated no more than 6 inches above the floor, ground, waste receptor or floor drain.
 - o Water heaters must be free from leaks, major corrosion, and exposed wires.
 - o If water heater is gas, must be vented properly to the exterior.
- o The unit must be served by an approvable public or private sanitary water supply.
- o Plumbing has no major leaks, corrosion or conditions that would cause and indicate contamination of drinking water.

- o Sewer connection must be connected to an approvable public or private disposal system and is free from sewer back-ups.
- o Cleanouts must be capped.

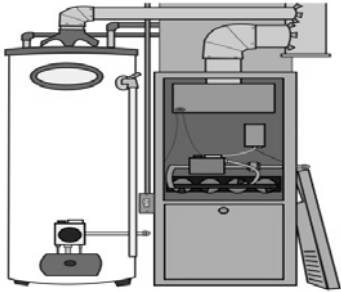
SITE AND NEIGHBORHOOD

- o Site around the unit must be free of hazards (tripping hazards, damaged sidewalks, glass, nails, sink holes and overgrown and excessive growth of vegetation, etc.).
- o Damaged fencing, gates and sheds

MANUFACTURED HOMES

- o Must pass same inspection criteria as any room in a house or apartment.
- o Must be securely anchored by approved tie down devices.

Heating System:



Gas heaters must be vented properly or disconnected and the gas line capped.

There must be a permanently installed heat source, gas, or electric, sufficient to heat every room in the unit.

The heating system must be present and working even if the unit is inspected in the summer months.

The flue vent on a gas heater must extend through the roof to the outside and have a rain cap attached properly and securely.

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units. Owners must provide a vented or electric permanent heat source.

Water Heater:

Water heater must be visible for inspection.

The water heater must be enclosed unless it is in a garage, basement, or an enclosed utility

room (meaning there is not a door leading from the utility room to the exterior of the unit). An acceptable material is sheetrock or any non-flammable material.

The flue vent on the gas water heater must extend through the roof to the outside with a rain cap properly and securely attached.

A gas water heater must have oxygen. The enclosure cannot be completely airtight. There must be some form of ventilation for the enclosure. The flame has to have enough oxygen to burn blue in color. A duct pipe from the attic to the flame level can be used to provide this ventilation.

There must be a temperature/pressure relief (TPR) valve and a discharge line on all water heaters. If the water heater has a manufactured opening for the TPR valve, the valve must be installed in that opening.

If there is not a manufactured opening, the TPR valve can be located on the hot water line. However, the stem on the TPR valve must extend into the water heater and the tag must be accessible on the TPR valve.

At no point can the discharge line extend upward.

Discharge lines must meet the following guidelines and conform to at least one of the listed standards for the material used. An acceptable standard must be listed on the discharge line.

From the International Plumbing Code (IPC) 2009 (Fourth Printing):

Section 504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

- Not be directly connected to the drainage system.
- Discharge through an air gap located in the same room as the waterheater.
- Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
- Serve a single relief device and shall not connect to piping serving any other relief device or equipment.
- Discharge to the floor, to the pan serving the water heater or storage tank, to a waste receptor or to the outdoors.
- Discharge in a manner that does not cause personal injury or structural damage.
- Discharge to a termination point that is readily observable by the building occupants.
- Not be trapped.
- Be installed so as to flow by gravity.
- Not terminate more than 6 inches (152 mm) above the floor or waste receptor.
- Not have a threaded connection at the end of such piping.
- Not have valves or tee fittings.
- Be constructed of those materials listed in Section 605.4 or materials tested, rated and approved for such use in accordance with ASME A112.4.1.
- 605.4 Water distribution pipe. Water

distribution pipe shall conform to NSF 61 and shall conform to one of the standards listed in Table 605.4 (please see the table on the following page). All hot water distribution pipe and tubing shall have a minimum pressure rating of 100 psi (690 kPa) at 180°F (82°C).

TABLE 605.4 WATER DISTRIBUTION PIPE 1

MATERIAL	STANDARD
Brass pipe	ASTM B 43
Chlorinated polyvinyl chloride/aluminum/chlorinated polyvinyl chloride (CPVC/AL/CPVC)	ASTM F 2856
Copper or copper-alloy pipe	ASTM B 42; ASTM B 302
Copper or copper-alloy tubing (Type K, WK, L, WL, M or WM)	ASTM B 75; ASTM B 88; ASTM B 251; ASTM B 447
Cross-linked polyethylene (PEX) plastic tubing	ASTM F 876; ASTM F 877; CSA B137.5
Cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pipe	ASTM F 1281; ASTM F 2262; CSA B137.10
Cross-linked polyethylene/aluminum/high-density polyethylene (PEX-AL-HDPE)	ASTM F 1986
Ductile iron pipe	AWWA C151/A21.51; AWWA C115/A21.15
Galvanized steel pipe	ASTM A 53
Polyethylene/aluminum/polyethylene (PE-AL-PE) composite pipe	ASTM F 1282
Polyethylene of raised temperature (PE-RT) plastic tubing	ASTM F 2769
Polypropylene (PP) plastic pipe or tubing	ASTM F 2389; CSA B137.11
Stainless steel pipe (Type 304/304L)	ASTM A 312; ASTM A 778
Stainless steel pipe (Type 316/316L)	ASTM A 312; ASTM A 778

Mobile Homes:

A mobile home must be tied down securely at each corner. The inspector must be able to view the tie downs.

There must be two exits from the mobile home. There must be steps by both doors. If there are three or more steps, there must be at least one handrail.

Cranks for roll out windows must be present.

Porches:

The steps to the unit must be secure. Cement blocks or loose rocks are not acceptable.

If there are three or more steps, there must be at least one handrail.

If the porch is over 30" high (at any given point), there must be a guardrail around the porch where the height exceeds 30".

Smoke Detectors:

The unit must be equipped with at least one smoke detector installed on the ceiling or wall in the hall between the bedrooms.

If the bedrooms are separated by another

room, there must be a working smoke detector installed on the ceiling just outside each bedroom that is separated from the other bedrooms.

A working smoke detector must be installed on each floor/level of the unit (includes basements, but excludes attics).

Units occupied by hearing-impaired persons must be equipped with a smoke detector system specifically designed for the hearing-impaired and be located in each bedroom occupied by a hearing-impaired person.

According to State Law, any tenant who tampers with or disconnects a smoke alarm may be fined.

Carbon Monoxide Detectors:

Effective August 1, 2019, units must be equipped with a carbon monoxide detection device in any dwelling that contains a fuel-burning appliance (e.g., furnace, water heater, stove/oven, fireplace, ventilation, or cooling system) that burns solid, liquid, oil, or gas fuel or has an attached garage.

Units with inoperable or missing carbon monoxide detection devices will be cited with a life-threatening deficiency.

Unattached Buildings:

The interior of unattached garages or outbuildings will be inspected unless the garage or outbuilding has been padlocked by the owner/landlord and the family denied access. The exterior of unattached garages and outbuildings will always be inspected. Unattached buildings must be free from electrical hazards.

If the house was built prior to 1978 and there is a child under the age of six living in the unit, the

unattached building must be free of deteriorated paint. If deteriorated paint is present, it must be stabilized in accordance with HUD Regulations on Lead Based Paint Hazards in housing receiving Federal Assistance.

Unattached buildings must not have any broken windows.

Unattached buildings must be free from all potentially hazardous conditions.

Basements and Storm Cellars:

Basements and storm cellars must be free from electrical hazards.

If the house was built before 1978 and there is a child under the age of 6 living in the unit the basement or storm cellar must be free from cracking, scaling, flaking, chipping and peeling paint. If deteriorated paint is present, it must be stabilized in accordance with HUD Regulations on Lead Based Paint Hazards in housing receiving Federal Assistance.

Three or more steps leading to basements or storm cellars must have at least one securely installed handrail.

Basements and storm cellars must be free from all potentially hazardous conditions.

Vermin:

A roach, bedbug, or rat infestation will fail a unit.

Exterior:

Rotted, broken, or missing boards on soffit, fascia, or eaves must be replaced or repaired.

Defective or missing siding must be repaired.

Broken and falling gutters must be replaced, repaired, or removed.

Debris, such as, trash, old appliances, and broken tree limbs should be removed from the yard.

Fences with rotted boards, protruding nails or loose panels present a hazard. These must be repaired, replaced, or removed.

General Health and Safety:

Elevators and boiler/chiller systems will be inspected and the annual inspection reports will be requested at appointments.

Responsibilities of the Family, the Owner, and OHFA

Family Responsibilities

The rules of the Housing Choice Voucher Program must be followed so that you may continue participation.

If any family obligations are violated or if fraud against any Federal housing programs is committed, your assistance is subject to termination.

It is your responsibility to familiarize yourself with these guidelines and to fulfill all program requirements.

- Provide OHFA with complete and accurate information.
- Comply with the Family Obligations of your Voucher.
- Cooperate by attending all appointments scheduled by OHFA.
- Locate a unit that is suitable for your family, meets HQS requirements, and is rent reasonable (as determined by OHFA when compared to similar unassisted units).
- Keep the unit safe and sanitary.
- Comply with the terms of your lease with the owner/landlord.
- Cooperate with the Owner by informing him/her of any necessary repairs.
- Notify OHFA of any known program violations.

Family Obligations

When the family's unit is approved and the HAP Contract is executed, the family must follow the rules listed below in order to

continue participating in the Section 8 Rental Assistance Program.

Violation of Family Obligations is the greatest cause of program participants losing their Section 8 Rental Assistance.

The family must:

- Supply any information that OHFA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Supply any information requested by OHFA to verify that the family is living in the unit or information related to family absence from the unit.
- Allow OHFA to inspect the unit at reasonable times and after reasonable notice.
- Notify OHFA and the Owner in writing before moving out of the unit or terminating the lease. Use the assisted unit for residence by the family.
- The unit must be the family's only residence.
- Notify OHFA in writing by the next annual recertification of additions to the household resulting from birth, adoption, or court awarded custody of a child.

- Obtain approval from OHFA before allowing any new household member to occupy the unit.
- Notify OHFA in writing within 30 days if any household member moves from the unit.
- Give OHFA a copy of any owner eviction notice.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Any information the family supplies must be true and complete.
- Tenants must meet with field agents at scheduled appointments.

The family must not:

- Rent from an owner (or person having an interest in the unit) who is related as a child, parent, grandchild, grandparent, or sibling.
- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug, or violent criminal activity.
- Sublease or let the unit or assign the lease or transfer the unit.
- Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

Owner Responsibilities

- Comply with fair housing laws
- Do not discriminate against any family
- Comply with the terms of the Housing Assistance Payments (HAP) Contract
- Ensure the unit continues to meet HQS requirements
- Check on the unit monthly or quarterly to perform any required maintenance
- Cooperate with the tenant by responding promptly to requests for needed repairs
- Notify OHFA of any known program violations
- Enforce the lease and collect the rent due by the family
- Screen families for suitability as renters
- Comply with HUD Regulations by not renting to a relative where the owner or person having an interest in the property is related as a child, parent, grandchild, grandparent, or sibling.

OHFA Responsibilities

- Verify and review family composition and income to determine qualification.
- Explain the rules of the program to the family and owner.
- Issue a Voucher to the family.
- Provide prospective owner with the family's current address as shown in OHFA's records and, if known to OHFA, the name and address of the landlord at the family's current and prior address.
- Perform HQS inspections to ensure unit meets minimum standards (initially and as required by HUD)

- Sign contract with Owner when unit meets HQS requirements and rent reasonableness
- Make housing assistance payments to the Owner in a timely manner
- Ensure Owner and family continue to comply with program rules
- Provide family and owner with prompt, courteous, accurate, and professional service.

Termination of Assistance

Termination of Lease and Contract by the Family

The family may terminate tenancy after the first year of the lease. The family must give the owner and OHFA notice of termination in accordance with the lease prior to moving from the unit.

Termination by the Owner

During the term of the lease, the owner may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease
- Violations of Federal, State, or Local Law, which directly relate to the use or occupancy of the unit or premises
- Other good cause. Other good cause may include the following:
 - Failure by the family to accept the offer of a new lease or revision
 - Family history of disturbance of neighbors, destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.
- The owner's desire to use the unit for personal or family use, or a purpose other than residential
- Business or economic reasons, such as sale of property, renovation of unit, or desire to lease the unit at a higher rental
- The owner may not terminate for "good cause" during the first year of the lease, unless the family has violated the contract. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

- The owner must give the family written notice of grounds for termination of tenancy at or before the commencement of the action.

Termination by OHFA

If OHFA terminates the Section 8 Rental Assistance for the family, the HAP Contract terminates automatically.

A family's housing assistance may be denied or terminated if:

- A member of the family commits fraud, bribery or any other corrupt act in connection with any federal housing program.
- Any member of the family commits drug-related criminal activity or violent criminal activity.
- The family violates a Family Obligation of the Voucher Program.
- The family has engaged in or threatened abusive or violent behavior toward OHFA personnel.
- The family currently owes rent or other amounts to OHFA or to another housing authority in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.
- The family breaches an agreement with OHFA or another housing agency.
- Any member of the family has ever been evicted from Public Housing.
- OHFA has ever terminated assistance under the Voucher Program for any member of the family.
- A family participating in the Family Self Sufficiency (FSS) Program fails to comply, without good cause, with the family's Contract of Participation.

Informal Review / Hearing

OHFA will provide applicants with the opportunity to request an informal review of a decision denying assistance.

An informal review is not required to be provided for any of the following reasons:

- Discretionary administrative determinations by OHFA.
- General policy issues or class grievances.
- A determination of the family unit size under OHFA's subsidy standards.
- OHFA determination not to approve an extension of the voucher term.
- OHFA determination not to grant approval of the tenancy.
- OHFA determination that a unit selected by the applicant is not in compliance with HQS.
- OHFA determination that the unit is not in accordance with HQS because of the family size or composition.

OHFA will provide participants with the opportunity to request an informal hearing. An informal hearing may be requested for any of the following reasons:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from OHFA's utility allowance schedule.
- A determination of the family unit size under OHFA's voucher subsidy standards.
- A determination to terminate

assistance for a participant family because of the family's action or failure to act (see §982.552).

- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under OHFA policy and HUD rules.

An informal hearing is not required to be provided for any of the following reasons:

- Discretionary administrative determinations by OHFA.
- General policy issues or class grievances.
- Establishment of the PHA schedule of utility allowances for families in the program.
- OHFA determination not to approve an extension of the voucher term.
- OHFA determination not to approve a unit or tenancy.
- OHFA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)
- OHFA determination that the unit is not in accordance with HQS because of the family size.
- A determination by OHFA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Both the informal reviews and informal hearings may be conducted either in person or by phone.

Scheduling Reviews / Hearings

When OHFA receives a request for an informal hearing, a hearing shall be scheduled in a

reasonably expeditious manner. The notification of the hearing will contain:

- The date and time of the hearing
- Determination to terminate a Family Self-Sufficiency Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal, or other representation at the family's expense.
- The right to view any documents or evidence in the possession of OHFA upon which OHFA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing
- A notice to the family that OHFA may request a copy of any documents or evidence the family will use at the hearing

Hearing Procedures

After a hearing date is set, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact OHFA within 24 hours, excluding weekends and holidays. OHFA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to OHFA's determination
- Examine the documents in the file, which are the basis for OHFA's action, and all documents submitted to the Hearing Officer
- Copy any relevant documents at their own expense
- Present any information or witnesses pertinent to the issue of the hearing
- Request that OHFA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at his or her own expense.
- If the family requests copies of documents relevant to the hearing, OHFA will make the copies for the families and assess a charge of 25 cents per copy. In no case will the family be allowed to remove the file from OHFA's office.

OHFA has the right to:

- Present evidence and any information pertinent to the issue of the hearing
- Be notified if the family intends to be represented by legal counsel, advocate, or another party
- Examine and copy any documents to be used by the family prior to the hearing
- Have its attorney present
- Have staff and other witnesses present

The Informal Hearing shall be conducted by the Hearing Officer appointed by OHFA who is neither the person who made or approved the

decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing, if requested.

Documents include records and regulations. The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene, at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of OHFA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction, or decision of OHFA is legal in accordance with HUD regulations and OHFA's Administrative Plan based upon the evidence and testimony provided at the hearing.

Factual determinations relating to the individual circumstances of the family will be

based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to OHFA and the family within 14 calendar days and shall include a clear summary of the decision and reasons for the decision. If the decision involves money owed, the amount owed, and the date the decision goes into effect.

OHFA is not bound by hearing decisions:

- Which concern matters in which OHFA is not required to provide an opportunity for a hearing
- Which conflict with or contradict HUD regulations or requirements
- Which conflict with or contradict Federal, State or local law
- Which exceed the authority of the person conducting the hearing

OHFA shall send a letter to the participant, if it determines that OHFA is not bound by the Hearing Officer's determination within 14 calendar days from the date of the original determination. The letter shall include OHFA's reasons for its decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained on file.

Portability / Transferring Your Assistance

Proof of residency for at least one year in Oklahoma is required when requesting to transfer your voucher from Oklahoma to another state.

You must be a resident of Oklahoma when applying for assistance to transfer your assistance to another state. OHFA may deny a family's request for portability, if portability could create a financial hardship for OHFA.

Please see the following two pages for additional portability guidance concerning moving to other locations.

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program **(the initial PHA)**.

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different from the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.

Employment and Community Services

The Oklahoma Employment Security Commission (OESC) offers various resources, such as, employment and career resources, education, training, referrals to community services, and unemployment benefits.

For more information about OESC, please visit the website: www.tinyurl.com/workforcecenters or call 1-888-980-WORK (9675) to locate a Workforce Oklahoma Center near you.

The Oklahoma Department of Human Services (DHS) provides a wide range of assistance programs including: food benefits (SNAP); temporary cash assistance (TANF); services for persons with developmental disabilities and persons who are aging; adult protective services; child welfare programs; child support services; and child care assistance. DHS also handles applications and eligibility for Sooner Care, the state's Medicaid program offering health care to families with low incomes.

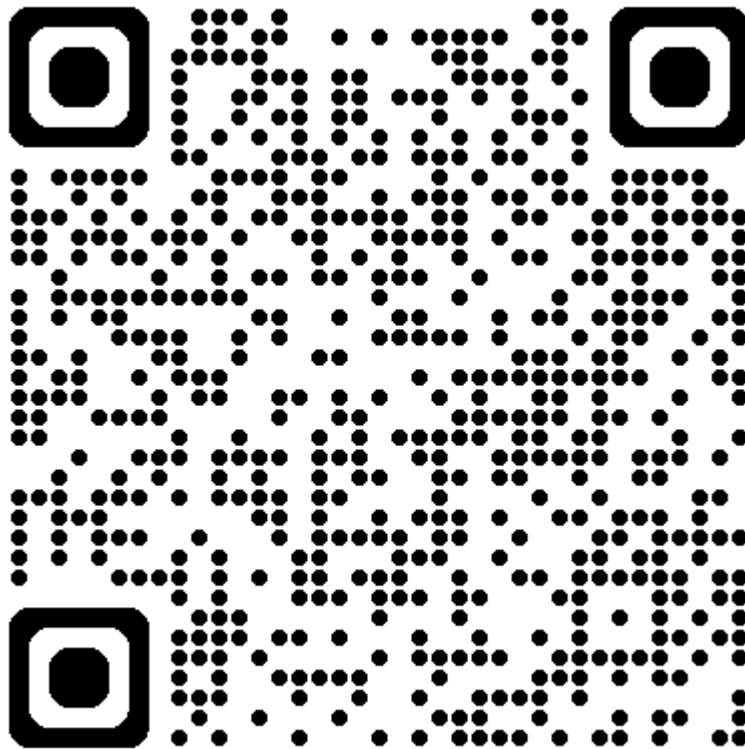
For more information about DHS, please visit the website: www.okdhs.org or call 1-405-521-3646.

Oklahoma Landlord and Tenant Acts

The Oklahoma Non-Residential/Residential Landlord and Tenant Acts provide general guidance about landlord and tenant rights and are for informational purposes only.

For more information about the landlord and tenant acts, please visit Oklahoma Housing Finance Agency's website: www.ohfa.org or the Oklahoma Real Estate Commission's website: <http://tinyurl.com/landlordtenantokla>.

Please scan the QR code below or Visit www.ohfa.org/paymentstandards To view OHFA's Payment standards.



STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Enid, OK MSA									
FY 2026 MFI: \$87,000	EXTR LOW INCOME	18300	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	30450	34800	39150	43500	47000	50500	53950	57450
	LOW-INCOME	48750	55700	62650	69600	75200	80750	86350	91900
Fort Smith, AR-OK MSA									
FY 2026 MFI: \$76,800	EXTR LOW INCOME	16150	21640	27320	33000	38680	44360	47650	50700
	VERY LOW INCOME	26900	30750	34600	38400	41500	44550	47650	50700
	LOW-INCOME	43050	49200	55350	61450	66400	71300	76200	81150
Lawton, OK MSA									
Cotton County, OK HMFA									
FY 2026 MFI: \$84,500	EXTR LOW INCOME	17750	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	29600	33800	38050	42250	45650	49050	52400	55800
	LOW-INCOME	47350	54100	60850	67600	73050	78450	83850	89250
Lawton, OK HMFA									
FY 2026 MFI: \$79,600	EXTR LOW INCOME	16750	21640	27320	33000	38680	44360	49400	52550
	VERY LOW INCOME	27900	31850	35850	39800	43000	46200	49400	52550
	LOW-INCOME	44600	51000	57350	63700	68800	73900	79000	84100
Oklahoma City, OK MSA									
Grady County, OK HMFA									
FY 2026 MFI: \$96,000	EXTR LOW INCOME	20200	23050	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	33600	38400	43200	48000	51850	55700	59550	63400
	LOW-INCOME	53800	61450	69150	76800	82950	89100	95250	101400
Lincoln County, OK HMFA									
FY 2026 MFI: \$77,500	EXTR LOW INCOME	16300	21640	27320	33000	38680	44360	48050	51150
	VERY LOW INCOME	27150	31000	34900	38750	41850	44950	48050	51150
	LOW-INCOME	43400	49600	55800	62000	67000	71950	76900	81850
Oklahoma City, OK HMFA									
FY 2026 MFI: \$97,300	EXTR LOW INCOME	20450	23400	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	34100	38950	43800	48650	52550	56450	60350	64250
	LOW-INCOME	54500	62300	70100	77850	84100	90350	96550	102800
Tulsa, OK MSA									
Okmulgee County, OK HMFA									
FY 2026 MFI: \$72,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Pawnee County, OK HMFA									
FY 2026 MFI: \$76,400	EXTR LOW INCOME	16050	21640	27320	33000	38680	44350	47400	50450
	VERY LOW INCOME	26750	30600	34400	38200	41300	44350	47400	50450
	LOW-INCOME	42800	48900	55000	61100	66000	70900	75800	80700
Tulsa, OK HMFA									
FY 2026 MFI: \$95,000	EXTR LOW INCOME	19950	22800	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	33250	38000	42750	47500	51300	55100	58900	62700
	LOW-INCOME	53200	60800	68400	76000	82100	88200	94250	100350
Adair County, OK									
FY 2026 MFI: \$61,500	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150

STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Alfalfa County, OK									
FY 2026 MFI: \$93,500	EXTR LOW INCOME	19950	22800	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	33250	38000	42750	47500	51300	55100	58900	62700
	LOW-INCOME	53200	60800	68400	76000	82100	88200	94250	100350
Atoka County, OK									
FY 2026 MFI: \$73,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Beaver County, OK									
FY 2026 MFI: \$76,900	EXTR LOW INCOME	16150	21640	27320	33000	38680	44360	47700	50800
	VERY LOW INCOME	26950	30800	34650	38450	41550	44650	47700	50800
	LOW-INCOME	43050	49200	55350	61500	66450	71350	76300	81200
Beckham County, OK									
FY 2026 MFI: \$70,800	EXTR LOW INCOME	16000	21640	27320	33000	38680	44250	47300	50350
	VERY LOW INCOME	26700	30500	34300	38100	41200	44250	47300	50350
	LOW-INCOME	42750	48800	54900	60950	65850	70750	75600	80500
Blaine County, OK									
FY 2026 MFI: \$79,900	EXTR LOW INCOME	16800	21640	27320	33000	38680	44360	49550	52750
	VERY LOW INCOME	28000	32000	36000	39950	43150	46350	49550	52750
	LOW-INCOME	44750	51150	57550	63900	69050	74150	79250	84350
Bryan County, OK									
FY 2026 MFI: \$73,800	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Caddo County, OK									
FY 2026 MFI: \$71,800	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Carter County, OK									
FY 2026 MFI: \$80,400	EXTR LOW INCOME	16900	21640	27320	33000	38680	44360	49850	53100
	VERY LOW INCOME	28150	32200	36200	40200	43450	46650	49850	53100
	LOW-INCOME	45050	51450	57900	64300	69450	74600	79750	84900
Cherokee County, OK									
FY 2026 MFI: \$71,300	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Choctaw County, OK									
FY 2026 MFI: \$65,200	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Cimarron County, OK									
FY 2026 MFI: \$99,100	EXTR LOW INCOME	18900	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	31450	35950	40450	44900	48500	52100	55700	59300
	LOW-INCOME	50300	57500	64700	71850	77600	83350	89100	94850
Coal County, OK									
FY 2026 MFI: \$63,200	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150

STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Craig County, OK									
FY 2026 MFI: \$65,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Custer County, OK									
FY 2026 MFI: \$81,400	EXTR LOW INCOME	17100	21640	27320	33000	38680	44360	50040	53750
	VERY LOW INCOME	28500	32600	36650	40700	44000	47250	50500	53750
	LOW-INCOME	45600	52100	58600	65100	70350	75550	80750	85950
Delaware County, OK									
FY 2026 MFI: \$75,200	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Dewey County, OK									
FY 2026 MFI: \$78,000	EXTR LOW INCOME	16400	21640	27320	33000	38680	44360	48400	51500
	VERY LOW INCOME	27300	31200	35100	39000	42150	45250	48400	51500
	LOW-INCOME	43700	49950	56200	62400	67400	72400	77400	82400
Ellis County, OK									
FY 2026 MFI: \$78,100	EXTR LOW INCOME	16450	21640	27320	33000	38680	44360	48450	51550
	VERY LOW INCOME	27350	31250	35150	39050	42200	45300	48450	51550
	LOW-INCOME	43750	50000	56250	62500	67500	72500	77500	82500
Garvin County, OK									
FY 2026 MFI: \$75,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Grant County, OK									
FY 2026 MFI: \$78,400	EXTR LOW INCOME	17600	21640	27320	33000	38680	44360	50040	55200
	VERY LOW INCOME	29300	33450	37650	41800	45150	48500	51850	55200
	LOW-INCOME	46850	53550	60250	66900	72300	77650	83000	88350
Greer County, OK									
FY 2026 MFI: \$73,400	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Harmon County, OK									
FY 2026 MFI: \$55,300	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Harper County, OK									
FY 2026 MFI: \$78,200	EXTR LOW INCOME	16450	21640	27320	33000	38680	44360	48500	51650
	VERY LOW INCOME	27400	31300	35200	39100	42250	45400	48500	51650
	LOW-INCOME	43800	50050	56300	62550	67600	72600	77600	82600
Haskell County, OK									
FY 2026 MFI: \$65,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Hughes County, OK									
FY 2026 MFI: \$66,500	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150

STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Jackson County, OK									
FY 2026 MFI: \$85,200	EXTR LOW INCOME	17900	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	29850	34100	38350	42600	46050	49450	52850	56250
	LOW-INCOME	47750	54550	61350	68150	73650	79100	84550	90000
Jefferson County, OK									
FY 2026 MFI: \$61,700	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Johnston County, OK									
FY 2026 MFI: \$68,700	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Kay County, OK									
FY 2026 MFI: \$77,500	EXTR LOW INCOME	16300	21640	27320	33000	38680	44360	48050	51150
	VERY LOW INCOME	27150	31000	34900	38750	41850	44950	48050	51150
	LOW-INCOME	43400	49600	55800	62000	67000	71950	76900	81850
Kingfisher County, OK									
FY 2026 MFI: \$82,100	EXTR LOW INCOME	17300	21640	27320	33000	38680	44360	50040	54200
	VERY LOW INCOME	28750	32850	36950	41050	44350	47650	50950	54200
	LOW-INCOME	46000	52600	59150	65700	71000	76250	81500	86750
Kiowa County, OK									
FY 2026 MFI: \$61,800	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Latimer County, OK									
FY 2026 MFI: \$63,200	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Le Flore County, OK									
FY 2026 MFI: \$69,300	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Love County, OK									
FY 2026 MFI: \$78,800	EXTR LOW INCOME	16600	21640	27320	33000	38680	44360	48900	52050
	VERY LOW INCOME	27600	31550	35500	39400	42600	45750	48900	52050
	LOW-INCOME	44150	50450	56750	63050	68100	73150	78200	83250
Major County, OK									
FY 2026 MFI: \$87,300	EXTR LOW INCOME	18350	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	30600	34950	39300	43650	47150	50650	54150	57650
	LOW-INCOME	48900	55900	62900	69850	75450	81050	86650	92250
Marshall County, OK									
FY 2026 MFI: \$68,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Mayes County, OK									
FY 2026 MFI: \$76,200	EXTR LOW INCOME	16000	21640	27320	33000	38680	44200	47250	50300
	VERY LOW INCOME	26700	30500	34300	38100	41150	44200	47250	50300
	LOW-INCOME	42700	48800	54900	60950	65850	70750	75600	80500

STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
McCurtain County, OK									
FY 2026 MFI: \$70,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
McIntosh County, OK									
FY 2026 MFI: \$62,000	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Murray County, OK									
FY 2026 MFI: \$84,800	EXTR LOW INCOME	17850	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	29700	33950	38200	42400	45800	49200	52600	56000
	LOW-INCOME	47500	54300	61100	67850	73300	78750	84150	89600
Muskogee County, OK									
FY 2026 MFI: \$74,100	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Noble County, OK									
FY 2026 MFI: \$95,300	EXTR LOW INCOME	20050	22900	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	33400	38150	42900	47650	51500	55300	59100	62900
	LOW-INCOME	53400	61000	68650	76250	82350	88450	94550	100650
Nowata County, OK									
FY 2026 MFI: \$70,900	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Okfuskee County, OK									
FY 2026 MFI: \$65,900	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Ottawa County, OK									
FY 2026 MFI: \$64,800	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Payne County, OK									
FY 2026 MFI: \$98,800	EXTR LOW INCOME	19250	22000	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	32050	36600	41150	45750	49350	53050	56750	60350
	LOW-INCOME	51250	58550	65850	73200	79050	84900	90800	96600
Pittsburg County, OK									
FY 2026 MFI: \$74,600	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Pontotoc County, OK									
FY 2026 MFI: \$84,200	EXTR LOW INCOME	17700	21640	27320	33000	38680	44360	50040	55600
	VERY LOW INCOME	29500	33700	37900	42100	45500	48850	52250	55600
	LOW-INCOME	47150	53900	60650	67350	72750	78150	83550	88950
Pottawatomie County, OK									
FY 2026 MFI: \$82,200	EXTR LOW INCOME	17150	21640	27320	33000	38680	44360	50040	53900
	VERY LOW INCOME	28600	32650	36700	40800	44100	47350	50600	53900
	LOW-INCOME	45700	52200	58750	65250	70500	75700	80950	86150

STATE:OKLAHOMA

-----FY2026 S E C T I O N 8 I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Pushmataha County, OK									
FY 2026 MFI: \$64,900	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Roger Mills County, OK									
FY 2026 MFI: \$79,000	EXTR LOW INCOME	16600	21640	27320	33000	38680	44360	49000	52150
	VERY LOW INCOME	27650	31600	35550	39500	42700	45850	49000	52150
	LOW-INCOME	44250	50600	56900	63200	68300	73350	78400	83450
Seminole County, OK									
FY 2026 MFI: \$62,100	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Stephens County, OK									
FY 2026 MFI: \$81,500	EXTR LOW INCOME	17150	21640	27320	33000	38680	44360	50040	53800
	VERY LOW INCOME	28550	32600	36700	40750	44050	47300	50550	53800
	LOW-INCOME	45650	52200	58700	65200	70450	75650	80850	86100
Texas County, OK									
FY 2026 MFI: \$84,600	EXTR LOW INCOME	17800	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	29650	33850	38100	42300	45700	49100	52500	55850
	LOW-INCOME	47400	54200	60950	67700	73150	78550	83950	89400
Tillman County, OK									
FY 2026 MFI: \$67,200	EXTR LOW INCOME	15960	21640	27320	33000	38680	44050	47100	50100
	VERY LOW INCOME	26600	30400	34200	37950	41000	44050	47100	50100
	LOW-INCOME	42500	48600	54650	60700	65600	70450	75300	80150
Washington County, OK									
FY 2026 MFI: \$84,500	EXTR LOW INCOME	17750	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	29600	33800	38050	42250	45650	49050	52400	55800
	LOW-INCOME	47350	54100	60850	67600	73050	78450	83850	89250
Washita County, OK									
FY 2026 MFI: \$77,900	EXTR LOW INCOME	16350	21640	27320	33000	38680	44360	48300	51450
	VERY LOW INCOME	27300	31200	35100	38950	42100	45200	48300	51450
	LOW-INCOME	43650	49850	56100	62300	67300	72300	77300	82250
Woods County, OK									
FY 2026 MFI: \$88,500	EXTR LOW INCOME	18600	21640	27320	33000	38680	44360	50040	55720
	VERY LOW INCOME	31000	35400	39850	44250	47800	51350	54900	58450
	LOW-INCOME	49600	56650	63750	70800	76500	82150	87800	93500
Woodward County, OK									
FY 2026 MFI: \$76,000	EXTR LOW INCOME	16600	21640	27320	33000	38680	44360	48900	52050
	VERY LOW INCOME	27600	31550	35500	39400	42600	45750	48900	52050
	LOW-INCOME	44150	50450	56750	63050	68100	73150	78200	83250

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

2700 Degree Days

UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	40.00	44.00	52.00	56.00	64.00	71.00
	b. Bottle Gas	43.00	55.00	74.00	86.00	105.00	123.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	11.00	14.00	19.00	23.00	28.00	32.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		7.00	8.00	9.00	11.00	13.00	14.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw, Jefferson, Love, Marshall, McCurtain, Murray, Muskogee	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

2700 Degree Days

UNIT TYPE: MOBILE HOME

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	54.00	60.00	70.00	76.00	86.00	95.00
	b. Bottle Gas	59.00	75.00	100.00	116.00	141.00	167.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	15.00	18.00	25.00	31.00	38.00	44.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		9.00	10.00	13.00	15.00	17.00	18.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw, Jefferson, Love, Marshall, McCurtain, Murray, Muskogee	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

2700 Degree Days

UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	47.00	52.00	61.00	66.00	75.00	83.00
	b. Bottle Gas	51.00	65.00	87.00	101.00	123.00	145.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	13.00	16.00	22.00	27.00	33.00	38.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		8.00	9.00	11.00	13.00	15.00	16.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Bryan, Carter, Cherokee, Choctaw, Jefferson, Love, Marshall, McCurtain, Murray, Muskogee	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3200 Degree Days

UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	43.00	48.00	57.00	62.00	71.00	79.00
	b. Bottle Gas	51.00	65.00	88.00	102.00	124.00	146.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	13.00	16.00	22.00	27.00	33.00	38.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		8.00	9.00	11.00	13.00	14.00	16.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Atoka, Coal, Comanche, Cotton, Garvin, Grady, Greer, Harmon, Haskell, Hughes, Jackson, Johnston, Latimer, LeFlore, Okfuskee, Okmulgee, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Seminole, Sequoyah, Stephens	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3200 Degree Days

UNIT TYPE: MOBILE HOME

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	58.00	66.00	77.00	84.00	95.00	107.00
	b. Bottle Gas	69.00	89.00	118.00	138.00	168.00	198.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	17.00	22.00	30.00	37.00	45.00	52.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		10.00	13.00	15.00	17.00	20.00	22.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Atoka, Coal, Comanche, Cotton, Garvin, Grady, Greer, Harmon, Haskell, Hughes, Jackson, Johnston, Latimer, LeFlore, Okfuskee, Okmulgee, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Seminole, Sequoyah, Stephens	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3200 Degree Days

UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	50.00	57.00	67.00	73.00	83.00	93.00
	b. Bottle Gas	60.00	77.00	103.00	120.00	146.00	172.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	15.00	19.00	26.00	32.00	39.00	45.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		9.00	11.00	13.00	15.00	17.00	19.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Atoka, Coal, Comanche, Cotton, Garvin, Grady, Greer, Harmon, Haskell, Hughes, Jackson, Johnston, Latimer, LeFlore, Okfuskee, Okmulgee, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Seminole, Sequoyah, Stephens	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3600 Degree Days

UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	45.00	52.00	61.00	67.00	77.00	87.00
	b. Bottle Gas	58.00	74.00	99.00	115.00	139.00	164.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	14.00	19.00	25.00	31.00	37.00	43.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		9.00	10.00	13.00	14.00	16.00	19.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Adair, Beckham, Blaine, Caddo, Canadian, Cleveland, Creek, Custer, Garfield, Kingfisher, Kiowa, Lincoln, Logan, McClain, McIntosh, Noble, Oklahoma, Pawnee, Tillman, Tulsa, Wagoner, Washita	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3600 Degree Days

UNIT TYPE: MOBILE HOME

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	61.00	70.00	83.00	91.00	104.00	117.00
	b. Bottle Gas	78.00	100.00	133.00	155.00	189.00	222.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	20.00	25.00	33.00	41.00	51.00	59.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		12.00	14.00	17.00	20.00	22.00	25.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Adair, Beckham, Blaine, Caddo, Canadian, Cleveland, Creek, Custer, Garfield, Kingfisher, Kiowa, Lincoln, Logan, McClain, McIntosh, Noble, Oklahoma, Pawnee, Tillman, Tulsa, Wagoner, Washita	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

3600 Degree Days

UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	53.00	61.00	72.00	79.00	90.00	102.00
	b. Bottle Gas	68.00	87.00	116.00	135.00	164.00	193.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	17.00	22.00	29.00	36.00	44.00	51.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		10.00	12.00	15.00	17.00	19.00	22.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Adair, Beckham, Blaine, Caddo, Canadian, Cleveland, Creek, Custer, Garfield, Kingfisher, Kiowa, Lincoln, Logan, McClain, McIntosh, Noble, Oklahoma, Pawnee, Tillman, Tulsa, Wagoner, Washita	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4000 Degree Days

UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	48.00	54.00	65.00	72.00	82.00	94.00
	b. Bottle Gas	64.00	82.00	110.00	128.00	156.00	183.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	16.00	20.00	27.00	34.00	41.00	48.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		10.00	11.00	14.00	16.00	19.00	20.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey, Grant, Harper, Kay, Major, Mayes, Nowata, Osage, Ottawa, Payne, Roger Mills, Rogers, Washington, Woods, Woodward	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4000 Degree Days

UNIT TYPE: MOBILE HOME

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	64.00	74.00	89.00	98.00	112.00	127.00
	b. Bottle Gas	86.00	112.00	148.00	173.00	210.00	247.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	22.00	28.00	37.00	46.00	55.00	64.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		14.00	15.00	18.00	22.00	25.00	28.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey, Grant, Harper, Kay, Major, Mayes, Nowata, Osage, Ottawa, Payne, Roger Mills, Rogers, Washington, Woods, Woodward	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4000 Degree Days

UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	56.00	64.00	77.00	85.00	97.00	110.00
	b. Bottle Gas	75.00	97.00	129.00	150.00	183.00	215.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	19.00	24.00	32.00	40.00	48.00	56.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		12.00	13.00	16.00	19.00	22.00	24.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Alfalfa, Craig, Delaware, Dewey, Grant, Harper, Kay, Major, Mayes, Nowata, Osage, Ottawa, Payne, Roger Mills, Rogers, Washington, Woods, Woodward	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4500 Degree Days

UNIT TYPE: MULTIFAMILY (LOW RISE APARTMENTS, HIGH RISE APARTMENTS)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	51.00	59.00	71.00	78.00	90.00	102.00
	b. Bottle Gas	72.00	93.00	123.00	144.00	174.00	206.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	18.00	23.00	31.00	38.00	46.00	54.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		11.00	13.00	15.00	18.00	20.00	23.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Beaver, Cimarron, Ellis, Texas	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4500 Degree Days

UNIT TYPE: MOBILE HOME

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	69.00	79.00	95.00	106.00	122.00	138.00
	b. Bottle Gas	98.00	125.00	167.00	194.00	236.00	278.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	24.00	31.00	41.00	52.00	62.00	74.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		15.00	17.00	21.00	24.00	28.00	31.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Beaver, Cimarron, Ellis, Texas	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

**U.S. DEPARTMENT OF HUD SECTION 8 – EXISTING AND MODERATE REHABILITATION
HOUSING ALLOWANCES FOR TENANT – FURNISHED UTILITIES AND OTHER SERVICES**

Date: October 1, 2026

4500 Degree Days

UNIT TYPE: SINGLE FAMILY (DETACHED, DUPLEX, ROW HOUSE, TOWNHOUSE)

UTILITY OR SERVICE		MONTHLY DOLLAR ALLOWANCES					
		0 BR	1 BR	2 BR	3 BR	4 BR	5BR
HEATING:	a. Natural Gas	60.00	69.00	83.00	92.00	106.00	120.00
	b. Bottle Gas	85.00	109.00	145.00	169.00	205.00	242.00
	c. Oil	-0-	-0-	-0-	-0-	-0-	-0-
	d. Electric	21.00	27.00	36.00	45.00	54.00	64.00
COOKING:	a. Natural Gas	7.00	8.00	10.00	12.00	13.00	16.00
	b. Electric	5.00	6.00	8.00	11.00	14.00	15.00
	c. Bottle Gas	19.00	21.00	27.00	32.00	35.00	40.00
ELECTRIC LIGHTING, REFRIGERATION, ETC.		28.00	30.00	33.00	35.00	36.00	38.00
AIR CONDITIONING		13.00	15.00	18.00	21.00	24.00	27.00
WATER HEATING:	a. Natural Gas	11.00	16.00	19.00	22.00	25.00	28.00
	b. Electric	12.00	17.00	21.00	25.00	29.00	34.00
	c. Bottle Gas	30.00	40.00	48.00	56.00	64.00	72.00
	d. Oil	-0-	-0-	-0-	-0-	-0-	-0-
WATER		46.00	53.00	59.00	66.00	76.00	83.00
SEWER		24.00	34.00	44.00	53.00	68.00	78.00
TRASH		28.00	28.00	28.00	28.00	28.00	28.00
RANGE		4.00	4.00	4.00	4.00	4.00	4.00
REFRIGERATOR		5.00	5.00	5.00	5.00	5.00	5.00
OTHER							

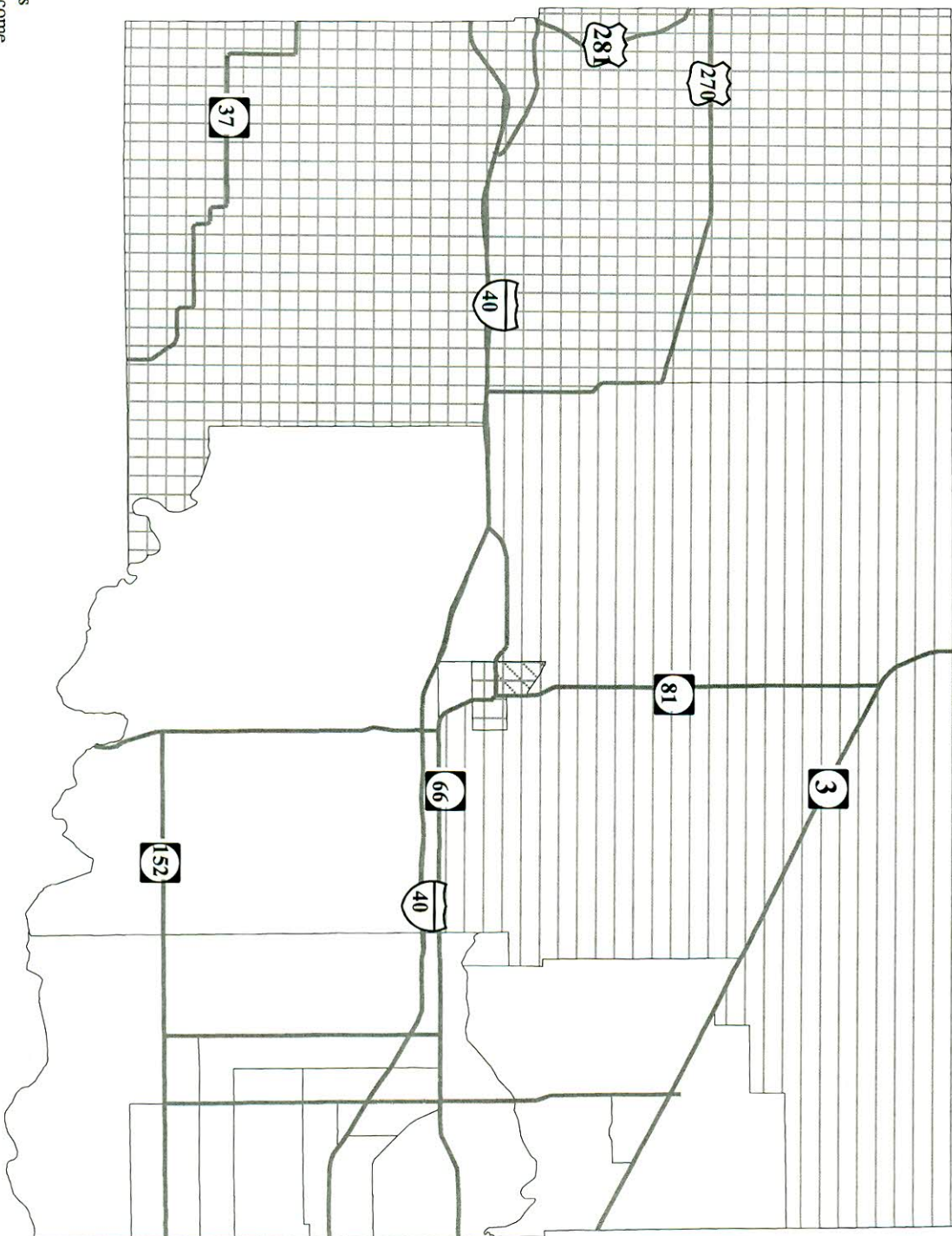
ACTUAL FAMILY ALLOWANCES (To be used by family to compute allowance. Complete below for Actual Unit Rented)

APPLICABLE COUNTIES:	Utility or Service	Per Month
Beaver, Cimarron, Ellis, Texas	HEATING	\$ _____
	COOKING	\$ _____
	OTHER ELECTRIC	\$ _____
	WATER HEATING	\$ _____
	WATER	\$ _____
	SEWER	\$ _____
	TRASH COLLECTION	\$ _____
	RANGE	\$ _____
	REFRIGERATOR	\$ _____
	OTHER (Specify)	\$ _____
	TOTAL	\$ _____

OHFA-69

4/14/26

Canadian County Census Tracts



Major Roads
 Moderate Income
 High Unemployment
 High Minority Population
 Non Minority Population

10

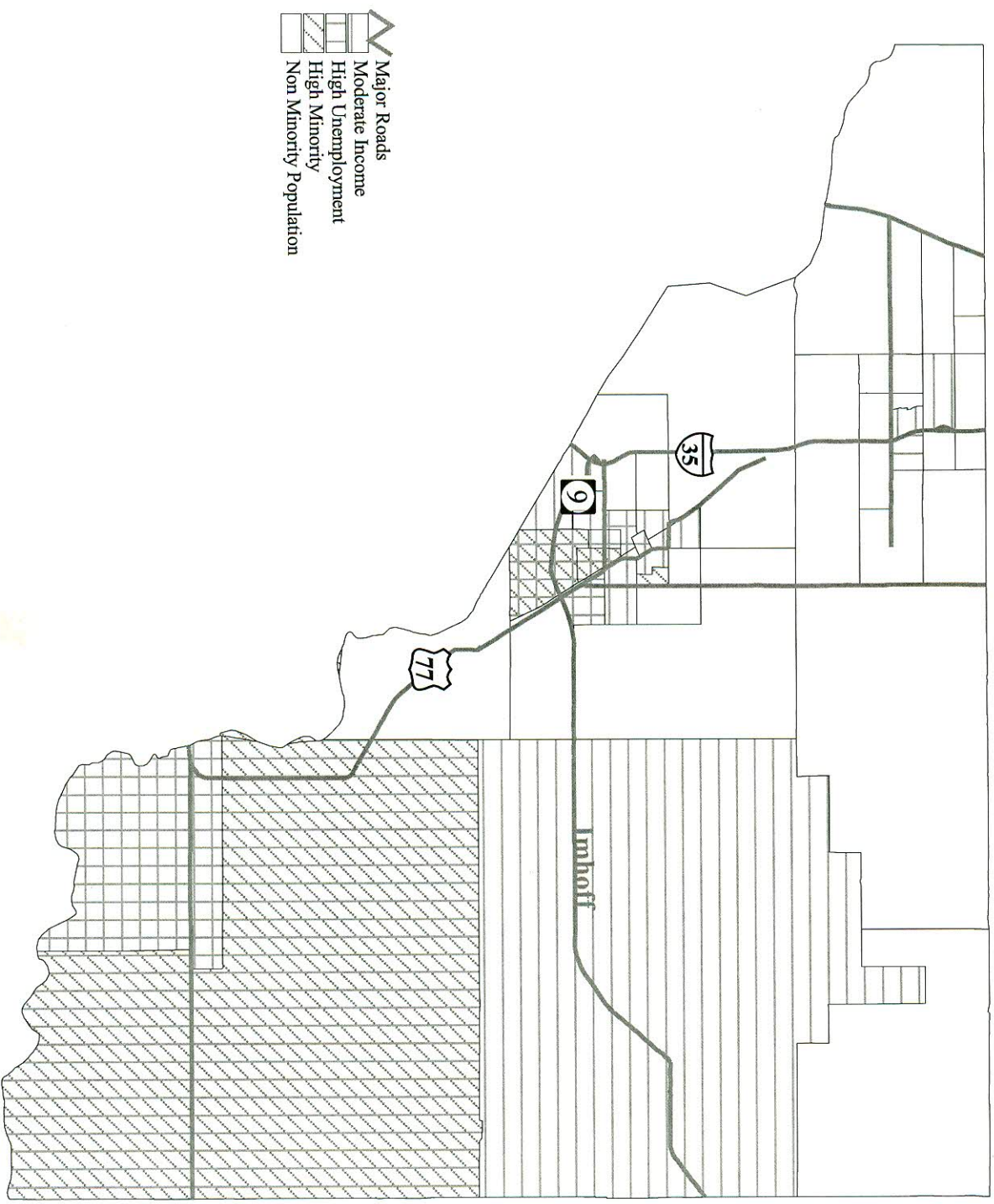
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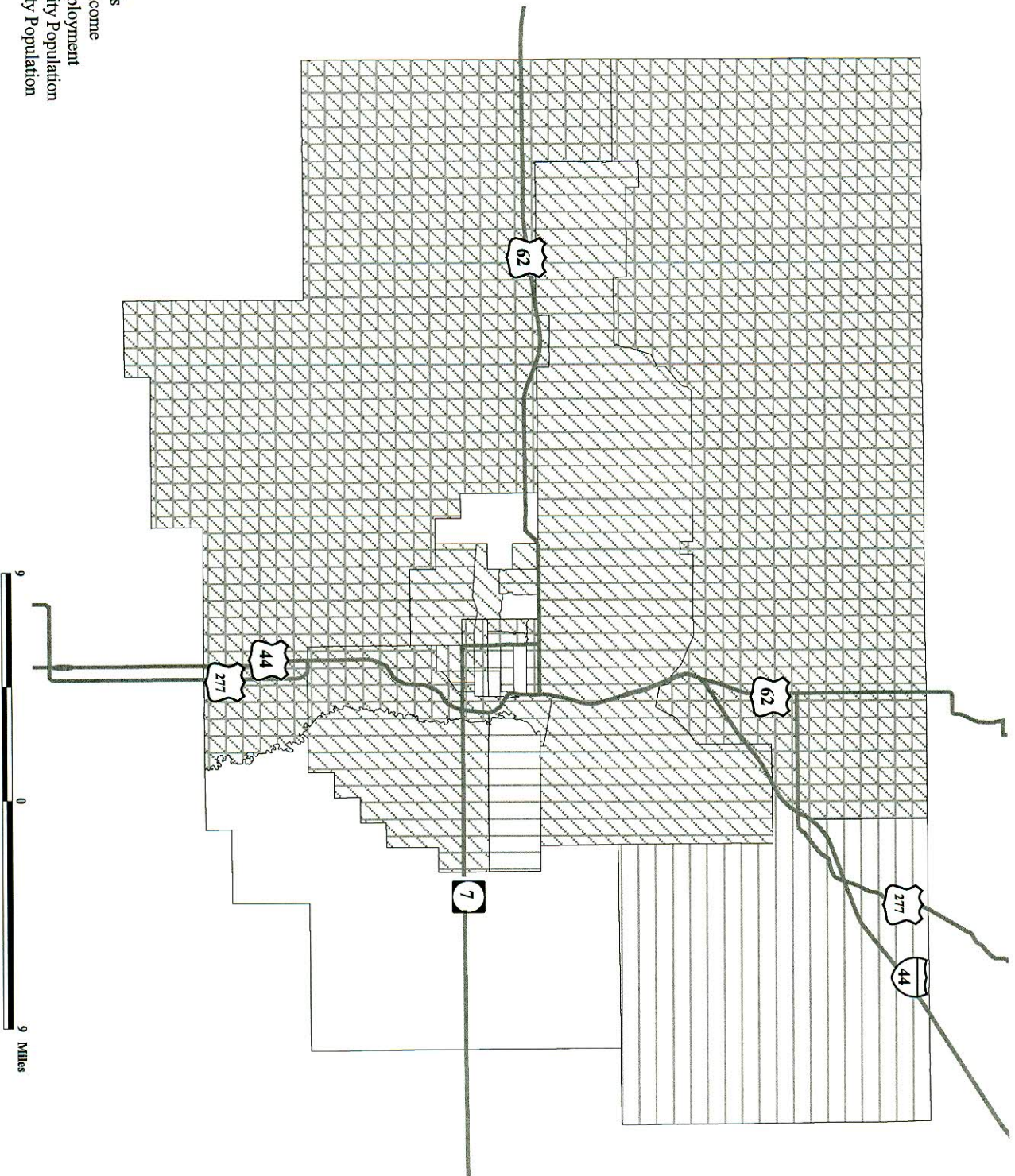
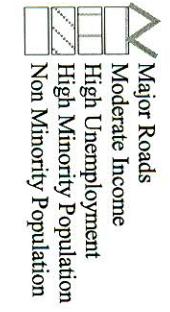
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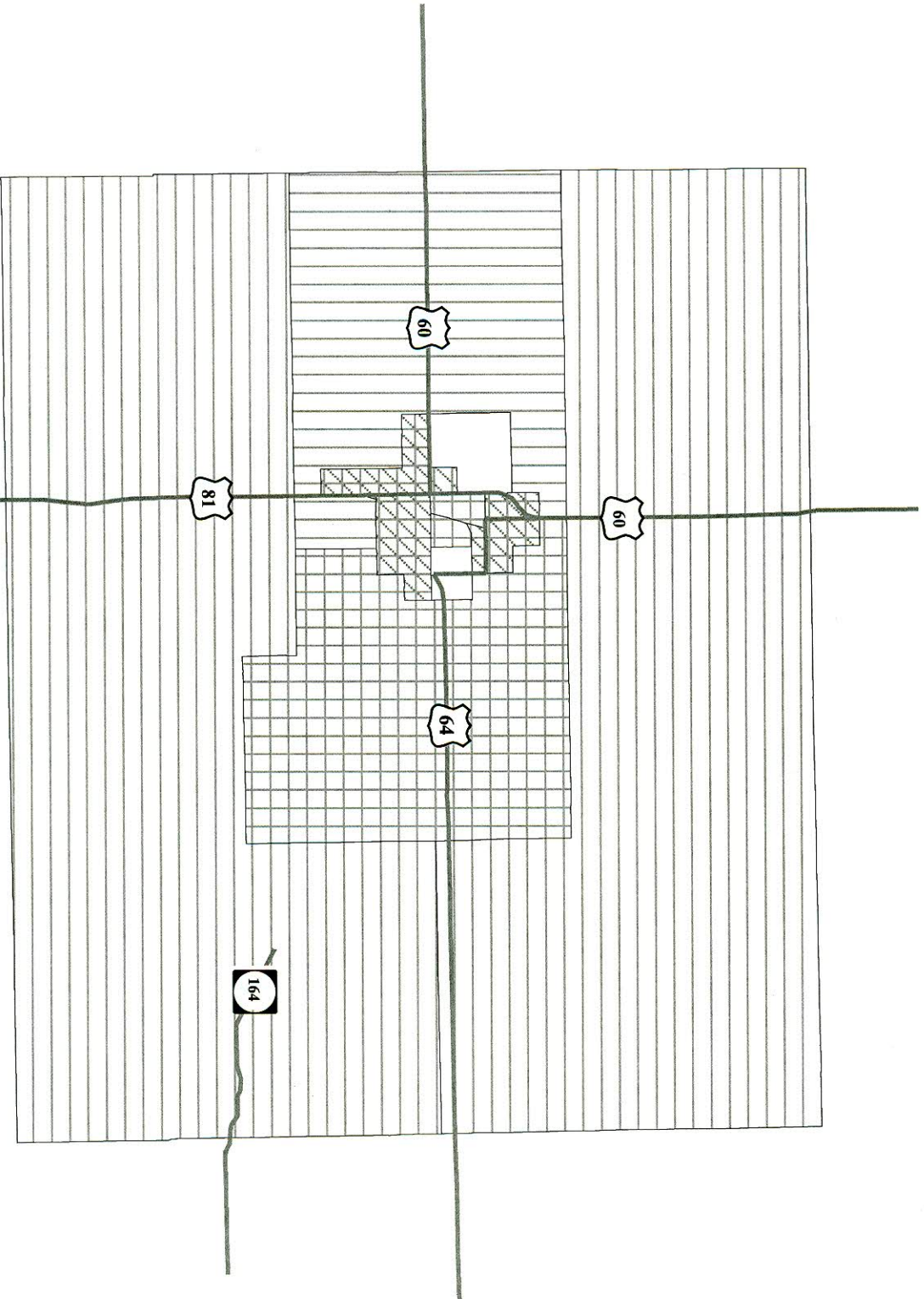
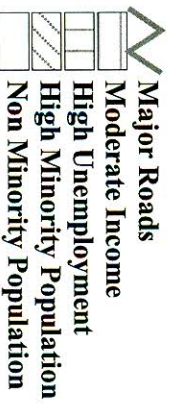
Cleveland County Census Tracts



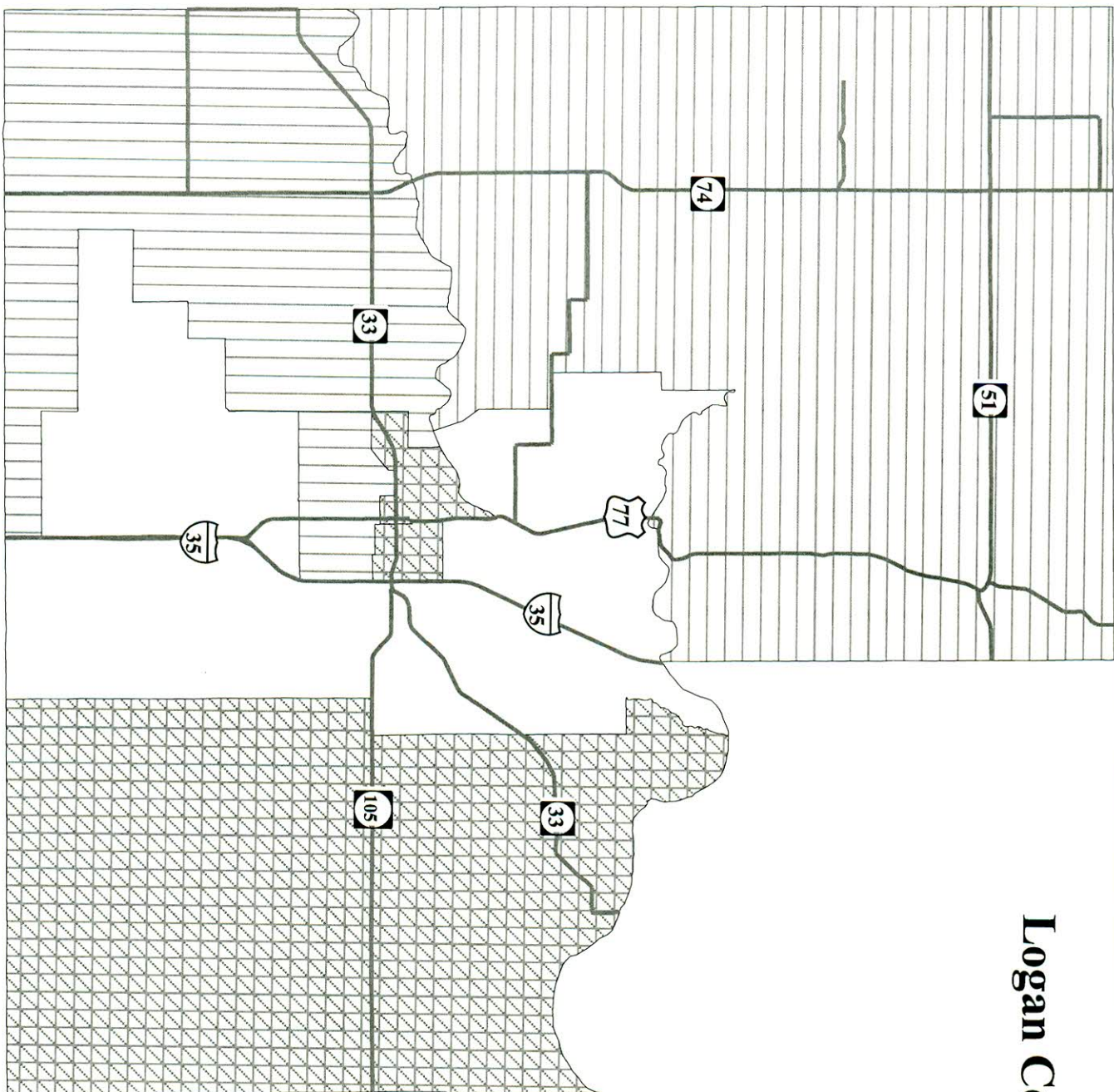
Comanche County Census Tracts



Garfield County Tracts

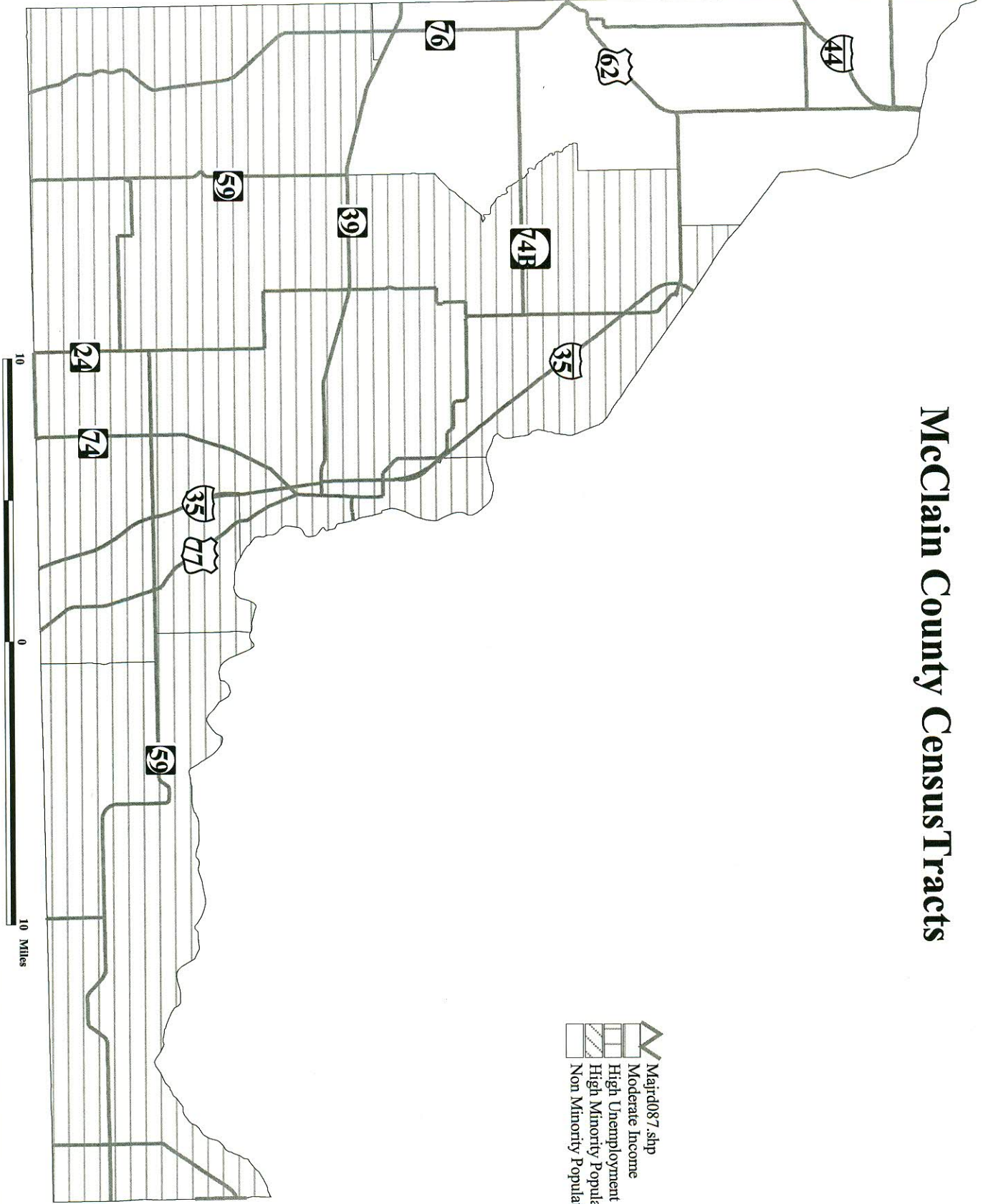
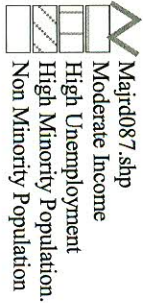


Logan County Census Tracts

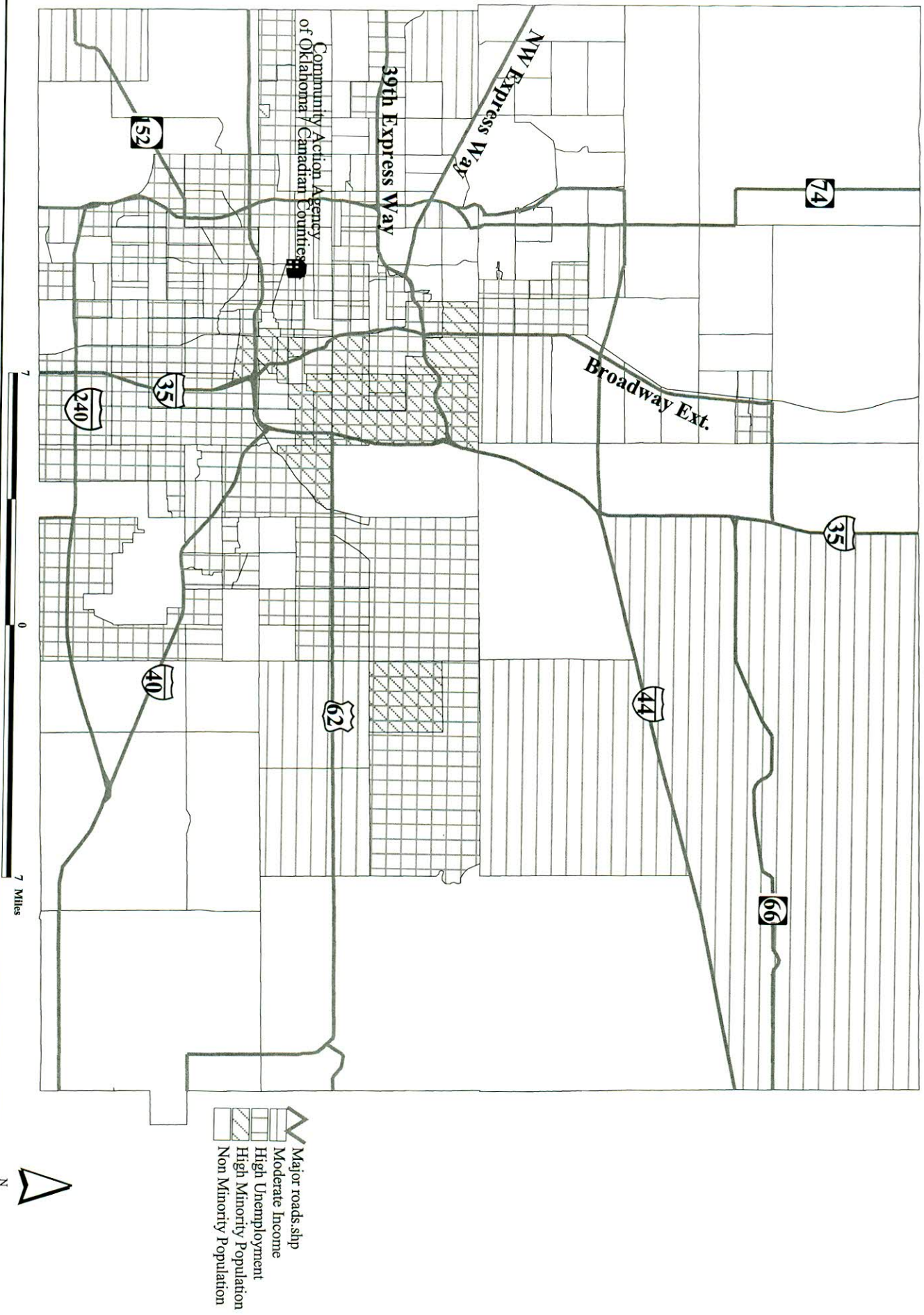


- Major Roads
- Moderate Income
- High Unemployment
- High Minority Population
- Non Minority Population

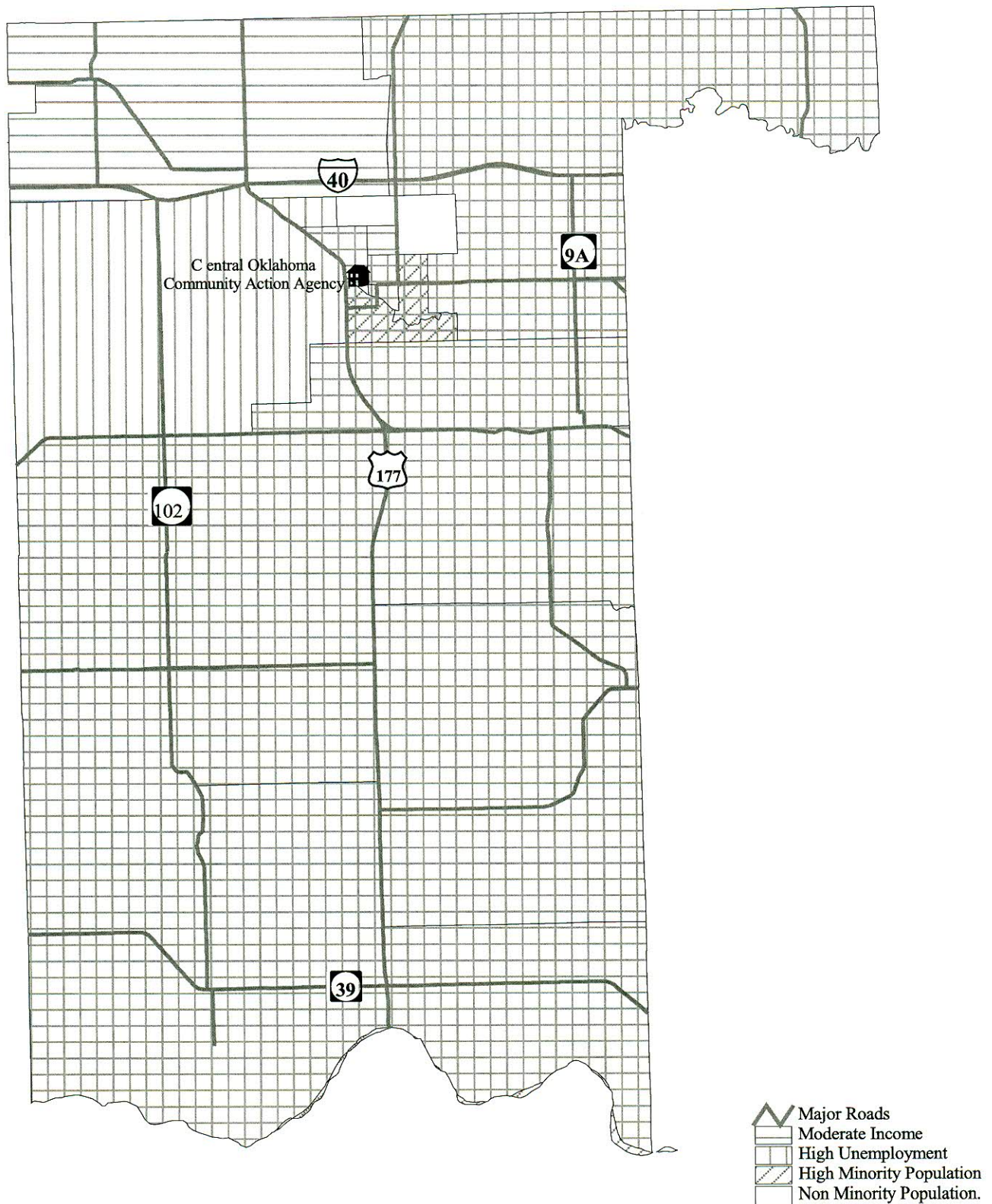
McClain County Census Tracts



Oklahoma County Census Tracts



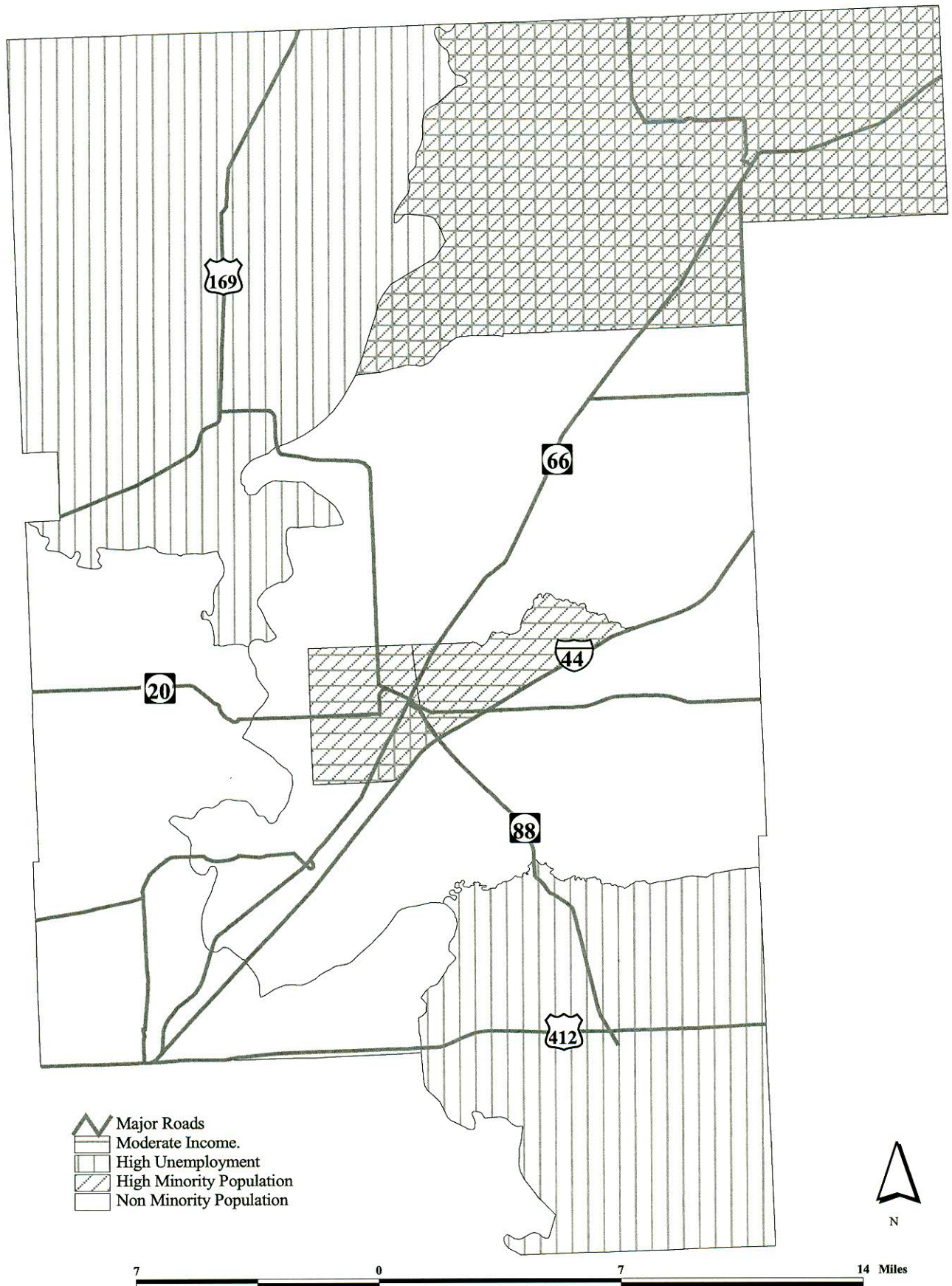
Pottawatomie County Census Tracts



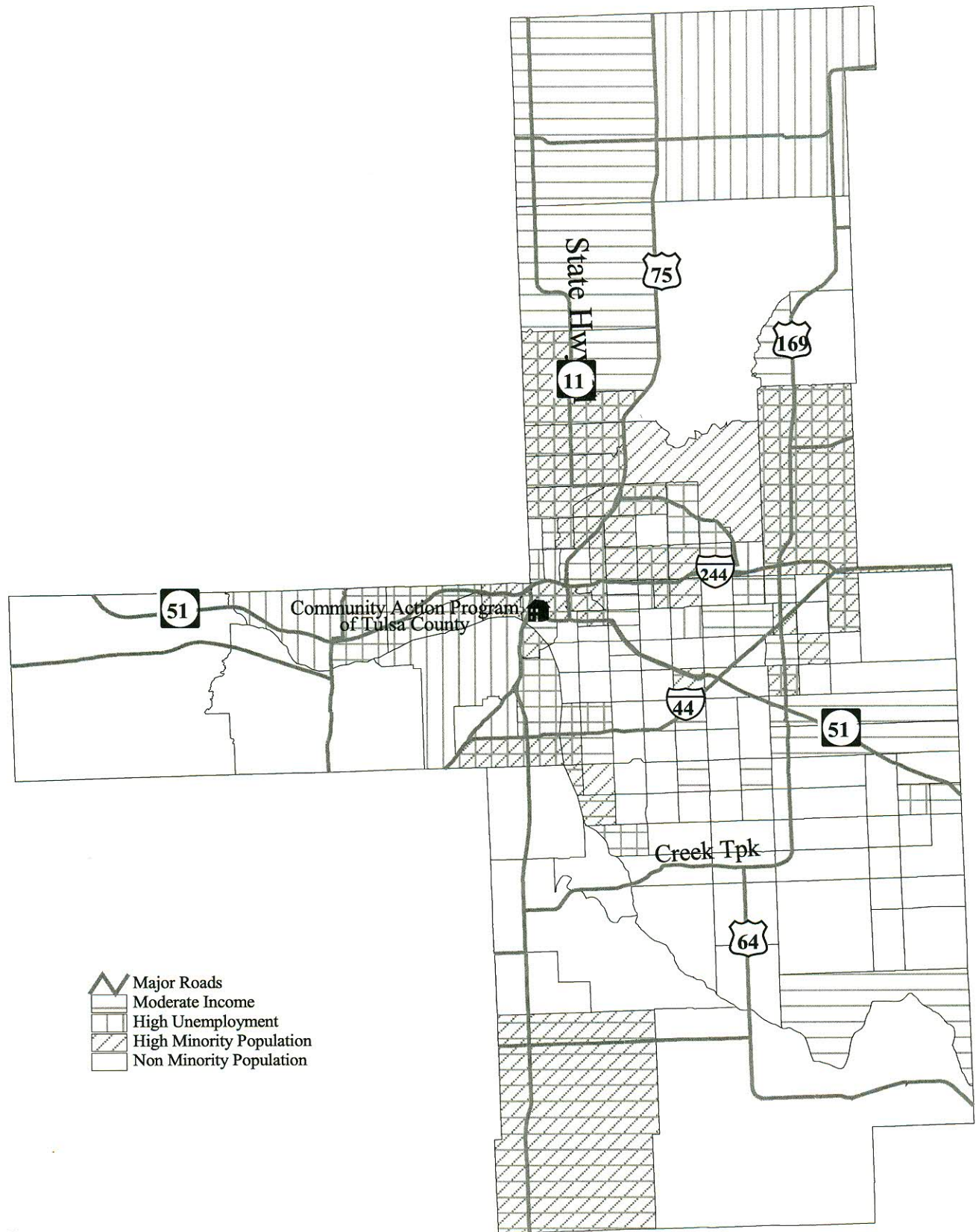
8 0 8 Miles



Rogers County Tracts



Tulsa County Census Tracts



6 0 6 Miles



U.S. Department of Housing and Urban Development • Office of Healthy Homes and Lead Hazard Control

Lead

“Despite progress, lead poisoning remains one of the top childhood environmental health problems today.”

President's Task Force on Environmental Health Risks and Safety Risks to Children

Did you know...

- Many homes built before 1978 have lead-based paint?
- 24 million homes in the United States have peeling or chipping lead-based paint or high levels of lead in dust?
- Infants, children under six, and pregnant women should have their blood tested for lead?
- In the United States, children from low-income families are eight times more likely to get lead poisoned?

What is it?

Lead is a toxic metal used in a variety of products and materials. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves, and blood. Some symptoms of lead poisoning may include headaches, stomachaches, nausea, tiredness, and irritability. Lead can also harm children without causing any obvious symptoms.

Both inside and outside the home, deteriorated lead-paint releases its lead, which then mixes with household dust and soil. Children can become lead poisoned by putting their hands or other lead-contaminated objects into their mouths, by eating paint chips found in homes with peeling or flaking lead-based paint, and from playing in lead-contaminated soil.

continued on back



Lead

In homes built before 1978, treat peeling paint as a lead hazard unless proven otherwise.



What can you do?

1. If your home was built before 1978:

- Mop smooth floors (using a damp mop) weekly to control dust.
- Vacuum carpets and upholstery to remove dust, preferably using a vacuum with a HEPA filter or a "higher efficiency" collection bag.
- Take off shoes when entering the house.
- Pick up loose paint chips carefully with a paper towel; wipe the surface clean with a wet paper towel.
- Take precautions to avoid creating lead dust when remodeling, renovating, or maintaining your home.
- Have it checked for lead hazards by a lead professional (including the soil).

2. For your child:

- Frequently wash your child's hands and toys to reduce exposure.
- Use cold tap water for drinking and cooking.
- Avoid using home remedies (such as *arzacón*, *greta*, *pay-loo-ah*, or *litargirio*) and cosmetics (such as *kohl* or *alkohl*) that contain lead.
- Have your child's blood lead level tested at age 1 and 2. Children from 3 to 6 years of age should have their blood tested, if they have not been tested before and:
 - They live in or regularly visit a house built before 1950;
 - They live in or regularly visit a house built before 1978 with on-going or recent renovations or remodeling; or
 - They have a sibling or playmate who has or did have lead poisoning.

For more information...

Visit HUD's website at www.hud.gov/offices/lead for more information about addressing health hazards in homes or to learn if HUD has a Healthy Homes program in your community. From HUD's website, you can download a copy of "Help Yourself to A Healthy Home" for more practical steps you can take to make your home a lead-safe home.

Other Federal Resources

U.S. Department of Housing and Urban Development,
Office of Healthy Homes and Lead Hazard Control
www.hud.gov/offices/lead or call (202) 755-1785

The National Lead Information Center
(800) 424-LEAD (5323)
www.epa.gov/lead/pubs/nlic.htm

Centers for Disease Control and Prevention (CDC)
www.cdc.gov/nceh/lead

Environmental Protection Agency (EPA)
www.epa.gov/lead

U.S. Department of Labor,
Occupational Safety & Health Administration
www.osha.gov/SLTC/lead

U.S. Consumer Product Safety Commission (CPSC)
www.cpsc.gov or call (800) 638-2772

Dust created by opening and closing windows is a common lead hazard.



Photo by: January E. Jones,
Improving Kids' Environment

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-
sippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

***If after contacting the local office nearest you, you still have ques-
tions – you may contact HUD further at:***

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE
POSTAGE
HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 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.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

1 What happened to you?

How were you discriminated against?

or example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.



2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

5 When did the last act of discrimination occur?

Enter the date

____/____/____

Is the alleged discrimination continuing or ongoing?

Yes No _____

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD:

____/____/____

Address to which you sent the information:

Office

Telephone

Street

City

State

Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights



APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- **Evicted** from your apartment or house.
- **Required to repay** all overpaid rental assistance you received.
- **Fined** up to \$10,000.
- **Imprisoned** for up to five years.
- **Prohibited** from receiving future assistance.
- **Subject** to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

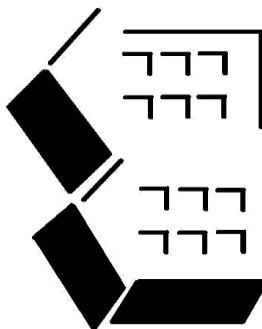


HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410



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.

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. 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/hhprograms/bhif/bhiv.cfm>.

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 882); and
4. Project-Based Voucher (24 CFR 983)

Housing Assistance Payments (HAP) Contract
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, 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 collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants, such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).”

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3: Contract Unit

Enter address of unit, including apartment number, if any.

Section 4: Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5: Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

Section 6: Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7: Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8: Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an “O”. The tenant shall provide or pay for the utilities/appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner.
The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word for word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other assisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.

- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

- e. The PHA must notify the owner of any HQS defects shown by the inspection.
- f. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied and a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. Amount of PHA payment to owner
 - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
 - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
 - (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. **Limit of PHA responsibility**

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments of rent consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors, or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.

- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises;

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes;

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

16. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-ordered 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.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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 in, 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 and 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

- (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.

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 nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

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. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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 provision 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.

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 a 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.

After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

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

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants.

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 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.

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

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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.

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- 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.

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In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), 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.

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- 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.

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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. 04/30/2026

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection

9. Structure Type ☐ Single Family Detached (one family under one roof) ☐ Semi-Detached (duplex, attached on one side) ☐ Rowhouse/Townhouse (attached on two sides) ☐ Low-rise apartment building (4 stories or fewer) ☐ High-rise apartment building (5+ stories) ☐ Manufactured Home (mobile home)	10. If this unit is subsidized, indicate type of subsidy: ☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Tax Credit ☐ HOME ☐ Section 236 (insured or uninsured) ☐ Section 525 Rural Development ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____
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11. Utilities and Appliances
The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottled gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

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 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 if the unit is not approved.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802).

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not leave this line blank.** The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this Form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part 1. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and do not have, and are not eligible to get, an SSN, your TIN is your ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give to Requester

For this type of account:	Give name and SSN or TIN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SAMPLE

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$500 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



100 N.W. 63, Suite 200
Oklahoma City, OK 73116
P.O. Box 26720
Oklahoma City, OK 73126-0720
Phone: (405) 842-2471
Toll Free: (800) 256-1489
TDD: (405) 848-7471
www.ohfa.org

OHFA complies with the American Disabilities Act. If you are an individual who needs an accommodation, if you will note the type of accommodation necessary, OHFA will make every effort, within reason, to make sure this accommodation is provided. Program policies are available for review, by appointment, at the location shown to the left.



Dear Owner:

Oklahoma Housing Finance Agency's (OHFA) direct deposit information for Housing Assistance Payments (HAP) is provided online at **www.hapcheck.com**.

The online system offers access to your payment history and allows you to view a list of payments you have received for the past several months.

To access this secure system, enter **www.hapcheck.com** into your Web browser. Use the boxes on the right side of the screen to log into the system using your Tax ID (Social Security Number or Employer Identification). Your password will be the same as your ID number. Do not use any dashes or spaces when entering your information.

Please return the Direct Deposit form and attach your voided check. You may send your request in by mail or fax to (405) 879-8823.

If have any questions, please contact our office directly at (405) 848-1144, Ext. 2898.

Sincerely,

Finance HAP Team



DIRECT DEPOSIT AUTHORIZATION

PLEASE COMPLETE THIS FORM AND RETURN TO:

Or fax to: (405) 879-8823

Attn: Finance - Direct Deposit
Oklahoma Housing Finance Agency
PO Box 26720
Oklahoma City, OK 73126-0720

PART 1: Transaction Type PLEASE ATTACH A VOIDED CHECK TO THIS FORM.

- | | |
|---|---|
| ☐ New setup
☐ Cancellation <i>(Leave Part 4 blank)</i> | ☐ Change financial institution
☐ Change account number
☐ Change account type |
|---|---|

PART 2: Payee Identification

1. Tax ID <i>(Social Security Number or Employer Identification Number)</i>		2. Work Phone Number	
3. Name		4. Home Phone Number	
5. Address	6. City	7. State	8. ZIP Code

PART 3: Authorization for Setup, Changes, or Cancellation

I hereby request and authorize the Oklahoma Housing Finance Agency to deposit payments by electronic funds transfer into the account specified below and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. I recognize that, if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

This authorization will remain in effect until written notice to terminate is given. The undersigned must allow a reasonable amount of time for initiating or terminating Direct Deposit and is responsible for notification of any change in financial institution information.

9. Authorized Signature	10. Printed Name	11. Date
-------------------------	------------------	----------

PART 4: Financial Institution *(Must be completed by Payee, Owner or Manager.)*

12. Financial Institution Name		13. City	14. State	15. ZIP Code
16. Routing Transit Number	17. Customer Account Number		18. Type of Account ☐ Checking ☐ Savings	
19. Representative Name <i>(Please print)</i>		20. Title		
21. Representative Signature				

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

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact
HOPWA PROVIDERS –

FOR

or go to

. You can read translated VAWA forms at

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- ° For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- ° To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

For questions regarding VAWA, please contact the Oklahoma Housing Finance Agency's (OHFA) Housing Choice Voucher (HCV) Program at 405-848-1144 or 1-800-256-1489.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the Oklahoma Safeline at 1-800-522-7233 to locate a service provider in your area or call 211 for help. If you are in immediate danger call 911.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact the Oklahoma Safeline at 1-800-522-7233 or visit <http://ocadvsa.org/local-resources> or call 211.

Victims of stalking seeking help may contact the Oklahoma Safeline at 1-800-522-7233 or visit <http://ocadvsa.org/local-resources> or call 211.

For additional local resources for victims of domestic violence, please contact:

Palomar: OKC's Family Justice Center
405-552-1005
1140 N. Hudson Avenue
Oklahoma City
www.palomarokc.org

Tulsa Family Safety Center
P: 918-742-7480

One Safe Place Family Justice Center
P: 405-765-8556

Attachment: Certification form HUD-5382

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact _____; FOR HOPWA PROVIDERS – _____ or go to _____

_____. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your

covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by 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.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Oklahoma Housing Finance Agency (OHFA) Rent Estimate

Completing this worksheet **will estimate** the **housing assistance** and **your rent**. Final amounts are determined when the lease and contract are signed. If using online, enter data in highlighted fields.

- | | | |
|---|----|--|
| 1. Your gross-annual income (see voucher letter) | \$ | |
| 2. Total monthly income (divide Line 1 by 12) | \$ | |
| 3. Total Tenant Payment based on 10 % of total monthly income (Line 2 x 0.10) | \$ | |
| 4. Your monthly-adjusted income (see voucher letter) | \$ | |
| 5. Total Tenant Payment based on 30% of monthly-adjusted income (Line 4 x 0.30) | \$ | |
| 6. You are eligible for the following bedroom size (see voucher letter) | | |
| 7. The Payment Standard for the County where you want to live | \$ | |
- (Use the payment standard for the lower of bedroom size (Line 6) or actual unit size chosen to rent)
 (Payment Standards are in the Briefing Book and on the OHFA website)

Next, use the **Utility Allowance** chart for your County (in the Briefing Book and on the OHFA website) to calculate the amounts for **family paid utilities** and/or **provided appliances**.

- | | | |
|---|----|--|
| 8. Asking Rent for your chosen unit | \$ | |
| 9. Total Utility Allowance you calculated from the charts
(Use lower of bedroom size (Line 6) or actual unit size chosen to rent) | \$ | |
| 10. Add Asking Rent + Utility Allowance = Gross Rent (Line 8 plus Line 9) | \$ | |

Use the **lower** of the **Payment Standard** (Line 7) or the **Gross Rent** (Line 10) on Line 11

- | | | |
|--|----|--|
| 11. Enter the lesser amount of Line 7 or Line 10 | \$ | |
| 12. Minus the higher of Line 3 or Line 5 | \$ | |
| 13. The difference is the Estimated Assistance (Line 11 minus Line 12) | \$ | |
| 14. Next, enter the Asking Rent amount (Line 8) | \$ | |
| 15. Minus Estimated Assistance (Line 13) | \$ | |
| 16. Equals estimated Tenant Rent (your portion) (Line 14 minus Line 15) Note: If Line 15 is larger than Line 14, enter Zero for the Tenant Rent | \$ | |
| 17. Total Family Share = Gross Rent (Line 10) minus Estimated Assistance (Line 13) | \$ | |
| 18. Percentage of Monthly-Adjusted Income (Line 17 divided by Line 4) | | |

If the **Gross Rent** (Line 10) is **higher** than the **Payment Standard** (Line 7), the **Tenant Rent** (Line 16) **plus** the **Utility Allowance** (Line 9) must be equal to or less than 40% of your monthly-adjusted income.

- | | | |
|--|----|--|
| 19. 40% of your monthly-adjusted income (Line 4 x 0.40) | \$ | |
| 20. Tenant Rent (Line 16) | \$ | |
| 21. Plus Utility Allowance (Line 9) | \$ | |
| 22. Equals - cannot exceed 40% of your monthly-adjusted income (Line 20 plus Line 21) | \$ | |

Calculate below the **Maximum Asking Rent** for the unit if Line 22 is higher than Line 19

- | | | |
|---|----|--|
| 23. Asking Rent (Line 8) | \$ | |
| 24. Overage If Line 17 is larger than Line 19 (take Line 17 minus Line 19) or enter Zero | \$ | |
| 25. Equals Maximum Asking Rent for the unit (Line 23 minus Line 24) | \$ | |

If the landlord will not agree to lower the rent, you will have to locate another unit. **(Final rent is subject to Rent Reasonableness and approval by OHFA's field agent)**

This is only an estimate and your amounts may vary

9/25/15

