HCV PARTICIPANT: _____ Last 4 of SSN: XXX-XX-__ __ __ __

DHA HOUSING CHOICE VOUCHER

REQUEST FOR TENANCY APPROVAL (RFTA)

Incomplete packets will delay the approval of the request to lease.
Return the original packet to the office (FAXED – 720-932-3002 or EMAILED RFTA@denverhousing.org copies will be accepted)

- ❑ Property taxes for the unit MUST be payable to the City and County of Denver
- ❑ Complete and return W-9, Proof of Homeowners Insurance and Direct Deposit form
- ❑ This Request for Tenancy Approval packet must be **returned with a copy of an unexecuted lease agreement.** The lease copy should indicate the utility and appliance responsibilities of the Participant and Housing Provider. The contract rent and security deposit must be reasonable and comparable to similar unsubsidized units.
- ❑ RFTA and all pages within the packet must be completely filled out and signed
- ❑ DHA cannot pay any housing assistance until the unit passes inspection

RFTA Approval:

The entire RFTA must be approved by DHA. The Family and Housing Provider will be notified of the RFTA's approval or denial.

SAMPLE

DHA will determine if the requested contract rent is comparable to similar unassisted units in the same area (Rent Reasonableness).

The family may not pay more than 40% of their adjusted monthly income towards rent and utilities at initial occupancy. (Family Affordability)

The unit will be inspected to ensure that it meets HUD's Housing Quality Standard (HQS) guidelines. The inspection will verify HQS and the information provided on the RFTA & lease.

OWNER NAME: _____ Phone #: _____

E-Mail Address: _____ FAX: _____

Address: _____CITY: _____ STATE: _____ ZIP: _____

Agent Information (if applicable), please attach a copy of the Management Agreement

AGENT NAME: _____ Phone #: _____

E-Mail Address: _____ FAX: _____

Address: _____CITY: _____ STATE: _____ ZIP: _____

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)
Denver Housing Authority	

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 515 Rural Development
- ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____

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.

SAMPLE

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.

SAMPLE

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)

DHA/HCV Rent Reasonable Amenities Form

Email: RFTA@denverhousing.org Fax:720-932-3002

HOUSING PROVIDER CONTACT	PROPERTY LOCATION
*First Name_____	*Address _____
*Last Name _____	_____
Company: _____	Unit Number _____
*Email: _____	*City_____*State:_____
*Primary Telephone # ( )_____	* Zip Code_____ *County_____
*Alternate Telephone # ( ) _____	

PROPERTY DETAILS

Bedrooms:_____ Bathrooms:_____ Square Footage: _____ Year Built _____

Property Type: House ☐ /Apartment ☐ / Duplex ☐/ 4plex ☐/ Town Home ☐/ Row House ☐ / Triplex ☐

REQUESTED RENT AMOUNT *$_____*Requested amount must meet rent reasonableness

UTILITY DESIGNATION

Heating Fuel:	Cooking Fuel:	Hot Water	Other Electric	Water/Sewer	Cooling System	Heating System
◯ Natural Gas ◯ Electric ◯ Propane **Paid By:** ◯ Owner ◉ Tenant	◯ Natural Gas ◯ Electric ◯ Propane **Paid By:** ◯ Owner ◯ Tenant	◯ Natural Gas ◯ Electric ◯ Propane **Paid By:** ◯ Owner ◯ Tenant	**Paid By:** ◯ Owner ◯ Tenant	◯ City ◯ Well ◯ Other **Paid By:** ◯ Owner ◯ Tenant	◯ Central ◯ Window/Wall ◯ None **Paid By:** ◯ Owner ◯ Tenant	◯ Baseboard ◯ Boiler ◯ Central ◯ Furnace ◯ Heat Pump ◯ Radiator **Paid By:** ◯ Owner ◯ Tenant

SAMPLE

AMENITIES INCLUDED IN THE UNIT

Indoor	Kitchen	Outdoor		Other
☐ Cable Included ☐ Ceiling Fans ☐ Dryer ☐ Washer ☐ W/D Hookups ☐ Onsite Laundry	☐ Dishwasher ☐ Garbage Disposal ☐ Microwave ☐ Refrigerator ☐ Stove	☐ Balcony ☐ Pool	**Parking:** ◯ 1 Car Garage ◯ 2 Car Garage ◯ 3 Car Garage ◯ 2 Covered Space ◯ None	☐ Gated Community **Maintenance** ☐ Lawn ☐ Pest Control ☐ Trash

********** (To be completed by the Housing Authority) **********

UA Data Audit. Corrections needed? If so please state confirmed allocation

☐ Heat:	Corrected Allocation: ☐Natural Gas /☐Electric/☐Propane	Paid By: ☐Owner/☐Tenant
☐Cooking:	Corrected Allocation: ☐Natural Gas /☐Electric/☐Propane	Paid By: ☐Owner/☐Tenant
☐Hot Water:	Corrected Allocation: ☐Natural Gas /☐Electric/☐Propane	Paid By: ☐Owner/☐Tenant
☐Other Electric:	Corrected Allocation: Paid By: ☐Owner/☐Tenant	
☐Water/Sewer:	Corrected Allocation: Paid By: ☐Owner/☐Tenant	
☐Trash Removal:	Corrected Allocation: Paid By: ☐Owner/☐Tenant	

Correction Verified By: _____Date_____ | **QC Verified By: _____Date_____**

HOUSING PROVIDER'S OBLIGATIONS

Lease:

- Denver Housing Authority (DHA) is NOT a party to the lease agreement between you and your tenant.
- The initial term must be one (1) year.
- The ***Tenancy Addendum*** provided in the RFTA packet must be attached to your lease. If there are any conflicts between your lease and the *Tenancy Addendum*, the terms of the *Tenancy Addendum* will be enforced.

After the initial term of the lease, any rent increases must be requested by completing a Rent Increase Request form, which is available online at www.denverhousing.org. DHA and your tenant must receive a 60 day notice of any rent increase.

Housing Assistance Payments (HAP) Contract:

- This is a legal agreement signed by you and DHA.
- The initial term of the contract will coincide with your lease and will renew automatically.
- If you sign a new lease with your tenant, a new contract will also be executed.
- By endorsing and cashing or depositing your HAP check directly into your account each month, you are certifying the following:
  - 1) Your unit(s) meets Housing Quality Standards (HQS)
  - 2) Your unit is leased to the correct tenant(s) and, to the best of your knowledge, the family members are living in the unit
  - 3) You are charging the tenant the correct rent.

SAMPLE

Housing Provider Responsibilities:

- Performing all management, rental actions, and screening potential tenants. When requested, DHA will provide you with past Housing Provider information. DHA strongly encourages you to do reference, credit, and background checks because DHA DOES NOT endorse any participant for rental suitability.
- Performing all maintenance to ensure the unit meets Housing Quality Standards.
- Enforcing your lease agreement between you and your tenant. If the tenant violates the lease, YOU MUST enforce the lease terms by serving the proper legal notice instituting a court action. You must provide DHA with copies of these documents.
- Providing a copy of your homeowner's insurance. If DHA does not have a copy of your homeowner's insurance for this unit, signing this form certifies you carry homeowner's insurance for this unit. DHA will be held faultless, should any claims of liability be made by either the family or the owner.

Annual Inspection by DHA:

- Once a year, DHA may inspect your unit to verify that the unit continues to meet HQS.
- If a unit fails the inspection, the Housing Provider has 30 days to ensure the repairs are made.
- Failure to comply will cause termination of the HAP contract between you and DHA; discontinuing the HAP payments. Therefore, DHA strongly suggests you inspect your unit regularly to ensure your tenant is complying with your lease in regards to cleanliness, damages, and maintenance.

WARNING! – Willful misrepresentation is a criminal offense and is grounds for termination from the HCV program. This information is collected to determine eligibility and will be released to the appropriate Federal, State, and Local agencies when relevant and to civil, criminal, or regulatory investigators or prosecutors.

Things to Know:

DHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of family to occupy the owner's unit at or before DHA approval of the tenancy. The owner is responsible for screening of families on the basis of their tenancy histories. Upon request, from our records DHA will provide to the owner the family's current and prior address and (if known) the name and address of the current and prior housing providers.

The owner may not demand or accept any rent payment form the family in excess of the approved contract rent amount. Side agreements are prohibited by HUD regulations.

The provisions of the lease and Housing Assistance Payment (HAP) contract must be followed. Failure to comply with the terms of the HAP contract is grounds for program termination.

By executing this request, the Owner/Agent certifies:

- The unit is made available, managed, and operated regardless of the Participant's race, color, religion, national origin, sex, sexual orientation, familial status, or disability.
- The Owner/Agent understand their rights and responsibilities under Federal, State and Local law, as it relates to being an Owner or Agent.
- The Owner/Agent is responsible for the payment of the unit(s) property taxes.
- The Owner/Agent understands the people who are approved by DHA and listed on the Lease Agreement are the ONLY people allowed to reside in the unit. The Owner/Agent cannot reside in the unit.
- The Owner/Agent will advise DHA and the assisted family of any lead-based paint surfaces in the unit, prior to or during the unit inspection.

SAMPLE

I have read and understand my Housing Provider Obligations, the Lease and HAP contract, and do hereby agree to carry out my responsibilities.

Housing Provider/Property Agent Signature: _____ Date: _____

DHA HOUSING CHOICE VOUCHER

Housing Provider & Participant Certification

Under penalties of perjury, I certify that:

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 who is participating in the Housing Choice Voucher (HCV) Rental Assistance Program.

If the PHA has determined the Housing Provider and the Participant are related, approval to rent the unit would require a reasonable accommodation, which is only considered for a disabled family member.

SAMPLE

WARNING! – Willful misrepresentation is a criminal offense and is grounds for termination from the HCV program. This information is collected to determine eligibility and will be released to the appropriate Federal, State, and Local agencies when relevant and to civil, criminal, or regulatory investigators or prosecutors.

_____	_____	_____
Print Name – Housing Provider	Sign Name – Housing Provider	Date
_____	_____	_____
Print Name – Participant/Tenant	Sign Name – Participant/Tenant	Date

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

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

SAMPLE

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

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

OMB Approval No. 2577-0169
exp. 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, 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.

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the

SAMPLE

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.

SAMPLE

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

SAMPLE

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

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

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

   (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

   (2) Establish eligibility under another covered housing program; or

   (3) Find alternative housing.

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

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

   (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

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

n. **Confidentiality.**

   (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

   (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

   (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

SAMPLE

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.

SAMPLE

TERMS AND CONDITIONS FOR PARTICIPATING IN HOUSING CHOICE VOUCHER PROGRAM DHA - DIRECT DEPOSIT PROGRAM

As a participating Landlord in the **Housing Choice Voucher Program**, Direct Deposit of Housing Assistance Payments is mandated. This form authorizes DHA to deposit your Housing Assistance Payments (HAP) directly into your account at your financial institution.

The following are the terms and conditions for participating in the Direct Deposit Program.

1) Your financial institution must be a member of an Automated Clearing House in order for you to participate in the Housing Authority Direct Deposit program.

2) You must complete this authorization form to enroll in the Direct Deposit program. A signed and dated form is required for processing. If you have a joint account, both parties must sign the form. **You must also attach a pre-printed voided check or a letter or statement from your financial institution verifying both the routing and account numbers to the Direct Deposit Agreement form.** Once your form is received, there may be a 2-4 week administrative processing period before the enrollment will become effective.

3) All funds will be credited no later than the 5th day of each month. The deposit advice will be available on the Landlord Portal at www.denverhousing.org. This deposit advice verifies the direct deposit action and the HAP transaction details.

4) If an electronic transfer is returned to DHA or for any reason cannot be made to your account, DHA will investigate the cause and if necessary, will place your payment on hold until the issue is resolved.

SAMPLE

5) It is your responsibility to notify DHA immediately of any changes in your account, such as account closure or change in account number. Complete this form indicating the action is a CHANGE, and specify the new account information. All changes must be received by the 15th of the month prior to the month the direct deposit service is to be processed. There may be a 2-4 week administrative processing period before the changes become effective. If there is an interruption in the direct deposit service due to DHA's processing, you will receive checks for any HAP amounts owed to you during that time. Attach a pre-printed voided check to any change requests or other verification as specified above in paragraph 2.

6) You may change your deposit account information in the direct deposit program at any time by completing this form indicating the action is a CHANGE. The change will take effect as of the date you indicate or as soon as the form is received and processed by DHA, whichever is later.

7) Your financial institution or DHA may also cancel this agreement. The DHA reserves the right to automatically cancel your participation in the direct deposit program for violations of the HAP Contract or notification from the Internal Revenue Service (IRS) or other authorized governmental agency.

If you have any questions regarding this form, the direct deposit program or any electronic transfers to your account, please call 720-932-3046.

DHA Use Only:

Entity # _____

Date Entered: _____

Housing Authority of the City & County of Denver
Housing Choice Voucher Program

DIRECT DEPOSIT AUTHORIZATION AGREEMENT

HOW TO COMPLETE THIS FORM

1. Read the reverse of this form completely, making sure you understand the terms and conditions of the agreement.
2. Fill in all boxes below.
3. Sign and date the form & **attach preprinted voided check**. See example below.
4. If the account is not in your name alone, have the other account holder sign also.
5. Mail the form to: Denver Housing Authority – Section 8, PO box 40305, Denver, CO 80204-0305

Business Name _____

Last Name _____ First Name _____ MI _____

Tax Identification Number/Social Security number **(Last Four Digits Only)** _____ Phone _____

Action ☐ New ☐ Change ☐ Cancel

Effective Date Month ☐☐ Day ☐☐ Year ☐☐

Name of Financial Institution

Account Number (Include hyphens, but omit spaces and special symbols)

Type of Account ☐ Checking ☐ Savings

Routing Transit Number (all 9 boxes must be filled. The first two numbers must be 01 through 12 or 21 through 32)

Ownership of Account ☐ Self ☐ Joint ☐ Other

SAMPLE

I certify that I have read and understand the back of this form. By signing this agreement, I authorize the Housing Authority of the City and County of Denver (DHA) to initiate credit to the account indicated above for the purpose of payment of Housing Assistance Payment (HAP) obligations. I also authorize DHA to initiate, if necessary, debit entries and adjustments to any HAP contract(s) for HAP overpayments or HAP errors.

Signature _____ Date _____

If the account is a joint account or in someone else's name, that individual must also agree to the terms stated above by signing below.

Signature _____ Date _____

TIP **Call your financial institution to make sure they will accept direct deposit**

TIP **Verify your account number and routing transit number with your financial institution**

TIP **Do not use a deposit slip to verify the routing number**

JOHN or MARY PUBLIC
123 Main Street
Your Town, CO 12345

1234

_____20____

PAY TO THE
ORDER OF _____ $

Your Town Bank _____
Your Town, CO 12345

For _____ _____

⑆250000005⑆ ⑈234556789022⑈ 11⑆

Routing Transit Number

Account Number

NOTE: THE ACCOUNT AND ROUTING NUMBER MAY APPEAR IN DIFFERENT PLACES ON YOUR CHECK

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

SAMPLE

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ▶

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*