



3501 Oakwood Blvd
Melvindale, MI, 48122
(313) 429-1095 Telephone
DO NOT FAX THIS PACKET

REQUEST FOR TENANCY PACKET (RFTA)

****DO NOT FAX THIS PACKET****

Incomplete Packets will not be reviewed and will be returned

Melvindale Housing Commission (MHC) is NOT responsible for any portion of rent prior to the unit passing inspection and execution of the HAP contract. ***HCV Tenants are not allowed to move in before the Section 8 inspection or without contracts for your review.***

The following documents are to be submitted to MHC in addition to the completed RFTA packet and requested forms attached.

1. A blank, unsigned copy of the proposed **Lease** agreement for our review.
2. Proof of Ownership - Copy of Warranty Deed, Quit Claim Deed or Trustee's Deed, **MUST BE A RECORDED COPY – NOTARIZED ONLY DEEDS ARE NOT ACCEPTABLE**
3. Current management agreement (if applicable)
4. Current water bill and tax statement – with copy of paid receipt or payment arrangement. **BILL MUST BE CURRENT AND NOT DELINQUENT**
5. Picture ID Copy and Social Security Card OR proof of Tax ID EIN Number – **For Tax ID number provide a copy of IRS Letter**
6. W9 (attached) completed – Must list a physical mailing address, PO boxes are not acceptable. **NOTE: The name on the bank account you provide must match the Name and Tax ID number you provide.**
7. Direct Deposit Form (attached) and a VOIDED CHECK
8. Name of owner/individual to contact to schedule inspection:

Telephone # _____

A Move-In inspection will be scheduled within fifteen (15) days of our receipt of a completed packet and all supporting documents. Please help us serve you better by having the unit ready for inspection. This includes all necessary repairs and renovations completed. All utilities must be on and the unit must be move-in ready.

ONCE THE UNIT HAS PASSED INSPECTION, WE WILL CONFIRM THE MOVE-IN DATE WITH YOU AND THE TENANT. FINAL PAPERWORK WILL BE PREPARED FOR SIGNATURES. THE FOLLOWING DOCUMENTS WOULD BE REQUIRED:

1. Signed and executed lease including the following:
 - a. Lease must begin on or after the passed inspection
 - b. Must end on the last day of the month (ex. January 31 or February 28)
 - c. List the names of all occupants including children
 - d. Utility responsibilities. Must specifically state who pays gas, electric, water, sewer and trash removal.
 - e. Appliance responsibility. Must state who supplied the stove, refrigerator and air conditioner (if applicable).
 - f.

PLEASE SEE NEXT PAGE REGARDING PAYMENTS AND INSPECTION REQUIREMENTS

Payments

Once the unit passes inspection, it may take up to 21 days for a landlord to receive the first check, afterwards monthly HAP checks should be received by the 5th of the Month.

Prior to Inspection

ALL UTILITIES MUST BE ON FOR AN INSPECTION TO OCCUR

Common Fail Items Include but are not limited to the following:

All smoke alarms must be working and on every level
Driveways and porches must be level No trip hazards
Paint should not be chipping or peeling either interior or exterior
All Stove Burners and oven must operate
No missing/cracked outlet covers; No exposed wiring
Carpet/vinyl must be properly adhered to floor no trip hazards
Bathrooms must have operable fan/window
Circuit breaker box should identify house area operated
Window screens must be in place and not missing

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. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, 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 (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

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. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA) <div style="text-align: center;">Melvindale Housing Commission</div>			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 # of Bathrooms _____ Square Footage of Unit _____ <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/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	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric	[Shaded area]	
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		Provided by
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.

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)

MELVINDALE HOUSING COMMISSION

AMENITIES

PLEASE CHECK ALL THAT APPLY

Washer and Dryer is included: _____ Washer and Dryer Hook Ups Only: _____
Garbage Disposal: _____ Ceiling Fan: _____
Dishwasher: _____ Fireplace: _____
Microwave: _____ Pest Control: _____
Air Conditioning: _____ Wall Units: _____

EXTERIOR FEATURES

Attached Garage _____ Detached Garage _____ 1 Car Garage _____ 2 Car Garage _____
Driveway Parking Only _____ Street Parking Only _____
Patio _____ Fenced Yard _____ Porch _____ Deck _____ Lawn Care Included _____
Snow Removal Included _____ Pool _____ Outdoor Pest Control _____

****** LANDLORDS: PLEASE CHECK ALL THAT APPLY TO YOUR UNIT FOR THIS CLIENT! THANK YOU******

APPLIANCE ADDENDUM

The OWNER owns the stove: _____ Please indicate YES or NO

The TENANT owns the stove: _____ Please indicate YES or NO

The OWNER owns the refrigerator: _____ Please indicate YES or NO

The TENANT owns the refrigerator: _____ Please indicate YES or NO

Owner Signature: _____

Tenant Signature: _____

LANDLORD GENERAL INFORMATION SHEET

PLEASE PRINT CLEARLY

Send Correspondence To:

NAME: _____

BUSINESS NAME (if applicable) _____

ADDRESS _____
(NO P.O. BOX)

CITY/STATE/ZIP _____

PHONE _____

EMERGENCY CONTACT NUMBER _____

TAX ID NUMBER OR SOCIAL SECURITY NUMBER _____

FAX: _____

EMAIL ADDRESS _____

CHECK THIS BOX IF SAME AS CORRESPONDENCE

SEND 1099 FORM TO:

NAME: _____

BUSINESS NAME (if applicable) _____

ADDRESS _____
(NO P.O. BOX)

CITY/STATE/ZIP _____

PHONE _____

EMERGENCY CONTACT NUMBER _____

TAX ID NUMBER OR SOCIAL SECURITY NUMBER _____

FAX: _____

EMAIL ADDRESS _____

**DISCLOSURE OF INFORMATION ON LEAD-BASED AND/OR LEAD-BASED
PAINT HAZARDS**

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based pain. Lead from paint, chips and dust can pose a health hazard 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 (1) or (2) below):

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

(2) ___ Lessor's 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 (1) or (2)

(1) ___ Lessor has provided the lessee with available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents)

(2) ___ Lessor has no reports or records pertaining to lead-based paint hazards in housing.

Lessee's acknowledgement (initial)

___ Lessee has received copies of all information listed above.

___ Lessee has received the pamphlet "Protect Your Family From Lead in Your Home"

Agent's Acknowledgement (initial)

___ Agent has informed the lessor's obligation under 42 U.S.C.4852d and is aware of his/her responsibility to insure 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 or Agent

Date

Lessee or Agent

Date

MELVINDALE HOUSING COMMISSION

CERTIFICATION OF RELATIONSHIP

I, _____, certify that I

_____ Am related to the tenant or any member of the household.

_____ Am NOT related to the tenant or any member of the household.

I understand I cannot be related to the Head of Household or any member of the family unless it provides a reasonable accommodation for the tenant.

Signature of Owner/Managing Agent

Date

Falsifying any and all documents is subject to fines up to \$10,000, imprisonment, required to repay all overpaid assistance and prohibited from participating in any local, federal or state programs.

I certify the information stated above is true and complete by signing below:

Signature of Owner/Managing Agent

Date



3501 Oakwood Blvd.,
Melvindale, MI 48122
(313) 429-1095 Telephone
(313) 383-7872 Facsimile

HCV Tenancy Addendum Certification

- HUD requires that all property owners attach the Section 8 Tenant-based Assistance (HCV) Tenancy Addendum (Form HUD-52641-A) to their lease with any participant in the Housing Choice Voucher program (24 CFR 982.308(b)(2).
- The Melvindale Housing Commission will not pay subsidy to any owner who fails to return this certification form with its proper signatures.
- Please have the tenant sign their certification below as well as provide your signature on the certification and return this to the Section 8 Office.
- A copy of the Tenancy Addendum is attached for you to give to the tenant. The owners copy of the addendum is included in the Housing Assistance Payment contract.

OWNER CERTIFICATION

I, property owner or property manager (circle one) of the property at: _____

_____ certify that I have attached the HCV Tenancy Addendum (HUD

52641-A) to my lease with tenant: _____.

Owner/Representative Signature

Date

TENANT CERTIFICATION

I, the tenant for the property noted above, certify that I have received a copy of the owner's lease and the HUD Tenancy Addendum.

Tenant / Participant Signature

Date



Equal Opportunity Employer

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

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

OMB Approval No. 2577-0169
exp. 7/31/2022

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

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

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

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

b. Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

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

c. Criminal activity or alcohol abuse

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

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

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

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

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

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause may include:

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

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

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

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

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

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

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

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

i. **Actual and Imminent Threats:**

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

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

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

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

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

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

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

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

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

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

n. Confidentiality.

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

10. Eviction by court action

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

11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

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

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

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

18. Changes in Lease or Rent

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

19. Notices

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

20. Definitions

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

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

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

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

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

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

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

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

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

AUTHORIZATION TO INSPECT DWELLING UNIT

REFERENCED UNIT: _____

The unit is at the present time _____ Occupied or _____ Vacant (check one)

I hereby grant the Melvindale Housing Commission permission to inspect or cause to be inspected by the Housing Inspector (s) the above referenced unit.

I agree that I am the legal owner of the property and/or I have the right to grant such permission for inspection.

I further release and hold harmless any representative of the Melvindale Housing Commission conducting an inspection of the subject property from any claims, liability or damage arising from or during the inspection.

Signature of owner / agent

Date

US Department of Housing and Urban Development
Section 8 Housing Assistance Payments Program

OWNER'S ASSURANCE OF COMPLIANCE WITH EXECUTIVE ORDER 11063
AND WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

I certify that I and anyone authorized to sign for me shall comply with the provisions of Executive order 11063 and of Title VIII of the Civil Rights Act of 1968, as amended. Neither I nor anyone authorized in act for me shall in the selection of families, in the provisions of services, or in any other manner discriminate against any person on the grounds of race, color, creed, religion, sex or national origin.

Signature of Owner

Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

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).

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 on page 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

DIRECT DEPOSIT FORM

Melvindale Housing Commission

I (We) hereby authorize the Melvindale Housing Commission to initiate automatic deposit for Section 8 Housing Assistance Payment to the account indicated below.

You must provide a voided check before we can process your payment. If a voided check is not available you must submit a letter from your banking institution certifying your routing and account numbers.

(Please print all information)

Landlord Name: _____

Taxpayer's Tax ID _____

Company Name (if applicable) _____

Mailing address (street) _____ City: _____

State: _____ Zip Code: _____

Email Address: _____ @ _____

Bank/Financial Institution Name: _____

Checking Savings

Bank Routing # _____ Bank Account # _____

John and Mary Jones 123 Main Street Anytown, MI 48888		1234
Pay to: _____		\$ _____
VOID -- VOID -- VOID -- VOID -- VOID -- VOID -- VOID DOLLARS		
Anytown Bank Anytown, MI 48888		
For: _____		Do not complete shaded Area
: 072123456 1:		001234567890 " ' 1234
↑ Routing Number (9 digits)	↑ Account Number (up to 17 digits)	

I authorize the Melvindale Housing Commission to deposit my HCV rental payment by electronic transfer into the designated financial institution and account (s). I understand this authorization remains in effect until canceled by: (a) me, (b) by my death or legal incapacity; (c) the financial institution; or (d) the Melvindale Housing Commission.

I authorize the Melvindale Housing Commission to recover money electronically deposited in my account in error, by adjusting subsequent HCV payments for an amount not to exceed the erroneous payment or by electronically debiting an amount equal to the erroneous deposit. I understand I will be notified in writing by the Melvindale Housing Commission if and when adjustments are being made.

I agree to comply with Melvindale Housing Commission rules about electronic transfers. Michigan law governs electronic fund transactions in all respects except as otherwise superseded by Federal law. I understand I will be notified if any rule changes are made which affect me.

Landlord's / Authorized Representatives Signature

Date

Office use only

Date entered into system: _____

By: _____

HOUSING CHOICE VOUCHER LANDORD CERTIFICATION

Name of HCV Participant (your prospective tenant's name)

RE:

Address of unit (street, city, state and zip)

OWNERSHIP OF ASSISTED UNIT

I certify that I am the legal or the legally designated agent for the above unit and the prospective tenant has no ownership interest in the dwelling unit whatsoever. I certify that I am not the parent, child, grandparent, grandchild, sister, brother or any member of the tenant's family.

APPROVED RESIDENTS OF ASSISTED UNIT

I understand that the family members listed on the dwelling lease agreement as approved by the Melvindale Housing Commission (MHC) are the only individuals permitted to reside in the unit. I also understand that I am not permitted to live in the unit while I am receiving housing assistance payments.

HOUSING QUALITY STANDARDS

I understand my obligation in compliance with the Housing Assistance Payment contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards.

SECURITY DEPOSIT and TENANT RENT PAYMENTS

I understand the amount of security deposit I collect may not be in excess of Michigan Law. I understand that the tenant's portion of the contract rent is determined by the MHC. I understand that it is illegal to charge any additional amounts for the rent or any other items not specified in the lease which have not been specifically approved by the MHC. No damage or vacancy claims will be paid by the MHC following tenant move-out.

REPORTING VACANCIES TO THE HOUSING AUTHORITY

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

OWNER RESPONSIBILITIES AND BREACH OF CONTRACT

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Contract is grounds for termination of participation in the HCV program. A breach of the contract includes; violation of any obligation under any HAP contract including the owner's obligation to maintain the unit in accordance with HQS; violations of any obligation under any other HAP contract under Section 8 of the 1937 Act; if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with a federal housing program; 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 or if the owner has engaged in drug related trafficking, or has

been convicted as a sex offender or has failed to evict residents engaged in drug related or violent criminal activity.

Of the referenced property, I certify that:

1. The water heater has been installed in a safe manner and does not leak;
2. The water heater has a pressure relief valve with a discharge line;
Type of water heater: _____ Gas _____ Electric
3. The heating system has been checked and / or serviced in the last 60 days;
4. The heating system is currently working properly; AND
5. There are working smoke detectors on each level of the home, including the basement.

Owner / Agent Signature

Date

Print Name of Owner / Agent

Joint Owner/Tenant Inspection

UNIT MUST BE VACANT (UNLESS PREVIOUSLY OCCUPIED BY THE SECTION 8 VOUCHER HOLDER)

Tenant Name: _____ Number of Bedrooms: _____

Unit Address: _____

- | | | |
|---|---------|--------|
| 1. Does unit have a Living Room? | Yes () | No () |
| 2. Does unit have a Bathroom? | Yes () | No () |
| 3. Does unit have a Kitchen? | Yes () | No () |
| 4. Are interior walls free from lead-based paint? | Yes () | No () |
| 5. Are interior walls and ceilings free from cracks, holes, bulges, leaning or loose surface materials? | Yes () | No () |
| 6. Does unit have a satisfactory means of exit? | Yes () | No () |
| 7. Do all exterior doors and windows have working locks? | Yes () | No () |
| 8. If doors have a deadbolt, can they be opened without a key from the inside? | Yes () | No () |
| 9. Do ALL windows have screens? | Yes () | No () |
| 10. Does unit have broken windows? | Yes () | No () |
| 11. Does unit have properly vented, adequate and safe heating facilities? | Yes () | No () |
| 12. Do ALL sleeping rooms have a window? | Yes () | No () |
| 13. Does unit have two electrical outlets per room OR one electrical outlet and one permanent light fixture per room? | Yes () | No () |
| 14. *Does unit have an operating stove? | Yes () | No () |
| 15. *Does unit have an operating refrigerator? | Yes () | No () |
| 16. Is there a safe ceiling light and wall switch in the kitchen? | Yes () | No () |
| 17. Does the kitchen have adequate and sanitary storage? | Yes () | No () |
| 18. Do the kitchen and bathroom(s) have hot and cold running water? | Yes () | No () |
| 19. Does the bathroom have a shower/tub? | Yes () | No () |
| 20. Does the bathroom have toilet facilities offering privacy? | Yes () | No () |
| 21. Does the bathroom have operable window AND/OR fan? | Yes () | No () |
| 22. Is there a drain pipe from the pressure relief valve pointing downward and ending NO MORE THAN six (6) inches above the floor? | Yes () | No () |
| 23. Are exterior walkways free from trip hazards? | Yes () | No () |
| 24. Is the exterior porch area free from hazards? | Yes () | No () |
| 25. Are exterior walls free from leaks, buckling, holes and loose siding? | Yes () | No () |
| 26. If the unit has security bars: does each bedroom, without a door to the exterior, have a quick-release latch for emergency exit? | Yes () | No () |
| 27. Is there at least one WORKING smoke detector on each level of the home , including the basement? | Yes () | No () |

28. Is the unit structurally sound? Yes () No ()
29. Is the unit safe from rodent/vermin infestation? Yes () No ()
30. Does the unit have problems with mold? Yes () No ()

***Important:** An operable stove/range is required under Section 8 regulations. If these appliances are not present at the time of the inspection, they must be in place within a two-week period. Non-compliance will result in immediate cancellation of your Request for Lease Approval and/or Section 8 contract.

Signature of Owner/Agent: _____ Date: _____

Signature of HOH: _____ Date: _____