

# 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. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

<b>1. Name of Public Housing Agency (PHA)</b> ITEACA HOUSING AUTHORITY	<b>2. Address of Unit</b> (street address, apartment number, city, State & zip code)
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<b>3. Requested Beginning Date of Lease</b>	<b>4. Number of Bedrooms</b>	<b>5. Year Constructed</b>	<b>6. Proposed Rent</b>	<b>7. Security Deposit Amt.</b>	<b>8. Date Unit Available for Inspection</b>
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**9. Type of House/Apartment**

Single Family Detached  
  Semi-Detached / Row House  
  Manufactured Home  
  Garden / Walkup  
  Elevator / High-Rise

**10. If this unit is subsidized, indicate type of subsidy:**

Section 202  
  Section 221(d)(3)(BMIR)  
  Section 236 (Insured or noninsured)  
  Section 515 Rural Development

Home  
  Tax Credit

Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

**11. Utilities and Appliances**

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

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

12. Owner's Certifications.

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

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

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

c. Check one of the following:

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

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

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

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

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

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

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

Please read and file with Lease.

**ITHACA HOUSING AUTHORITY  
SECTION 8 OFFICE  
798-800 South Plain Street  
Ithaca, New York 14850-5347**

**LANDLORD AND TENANT RESPONSIBILITIES  
HOUSING CHOICE VOUCHER PROGRAM**

**LANDLORD RESPONSIBILITIES:**

1. Landlords are required to comply with the Lease and HAP Contract.
2. Landlords are required to notify Ithaca Housing Authority, Section 8 Office of eviction notices thirty (30) days in advance in writing, stating grounds or cause and give tenant ten (10) days to respond to charges.
3. Sale, transfer or change of Agency: Landlord must notify IHA Section 8 Office in writing, within thirty (30) days of change so that IHA may make appropriate changes.
4. Landlords are required to notify IHA Section 8 Office of any changes, disagreements or complaints, in writing to the attention of the Section 8 Office with a copy to the tenant.
5. Landlords are requested not to enter into any agreements other than those stated in the Lease and HAP Contract. IHA will not be responsible for any agreements made that are not provided in the Lease or HAP Contract.
6. Landlord must notify IHA of any non-payments of rent no later than the fifth (5<sup>th</sup>) day of the month of delinquency. Also, send a copy to the tenant.
7. Landlord (or Agent) is responsible for being available for inspection of the unit. Landlord is also responsible for maintenance due to normal wear and tear.
8. It is mandatory that the Landlord issue a dated receipt for all rent collected.
9. Landlord is responsible to review the Lease and HAP Contract with tenant.
10. Landlord is required to notify tenant when requesting visitation for whatever purpose. Landlords are to establish a regular schedule of property inspection and give a copy of the schedule to the tenant. Tenant must be given 48-hour notice of any inspection except in emergency situations such as gas or water breaks, power failure or similar incident threatening property or life.
11. Landlord is required to submit a damage claim form within ten (10) days of move-out/termination, whichever comes first. Also, send a copy to the tenant.

**TENANT RESPONSIBILITIES:**

1. Comply with Lease – to pay your rent as due each month. Not to damage unit. Responsible for terms agreed upon in Lease. Failure to comply could result in termination of your participation in the Section 8 Program and/or eviction.
2. Notify IHA of any changes in your family composition or income, within (10 days) increase or Decrease. This could result in change of your HAP Payment. Comply with the terms and conditions of your Certificate of Family Participation/Housing Voucher.
3. Do not sublet or lease. Any additional member to your household must be reported to the IHA and approved by your landlord. Failure to comply may result in termination.
4. Make no agreements with your landlord that are not contained in your lease or approved by your Section 8 Representative. All agreements must be in writing and a copy provided to the Ithaca Housing Authority.

5. Notify your IHA Section 8 Representative of all complaints before any other action is taken. Notification must be in writing. Failure to do so could result in termination of your participation in the Section 8 Program.
6. Notify your IHA Section 8 Representative and your Landlord, in writing, thirty (30) days prior to your request to move or transfer. Written notification must include name, address, phone number of new landlord and unit address. No transfer, termination, or move-out will be processed until our office has received the proper written notification and landlord approval.
7. Tenant and Landlord are required to notify IHA should there be any termination or interruption of any utility service, such as Gas, Electric, Water or Sewer.
8. It is your responsibility to be available, for the House Inspection and to notify your Landlord of the inspection.
9. It is mandatory that Tenant receives and retains all receipts for rent and utilities and other charges contained in your lease. Failure to do so could result in termination of your program participation.
10. It is your responsibility to maintain unit in Clean, Safe and Decent manner according to acceptable housekeeping standards.
11. Tenant is responsible for paying all damages caused by neglect or abuse by family or visitors.

**TO ALL OWNERS AND TENANTS:**

RECERTIFICATION

Should you decide not to renew the Lease of your unit, it is mandatory that a thirty (30) day written notice be given to the IHA Section 8 Office by either party. Failure to do so will result in non-payment of the HAP Contract. (This should be returned with your recertification packet to the Section 8 Representative upon receipt.)

I, \_\_\_\_\_, fully understand and agree to the above responsibilities of  
(Signature of Landlord/Agent) the Landlord/Agent.

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

I, \_\_\_\_\_, fully understand and agree to the above responsibilities as  
(Tenant Signature) the Tenant.

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

I, \_\_\_\_\_, fully understand and agree to the above responsibilities as  
(Tenant Signature-other Adult) the Tenant.

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

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

Certification by Section 8 Representative

DEFINITIONS

HAP-Housing Assistance Payment (That portion of the rent which is paid by IHA to the Landlord on behalf of the Tenant.)

PHA-Public Housing Authority

IHA-Ithaca Housing Authority

**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).

\_\_\_\_\_

(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

Ithaca Housing Authority

800 S. Plain St.  
Ithaca, NY 14850  
607-273-1244  
Fax 607-273-5738

**Thirty-Day Notice to Vacate Agreement**

**Tenant**

Please accept this statement as a thirty-day notice to vacate the property listed below:

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

I, \_\_\_\_\_ intend to vacate the unit on or before \_\_\_\_\_.  
I agree that I am responsible for my portion for the rent until the date above, including any unpaid utility bills, back rent, fees or damages associated with the rental property in accordance with my Housing Choice Voucher. I understand that failure to leave the unit in good standing will jeopardize my voucher and I will not be eligible to receive further assistance with my next unit.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

According to the Housing Choice Voucher:

- Part 4, section D, paragraph #2: The family (including each family member) must not: commit any serious or repeated violation of the lease.
- Part 4, section D, paragraph #7: The family (including each family member) must not: damage the unit or premises (other than damaged from ordinary wear and tear), or permit any guest to damage the unit or premises.

**Landlord**

I, \_\_\_\_\_ agree to accept this document as a thirty-day notice to vacate the premises noted above. I understand that the tenant listed above will vacate the premises on or before the date listed above. To the best of my knowledge the above tenant:

- Does not owe any back rent, fees and/or damages associated with the rental property
- Owes the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner/Property Manager

\_\_\_\_\_  
Date