

SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 10.1
(ID # 24171)

MEETING DATE:
Tuesday, May 21, 2024

FROM : HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Approve the Form of the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments (AHAP) Contract for New Construction and Approve the Form of the Consent to Assignment of AHAP and HAP Contract as Security for Financing (PBV) Beaumont 3 Apartments Project, Located in the City of Beaumont, By and Between NCRC Beaumont LP and the Housing Authority of the County of Riverside; District 5. [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the form of the attached Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction by and between NCRC Beaumont LP, a California limited partnership, and the Housing Authority of the County of Riverside (AHAP Contract) for the Beaumont 3 Apartments located in the City of Beaumont;

Continued on Page 2

ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 4/23/2024

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: Housing Authority

Kimberly A. Rector
Clerk of the Board
By: Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Commissioners:

2. Approve the form of the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract - New Construction or Rehabilitation Part 1 of HAP Contract (HAP Contract);
3. Approve the form of the Consent to Assignment of AHAP Contract and HAP Contract as Security for Financing (PBV) (Consent to Assignment); and
4. Authorize the Executive Director of the Housing Authority of the County of Riverside, or designee, to execute an AHAP Contract, a HAP Contract, and a Consent to Assignment, each substantially conforming in form and substance to the attached AHAP Contract, HAP Contract, and Consent to Assignment, subject to approval as to form by County Counsel; and to take all necessary steps to implement the AHAP Contract, HAP Contract, and the Consent to Assignment including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|-----------------------------|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: N/A | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 24/25 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

National CORE, a California non-profit affordable housing developer (Developer), was selected to receive a total of 47 Housing Choice Voucher Program (HCVP or Section 8) Project-Based Vouchers (PBVs). The PBVs were awarded in response to a competitive request for proposals released on October 18, 2022 by the Housing Authority of the County of Riverside (HACR) pursuant to Section 21.3 of the HACR's Administrative Plan for the HCVP and in compliance with 24 CFR 983.51 for Beaumont 3 Apartments. The project is proposed as a 48-unit affordable housing development, including permanent supportive housing units for seniors, on approximately 1.26 acres located at 1343 E. 8th Street in the City of Beaumont, identified as Assessor's Parcel Number 419-222-011 (Project). The Developer has formed a limited partnership known as NCRC Beaumont LP, a California limited partnership (Partnership), for the purpose of owning, developing, and financing new construction of the Project.

The Project will consist of 47 one-bedroom units and 1 two-bedroom manager's unit within one residential building. The PBVs will serve as a rental subsidy for 47 units reserved for individuals who are experiencing homelessness, at risk of homelessness or experiencing housing insecurity whose income do not exceed 30% of the area median income. Referrals for these

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

units will come from the County of Riverside's Coordinated Entry System. The one-bedroom units will be approximately 518 square feet. A 2,100 square foot community center will be used to provide on-site supportive services and is provided free of charge to residents. The Project will have a courtyard with inclusive seating areas.

Pursuant to the National Environmental Policy Act (NEPA), on February 27, 2024 (Minute Order 3.23) the Board of Supervisors adopted the Environmental Assessment prepared by the County of Riverside Housing and Workforce Solutions (HWS) as the Responsible Entity which found that the proposed project would not have a significant effect on the environment.

Impact on Residents and Businesses

The rental assistance that the PBVs are providing the project will have a positive impact on the residents to stabilize housing and operation of the new construction housing complex in addition to providing affordable housing to the community.

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund. The Housing Authority's contribution to the project includes Housing Choice Voucher Program Project-Based Vouchers which are fully funded from the United States Department of Housing and Urban Development.

Attachments:

- Form of Agreement to Enter Into Housing Assistance Payments Contract, including all exhibits
- Form of Housing Assistance Payment Contract
- Form of Consent to Assignment


Brianita Lontajo, Principal Management Analyst

5/15/2024


Aaron Gettis, Chief of Deputy County Counsel

5/9/2024

**U.S. Department of Housing and Urban Development (HUD) Project-based
Section 8 Contract Administration**

**CONSENT TO ASSIGNMENT OF
AHAP AND HAP CONTRACT
AS SECURITY FOR FINANCING (PBV)**

OMB Control #2577-0169

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing and reporting the data. The information is being collected for obtaining a signature on legal binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured."

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

I. IDENTIFICATION OF ACC AND HAP CONTRACT

Annual Contributions Contract Number: _____

Section 8 HAP Contract Number: _____

Project Name: Beaumont 3 Apartments

Project Location: 1343 E. 8th Street

Beaumont, California 92223

Assessor's Parcel Number 419-222-011

II. NAMES

Contract Administrator (PHA): Housing Authority of the County of Riverside

Contract Administrator (PHA) address:

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, California 92504-2506

Owner: NCRC Beaumont LP, a California limited partnership

Owner address:

9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730

Lender: JP Morgan Chase Bank N.A.

Lender address:

300 S Grand Ave, Suite 300
Los Angeles, CA 90071

II. DEFINITIONS

ACC. Annual Contributions Contract.

AHAP CONTRACT. The Agreement To Enter Into Housing Assistance Payments Contract (the "AHAP") for the project pursuant to which PHA agrees to enter into a HAP Contract pursuant to the terms and conditions set forth therein.

ASSIGNMENT AS SECURITY. The creation of a security interest in the owner's interest pursuant to the AHAP Contract and HAP Contract, and a transfer of such security interest to an assignee secured party.

CONTRACT ADMINISTRATOR. HUD or a PHA acting as contract administrator under an ACC with HUD.

FULL ASSIGNMENT. An assignment of the AHAP Contract or the HAP Contract other than an assignment as security. "Full Assignment" includes a sale, conveyance or other transfer of the AHAP Contract or the HAP Contract, voluntary or involuntary, to a successor in interest.

HAP CONTRACT. The Housing Assistance Payments Contract for units in the project. The HAP Contract shall be entered between the owner and the contract administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) and the terms and conditions set forth in the AHAP Contract.

PHA. Public Housing Agency.

PROJECT. The project identified in section I of the consent to assignment.

SECURED PARTY. A party that holds a security interest in the owner's interest pursuant to the AHAP Contract or the HAP Contract, including the lender, and assignees of the lender's security interest.

SUCCESSOR. The term "successor" includes an assignee.

IV. BACKGROUND

Pursuant to the terms of the AHAP Contract, neither the AHAP nor the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may be assigned without the prior written consent of the contract administrator.

The owner has advised the contract administrator that the owner wants to grant the lender a security interest in the AHAP Contract and the HAP Contract, as security for a loan by the lender to the owner with respect to the project.

V. CONSENT TO ASSIGNMENT AS SECURITY

By execution of this consent to assignment as security, the contract administrator consents to the assignment as security of the AHAP Contract and the HAP Contract, once executed, by the owner to the lender as security for a loan by the lender to the owner with respect to the project.

The contract administrator consents to transfer of the lender's security interest to successor secured parties.

VI. EFFECT OF CONSENT TO ASSIGNMENT

The contract administrator is not a party to the loan or the loan documents, nor to any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, nor to any transfer of the AHAP Contract or the HAP Contract or the loan by the lender. Issuance of the consent to assignment does not signify that HUD or the contract administrator has reviewed, approved or agreed to the terms of any financing or refinancing; to any term of the loan documents; or to the terms of any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, or by the lender to any transferee of the loan.

The consent to assignment of the AHAP Contract and the HAP Contract as security for the loan does not change the terms of the AHAP Contract in any way, and does not change the rights or obligations of HUD, the contract administrator or the owner under the AHAP Contract and the HAP Contract.

VII. EXERCISE OF SECURITY INTEREST – ASSIGNEE ASSUMPTION OF HAP CONTRACT OBLIGATIONS

Notwithstanding the contract administrator's grant of consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties, the contract administrator's execution of this consent does not constitute consent to a full assignment of the AHAP contract to any entity, including the lender or any successor secured party.

A secured party may not exercise any rights or remedies against the contract administrator or HUD under the AHAP Contract or the HAP Contract, and shall not have any right to receive housing assistance payments that may be payable to the owner under the HAP Contract, until and unless:

- The contract administrator has approved the secured party as successor to the owner pursuant to the AHAP contract, and
- The secured party seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form acceptable to the contract administrator in accordance with HUD requirements, an agreement by the assignee to comply with all the terms of the AHAP Contract and the HAP Contract, and to assume all obligations of the owner under the AHAP Contract and the HAP Contract.

VIII. PAYMENT TO SECURED PARTY

When a secured party notifies the contract administrator, in writing, that housing assistance payments payable pursuant to the HAP Contract

should be directed to the secured party (in accordance with paragraph VII above), the contract administrator may make such payments to the secured party instead of the owner. In making such payments, the contract administrator is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the secured party; and any payments by the contract administrator to the secured party shall be credited against amounts payable by the contract administrator to the owner pursuant to the HAP Contract.

IX. WHEN ASSIGNMENT IS PROHIBITED

The consent to assignment as security shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

CONTRACT ADMINISTRATOR (PHA)

Name of Contract Administrator (Print)

Housing Authority of the County of Riverside

By: _____

Signature of authorized representative

Heidi Marshall, Executive Director

Name and official title (Print)

Date _____

FORM

FORM APPROVED COUNTY COUNSEL
BY: ADD AMRIT K. DHILLON
DATE: 5/8/2024

OWNER AGREEMENT TO ASSIGNMENT AS SECURITY

The owner has read the terms of the contract administrator's consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties. In consideration for the contract administrator's grant of such consent to assignment, the owner agrees to all the terms of the consent to assignment, and agrees that any assignment by the owner is subject to all such terms.

OWNER

NCRC BEAUMONT LP,
a California limited partnership

By: NCRC Beaumont LLC,
a California limited liability company,
its general partner

By: National Community Renaissance of California,
a California nonprofit public benefit corporation,
its manager

By: _____
Name: Michael Finn
Title: Chief Financial Officer

Date: _____

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is required to establish terms between the PHA and the owner prior to execution of a HAP contract for PBV assistance as provided in §983.152. 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 § 983.152. The information is being collected to establish the agreement between the PHA and owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

Housing Authority of the County of Riverside (“PHA”) and
NCRC Beaumont LP, a California limited partnership (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units to in accordance with Exhibit B and to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

Single-stage project

- i. Effective Date for all contract units: March 2025
- ii. Date of Commencement of the Work: The date for commencement of work is not later than June 10, 2024 calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than 24 months calendar days after the effective date of this Agreement.

Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

| STAGE | NUMBER OF UNITS | EFFECTIVE DATE | DATE OF COMMENCEMENT OF WORK | TIME FOR COMPLETION OF WORK |
|-------|-----------------|----------------|------------------------------|-----------------------------|
| | | | | |
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1.5 Nature of the Work

- This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.
- This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner’s control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - An architect's or developer's certification that the housing complies with:
 - the HQS;
 - State, local, or other building codes;
 - Zoning;

The rehabilitation work write-up for rehabilitated housing;

The work description for newly constructed housing; or

Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
1. Review all evidence of completion submitted by owner.
 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

- B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
 - 1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 - 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35
7. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
8. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
10. HUD’s Equal Access Rule at 24 CFR 5.105.

The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply



Equal Employment Opportunity

Section 2.1 applies only to construction contracts of more than \$10,000.

Labor Standards Requirements

Sections 2.3, 2.7, and 2.9 apply only when this Agreement covers nine or more units.

Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

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).

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. PHILLON DATE: 5/9/2024

| |
|---|
| PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) |
| By: |
| Signature of authorized representative |
| Name and official title (Print) |
| Heidi Marshall, Executive Director |
| Date |
| OWNER Name of Owner (Print) |
| NCRC Beaumont LP, a California limited partnership |
| By: |
| Signature of authorized representative |
| Name and official title (Print) |
| Date |

**Exhibit A of AHAP- Letter of
Commitment**



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
Admin FAX (951) 688-6873
Housing FAX (951) 354-6324
TDD (951) 351-9844

January 23, 2023

Michael de la Torre
National CORE / 1343 LSC
9421 Haven Avenue
Rancho Cucamonga, CA 91730

Indio Office
44-199 Monroe, Suite B
P.O. Box 1747
Indio, CA 92201-1747
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website: harivco.org

RE: Beaumont 3, Beaumont, CA

Dear Michael de la Torre:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposal was selected to receive Project Based Vouchers (PBVs) pursuant to the Request for Proposal released by the HACR on October 27, 2022. The HACR is reserving funding for forty-seven (47) PBVs for a twenty (20) year contract term.

Final commitment of the Project Based Vouchers is subject to the following items:

- Project's receipt of all necessary capital funding for the construction of the project, including but not limited to a tax credit allocation.
- Subsidy layering requirements as defined by the U.S. Department of Housing and Urban Development (HUD).
- National Environmental Policy Act Clearance.
- Approval of an Agreement to Enter into Housing Assistance Payments (AHAP) Contract by the HACR's Board of Commissioners.

This commitment is also contingent on continued funding from HUD. In the event of a budget decrease, HACR reserves the right to rescind the commitment up until the execution of an AHAP contract. This letter of commitment is valid until December 31, 2024, all financing must be secured by this deadline. Requests for extensions will not be considered. Therefore, all evidence of secured financing must be provided on or before December 31, 2024.

If you have any questions, please feel free to contact Nicole Sanchez at (760) 863-2825 or via e-mail at NiSanchez@rivco.org

Thank you,

Michael Walsh
Deputy Director
Housing Authority of the County of Riverside

AHAP Exhibit B- Description of Work

DESCRIPTION OF WORK- Beaumont 3

OVERVIEW

The proposed development consists of the new construction of a 48 unit PSH affordable housing community with the following unit plan:

| | | |
|-----------|------------------------|-------------------------|
| <u>47</u> | One Bedroom / One Bath | 518 Average Square Feet |
| <u>1</u> | Two Bedroom / One Bath | 750 Average Square Feet |
| 48 | Total Units | |

All 47 one bedroom unit will be restricted to PSH homeless households, 1 unit will be a unrestricted Manager's Units. The residential units are located on floors one and two. The ground floor level consists of over 2,080 SF of community serving space.

| | |
|--------------------|---|
| Unit Types: | Flats |
| Buildings: | Two |
| Number of Stories: | Two from grade |
| Construction: | Type III (residential levels) |
| Site Area: | 1.26 Gross Acres (54886) SF |
| Laundry Facility: | Central laundry room will be provided with no fewer than 1 washer and 1 dryer per 10 units. |
| Community Space: | 2,080 SF of common area space that includes ample community room spaces, private case management offices, common outdoor space courtyard inclusive of seating areas, multiple roof decks, and landscaping. All access points to the property will be secured by either gate or locked entry door. |
| Mobility Units: | 8 units |
| Sensory Units: | 5 units |

This project will be subject to a minimum low-income use period of 55 years.

TYPE OF CONSTRUCTION AND DESIGN

Project Design Elements:

- Conventional wood frame above podium concrete garage
- Double Loaded Corridors
- Cementitious fiber board panel exteriors & stucco

- 47 total at grade parking stalls
- Modern architecture that blends in with neighborhood surroundings
- Interior common space which includes community common space measuring approximately 2,080 SF inclusive of office space for the on-site manager and services staff, leasing space, a computer lab, and recreation room.
- Common area features outdoor space of combined area which includes extensive landscaping with seating areas, outdoor activity lawns, a variety of plant life, walkways, and barbecues.
- The development will include energy efficient appliances and will meet CalGreen code
- There are no parcel subdivisions or parcel mergers involved with this project
- Security cameras and controlled access
- The project will be completed in a single phase

Unit Interiors:

- All units will have vinyl flooring, storage space and blinds.
- Kitchens will include a refrigerator, electric stove, garbage disposal, and dishwasher
- Owner paid utilities: water, sewer, trash, water heating
- Tenant paid utilities: cooking, space heating, air conditioning and general use

HOW THE DESIGN SERVES THE TARGETED POPULATION

The project presented is a Special Needs project with all 47 special needs units targeting homeless households receiving services from the Riverside County Department of Behavioral Health. As the majority of the households meeting this restriction are small, all 47 restricted units are one-bedrooms to accommodate a single-person household, couple, or very small family. The project provides ample community space. There is a central community room located on the ground floor. These spaces combined will include a computer room, a sitting area, a reading area, a game room, and private service offices where homeless residents can receive services from Case Managers, therapists, or other visiting service providers. The multipurpose room will include a kitchen and storage space to facilitate a potential food bank. Landscaping and seating areas provide a welcoming gathering area promoting social interaction.

TOTAL SITE DEMOLITION AND REMEDIATION EXPENSES

| DEMOLITION AND REMEDIATION COSTS | |
|---|-----------------|
| Item | Cost |
| Demolition | \$97,800 |
| Site Remediation | \$0 |
| Total | \$97,800 |

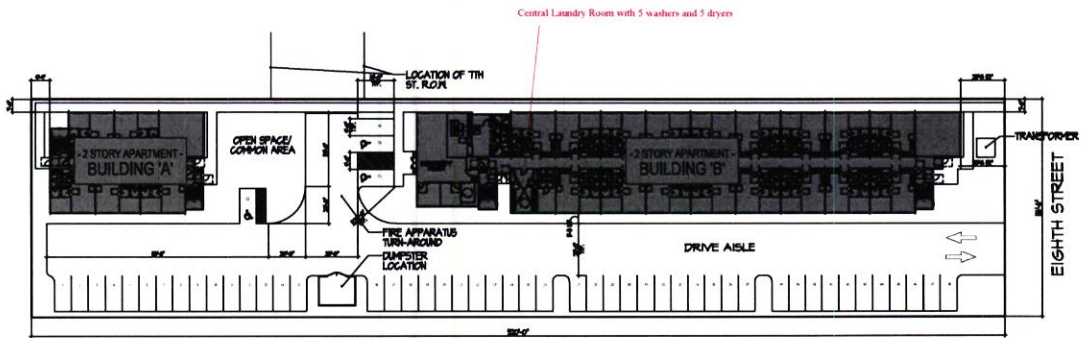
Demolition and Existing Structures

The project site is currently vacant and consists of one small vacant, abandoned, dilapidated and boarded up former residential building.

REQUIRED OFFSITE IMPROVEMENTS

Required off-site improvements to the areas immediately bordering the property include new curb, gutter, sidewalk, asphalt, and utility connections. All are basis eligible.

| <u>Project Specific Off-site Improvement</u> | <u>Amount (\$)</u> | <u>Included/Excluded in Basis</u> |
|---|---------------------------|--|
| Utility Connections | \$715,201 | Included |
| Curb & Gutter, Sidewalk, Asphalt, Frontage Improvements | \$265,468 | Included |
| GRAND TOTAL | \$980,669 | |



SITE INFORMATION:
 ADDRESS: 848 E. 8TH STREET
 BEAUMONT, CA 92220
 APN: 49-222-011
 ACREAGE: 1.58 AC
 LOT AREA: 54,886 SF
 PROPOSED UNITS: 48 UNITS
 PROPOSED DENSITY: 30 DU/ACR
 PROPOSED HEIGHT: 32'-0"

BUILDING COUNT:
 BUILDING 'A' (2 STORIES): 1 BLDG
 (U) RESIDENTIAL UNITS
 TOTAL BUILDING COUNT: 1 BLDG
 BUILDING 'B' (2 STORIES): 1 BLDG
 (U) RESIDENTIAL UNITS AND COMMON ROOM
 TOTAL BUILDING COUNT: 1 BLDG

UNIT MIX:
 PLAN 1: BR/BA (80 Sq. Ft.) 47 UNITS
 PLAN 2: BR/BA (78 Sq. Ft.) 1 UNIT
 TOTAL 48 UNITS

BUILDING AREA:
 BUILDING 'A':
 FIRST FLOOR: 4,298 SF
 SECOND FLOOR: 5,278 SF
 TOTAL AREA: 9,576 SF
 BUILDING 'B':
 FIRST FLOOR: 14,122 SF
 COMMON ROOM
 LAUNDRY ROOM: 582 SF
 SECOND FLOOR: 8,348 SF
 TOTAL AREA: 28,148 SF

BUILDING INFO:
 OCCUPANCY: GROUP A5: COMMON ROOM
 GROUP B: OFFICES
 GROUP R2: APARTMENTS
 CONSTRUCTION: VA
 HEIGHT: 32'-0" TO TOP OF PARAPET
 SPRINKLED: YES, NFPA IS
 STORES: 2 STORES ABOVE GRADE

PARKING:
 PROVIDED: 52 SPACES (5 ADA)

SHEET INDEX
 A-1 SITE PLAN
 A-2 UNIT PLANS
 A-3 COMMON ROOM PLAN
 A-4 BUILDING COMPOSITE FIRST FLOOR - BUILDING A
 A-5 BUILDING COMPOSITE SECOND FLOOR - BUILDING A
 A-6 ROOF PLAN
 A-7 EXTERIOR ELEVATIONS - BUILDING A
 A-8 BUILDING COMPOSITE 1ST & 2ND FLOOR - BUILDING B
 A-9 ROOF PLAN
 A-10 EXTERIOR ELEVATIONS - BUILDING B

Conceptual Site Plan

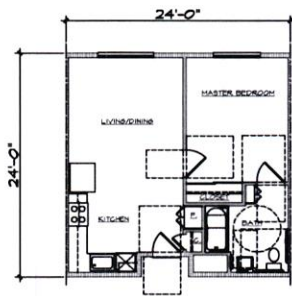
8th Street Apartments

Beaumont, CA

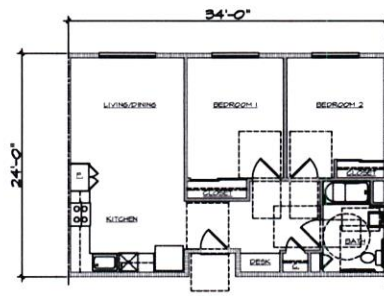


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|--|---|
| | SHEET A-1 |
| | <small>11222 Eureka Avenue Fremont, California, CA 94538 925-431-2444</small> |

02/09/2021, REV 03/02/2023



Plan 1 - 518 Sq. Ft.

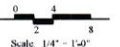


Plan 2 - 751 Sq. Ft.

Floor Plans

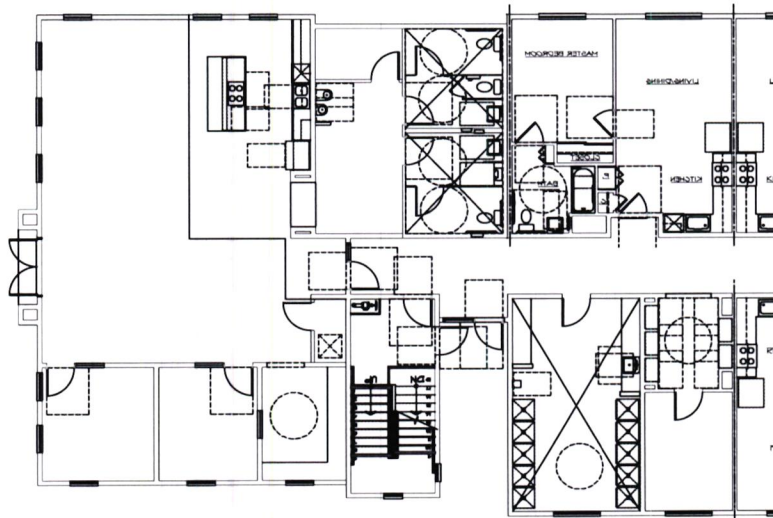
8th Street Apartments

Beaumont, CA



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| | | SHEET A-2 |
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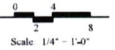


Community Room

Floor Plans

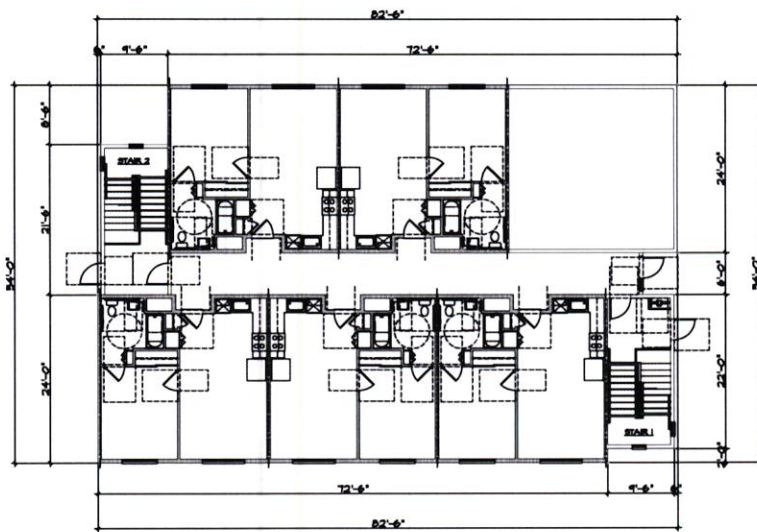
8th Street Apartments

Beaumont, CA



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| | | SHEET A-3 |
| | | 3122 Design Alliance 11296 Camino Capistrano, San Juan Capistrano, CA 92675 949.483.2844 |

02/09/2021, REV 03/02/2023

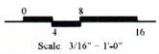


Building Composite - 1st Floor

Building Composite - Building A

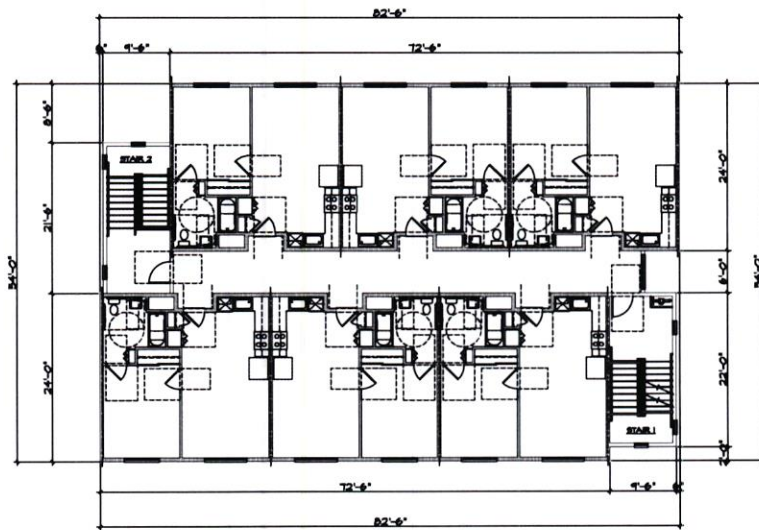
8th Street Apartments

Beaumont, CA



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|--|---|--------------------------------------|
| | | <h2 style="font-size: 2em;">A-4</h2> |
| 1122 Fourth Avenue Beaumont, California, CA 94710 (925) 482-2444 | 11800 Central Expressway San Ramon, California, CA (925) 220-8100 | |

02/09/2023, REV 03/02/2023

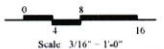


Building Composite - 2nd Floor

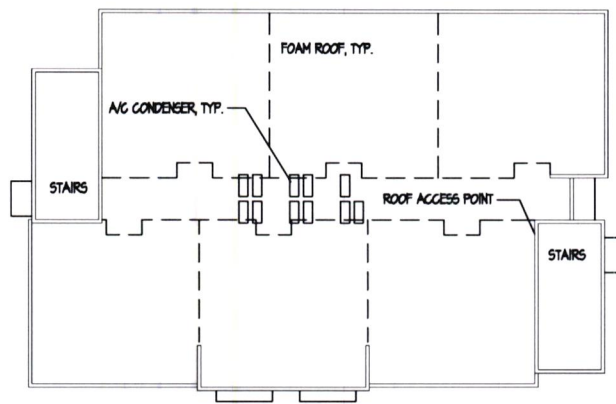
Building Composite - Building A

8th Street Apartments

Beaumont, CA



| | | | | |
|--|---|--|--|-----|
| | 3434 Architecture 11222 Eastern Avenue San Jose, CA 95128 408.433.2444 | | ID&KI 11844 Camino Capistrano San Jose, CA 95128 408.220.8517 | A-5 |
| | 02/09/2023, REV 03/02/2023 | | | |

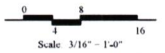


Roof Plan

Roof Plan - Building A

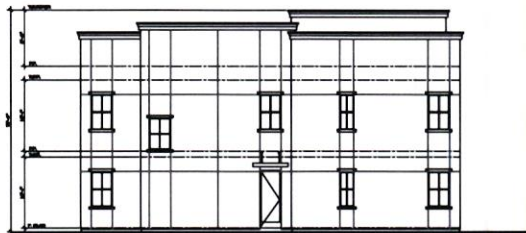
8th Street Apartments

Beaumont, CA



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| | DKSI <small>Design-King-Sign-Install</small> | A-6 |
| | <small>11211 FERRIS AVENUE BEAUMONT, CALIFORNIA, CA 91705 951-433-2444</small> | |

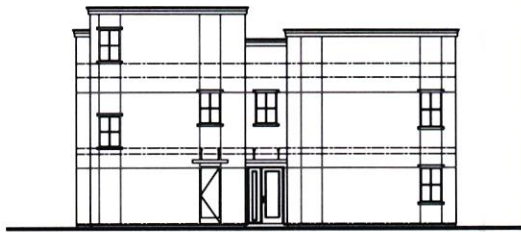
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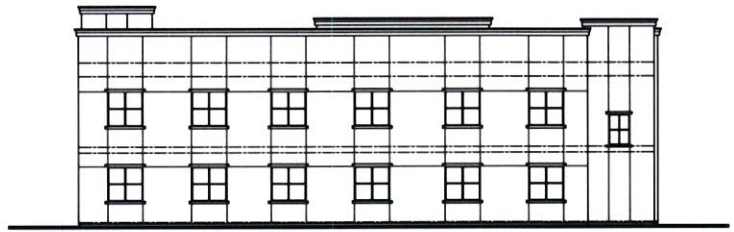
Rear



Left



Front



Right

Elevation - Building A

8th Street Apartments

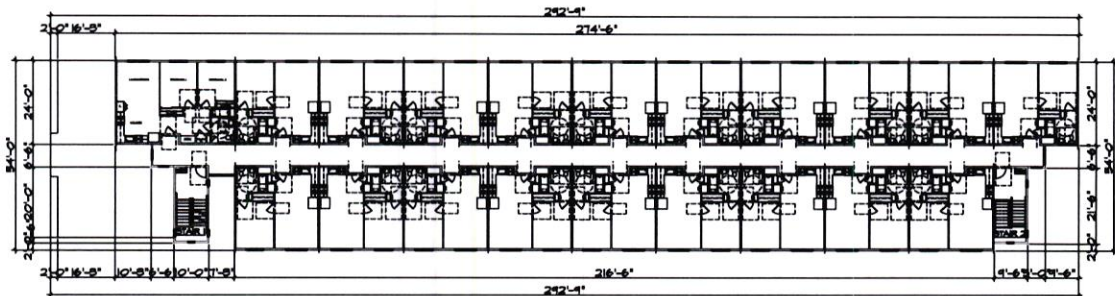
Beaumont, CA



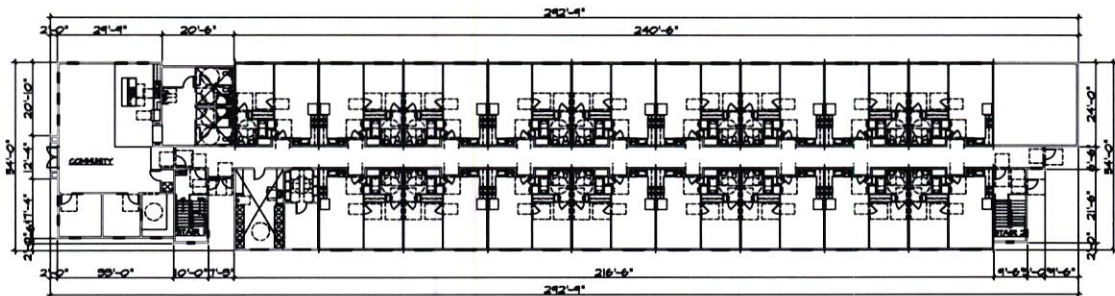
Scale: 3/16" = 1'-0"

| | | |
|---|---|------------|
|  | DKSI DESIGN KIMMEL STUDIO INC. | A-7 |
| | | |

02/06/2023 REV 03/02/2023



Building Composite - 2nd Floor



Building Composite - 1st Floor

Building Composite - Building B

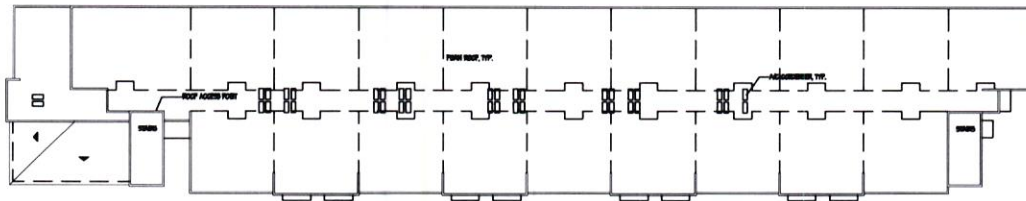
8th Street Apartments

Beaumont, CA



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| | | A-8 |
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02/09/2023, REV 03/02/2023



Roof Plan

Roof Plan - Building B

8th Street Apartments

Beaumont, CA

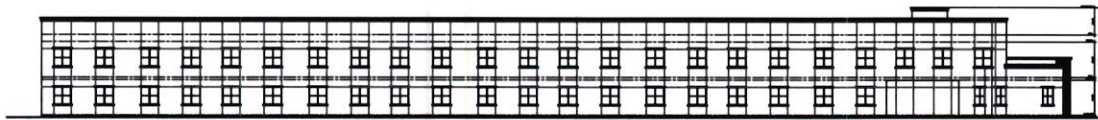


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| | | <h2 style="font-size: 2em;">A-9</h2> |
| 11210 Canyon Avenue Rancho Cotate, CA 91739 909.482.2444 | 11246 Canyon Cotate Road San Jose, CA 95129 408.252.4131 | |

02/09/2023, REV 03/02/2023



Front



Right



Rear

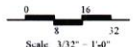


Left

Elevation - Building B

8th Street Apartments

Beaumont, CA



Scale: 3/32" = 1'-0"

| | | |
|---|--|-------------|
|  DKSI | 11500 California Circle San Jose, California, CA 95131 Tel: 408.433.1100 | A-10 |
| | | |

Exhibit C of AHAP

EXHIBIT C

Project Name: Beaumont 3 Apartments

1343 East 8th Street

Beaumont, CA 92223

APN: 419-220-011

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 14

Total Number Units in the Project: 48

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units 47

Manager's units 1 (2-bedroom unit)

Project Based Section 8 Voucher:

| Bedroom/Bathroom | AMI | Quantity |
|------------------------------|--------------|-----------------|
| One Bedroom/ One Bathroom | 30% | 47 |
| | Total | 47 Units |

Unit #s and Accessible Features: *Accessible with mobility feature **Accessible with communication feature

| Building 1 | Unit # | Building 2 | Unit # |
|---------------|---------------------------|------------|--------|
| 1. PBV | 165** | 11. PBV | 107 |
| 2. PBV | 171* | 12. PBV | 109* |
| NO PBV | 183 – Manager Unit | 13. PBV | 115 |
| 3. PBV | 168* | 14. PBV | 125* |
| 4. PBV | 174 | 15. PBV | 131 |
| 5. PBV | 269 | 16. PBV | 133 |
| 6. PBV | 275 | 17. PBV | 139* |
| 7. PBV | 285 | 18. PBV | 145** |
| 8. PBV | 270 | 19. PBV | 153 |
| 9. PBV | 278 | 20. PBV | 122 |
| 10. PBV | 282 | 21. PBV | 128** |
| | | 22. PBV | 132 |
| | | 23. PBV | 136* |

| | | | |
|--|--|---------|-------|
| | | 24. PBV | 140 |
| | | 25. PBV | 146* |
| | | 26. PBV | 152 |
| | | 27. PBV | 263 |
| | | 28. PBV | 159* |
| | | 29. PBV | 203 |
| | | 30. PBV | 211 |
| | | 31. PBV | 213 |
| | | 32. PBV | 221 |
| | | 33. PBV | 227 |
| | | 34. PBV | 239 |
| | | 35. PBV | 245 |
| | | 36. PBV | 251 |
| | | 37. PBV | 255** |
| | | 38. PBV | 259 |
| | | 39. PBV | 210 |
| | | 40. PBV | 214** |
| | | 41. PBV | 222 |
| | | 42. PBV | 228 |
| | | 43. PBV | 236 |
| | | 44. PBV | 242 |
| | | 45. PBV | 248 |
| | | 46. PBV | 254 |
| | | 47. PBV | 256 |

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- See attached PBV Contract Rent Determination dated:



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951) 354-6324
TDD (951) 351-9844

July 6, 2023

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

NATIONAL CORE
9692 HAVEN AVE. STE. 100
RANCHO CUCAMONGA, CA 91730
ATTN. MICHAEL DE LA TORRE

Website: harivco.org

RE: Estimate of Initial Rents – HCV Project-Based Vouchers
BEAUMONT 3

Dear Mr. De La Torre:

The Housing Authority of the County of Riverside in accordance with the Code of Federal Regulation (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the BEAUMONT 3. The estimated initial contract rent, current applicable utility allowance and gross contract rent are as follows:

PBV Contract Rent Determination

| Bedroom Size | 1BR |
|---|-----------------------|
| Reasonable Rent | \$1324 per GoSection8 |
| 110% of 2023 FMR eff 10/1/22 | \$1537 (\$1398 + 139) |
| less Utility Allowance eff 7/1/23 | \$82 |
| FMR Rent Cap | \$1455 |
| Lower of Reasonable Rent or FMR Rent Cap | \$1324 |

Actual rents will be determined prior to execution of the Project-Based Voucher Program Housing Assistance Payment (HAP) Contract. If you have any questions, please feel free to contact me at (951) 343-5437.

Sincerely,

Jennifer Graham
Principal Development Specialist

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp.7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 7-1-2023

Locality: **Housing Authority of the County of Riverside, CA**

Unit Type: **Multi-Family (Apartment)**

Utility or Service: **Standard**

| 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR |
|------|------|------|------|------|------|
|------|------|------|------|------|------|

Monthly Dollar Allowances

Heating

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|----------|
| a. Natural Gas | \$26.00 | \$30.00 | \$34.00 | \$36.00 | \$38.00 | \$43.00 |
| b. Bottle Gas/Propane | \$59.00 | \$68.00 | \$77.00 | \$86.00 | \$91.00 | \$100.00 |
| c. Electric (avg) | \$15.00 | \$18.00 | \$22.00 | \$26.00 | \$30.00 | \$34.00 |
| d. Oil | | | | | | |

Cooking

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|---------|
| a. Natural Gas | \$6.00 | \$6.00 | \$11.00 | \$13.00 | \$17.00 | \$19.00 |
| b. Bottle Gas/Propane | \$14.00 | \$14.00 | \$23.00 | \$32.00 | \$41.00 | \$46.00 |
| c. Electric (avg) | \$8.00 | \$9.00 | \$13.00 | \$18.00 | \$22.00 | \$26.00 |

Other Electric & Cooling

| | | | | | | |
|--|---------|---------|---------|---------|---------|----------|
| Other Electric Non-SCE (Lights & Appliances)(avg) | \$24.00 | \$29.00 | \$40.00 | \$51.00 | \$62.00 | \$73.00 |
| Other Electric SCE (Lights & Appliances, SCE Mthly Credit) | \$30.00 | \$37.00 | \$56.00 | \$75.00 | \$93.00 | \$113.00 |
| Air Conditioning | \$15.00 | \$18.00 | \$24.00 | \$31.00 | \$38.00 | \$45.00 |

Water Heating

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|---------|
| a. Natural Gas | \$13.00 | \$15.00 | \$21.00 | \$28.00 | \$34.00 | \$40.00 |
| b. Bottle Gas/Propane | \$32.00 | \$36.00 | \$50.00 | \$64.00 | \$77.00 | \$96.00 |
| c. Electric (avg) | \$18.00 | \$21.00 | \$27.00 | \$33.00 | \$39.00 | \$44.00 |
| d. Oil | | | | | | |

Water, Sewer, Trash Collection

| | | | | | | |
|------------------------|---------|---------|---------|---------|---------|---------|
| Water (avg) (MF) | \$25.00 | \$26.00 | \$28.00 | \$30.00 | \$33.00 | \$36.00 |
| Sewer (avg) (MF) | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 |
| Trash Collection (avg) | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |

Tenant-supplied Appliances

| | | | | | | |
|-----------------------------------|---------|---------|---------|---------|---------|---------|
| Range / Microwave Tenant-supplied | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 |
| Refrigerator Tenant-supplied | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 |

Other--specify: Monthly Charges

| | | | | | | |
|---|---------|---------|---------|---------|---------|---------|
| Non SCE/Non-Rev Public Monthly Electric Fee \$24.19 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 |
| Natural Gas Charge \$5.10 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Monthly Electric Fee (Riverside Public Utilities) \$38.51 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 |

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

| | | |
|---|--------------------|-----------------|
| Name of Family Beaumont 3 | Utility or Service | per month cost |
| | Heating | \$ 18.00 |
| Address of Unit 1343 E. Eighth St. Beaumont, CA 92223 | Cooking | \$ 9.00 |
| | Other Electric | \$ 37.00 |
| Number of Bedrooms One (1) | Air Conditioning | \$ 18.00 |
| | Water Heating | \$ |
| | Water | \$ |
| | Sewer | \$ |
| | Trash Collection | \$ |
| | Range / Microwave | \$ |
| | Refrigerator | \$ |
| | Other | \$ |
| | Other | \$ |
| | Total | \$ 82.00 |



The Nelrod Company 2/2023 Update

adapted from form HUD-52667

(7/2019)

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Rent Reasonable Valuation

| | Subject | Comparable 1 | Comparable 2 | Comparable 3 |
|--------------------------------|---|--|--|---|
| Address | 1343 E Eighth St | 715 Massachusetts Ave | 690 Edgar Ave | 5001 W Wilson St |
| Model | | 1/1/0/646 | 1/1/0/0 | 1/1/0/670 |
| City | Beaumont 92223 | Beaumont 92223 | Beaumont 92223 | Banning 92220 |
| LOCATION | | | | |
| Proximity to Subject | | 0.29 | 0.95 | 1.79 |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| Size | | | | |
| Rooms/Baths/Half Baths | 1/1/0 | 1/1/0 | 1/1/0 | 1/1/0 |
| Sq. Ft. | 518 | 646 | 0 | 670 |
| Adjustment | | Superior / Adj: -\$23.04 | Similar / Adj: \$0.00 | Superior / Adj: -\$27.36 |
| TYPE | | | | |
| Property Type | apartment | apartment | apartment | apartment |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| AGE | | | | |
| Year Built | 2023 | 1959 | | |
| Adjustment | | Inferior / Adj: \$109.50 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| CONDITION & QUALITY | | | | |
| Rating | Above Average | Average | Average | Average |
| Adjustment | | Inferior / Adj: \$54.75 | Inferior / Adj: \$60.00 | Inferior / Adj: \$72.50 |
| UTILITIES | | | | |
| Heat | Electric / Tenant | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Hot Water / Paid By | Electric / Owner | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Cooking / Paid By | Electric / Tenant | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Water Type / Paid By | Public Sewer / Owner | Public Sewer / Owner | Public Sewer / Owner | Public Sewer / Owner |
| Water Type / Paid By | City Water / Owner | City Water / Owner | City Water / Owner | City Water / Owner |
| Other Electric | Tenant | Tenant | Tenant | Tenant |
| Adjustment | | Inferior / Adj: \$17.00 | Inferior / Adj: \$17.00 | Inferior / Adj: \$17.00 |
| MAINTENANCE | | | | |
| Maintenance | Lawn, Pest, Trash | Lawn, Pest, Trash | Lawn, Pest, Trash | Lawn, Pest, Trash |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| AMENITIES | | | | |
| Amenities | Dishwasher, Garbage Disposal, Onsite Laundry, Stove | Garbage Disposal, W/D Hookups, Refrigerator, Stove | Garbage Disposal, W/D Hookups, Refrigerator, Stove | Dishwasher, Garbage Disposal, W/D Hookups, Pool, Stove, Gated Community |
| AC | Central | Central | Central | Central |
| Heat | Central | Unknown | Unknown | Unknown |
| Parking | Unassigned | 1 - Carport | Unknown | None |
| Interior Features | | | | |
| Unit Size | | | | |
| Adjustment | | Superior / Adj: -\$25.00 | Superior / Adj: -\$10.00 | Superior / Adj: -\$35.00 |
| RENT ADJUSTMENTS | | | | |
| Listing Source | | Internet Listing | Internet Listing | Internet Listing |
| Date Listed | | 5/8/2023 | 6/12/2023 | 4/22/2023 |
| Date Rented | | | | |
| Listing Status | | Rented | Rented | Rented |
| Asking Rent | \$1,678.00 | \$1,095.00 | \$1,200.00 | \$1,450.00 |
| Actual Rent | | | | |
| Adjustment | | \$133.21 | \$67.00 | \$27.14 |
| Adjusted Monthly Rent | | \$1,228.21 | \$1,267.00 | \$1,477.14 |

COMPARABLE BREAKDOWN

- 638 Recent comparables in jurisdiction
- 247 Similar 1 bedroom comparables in Riverside County
- 4 Similar 1 bedroom comparables in the City of Beaumont
- 6 Within 2.00 miles

CERTIFICATION

(we) estimate the monthly market rent of the subject as of 07/06/2023 to be \$1,324.12.

The adjusted reasonable rent range is \$1,228.21 to \$1,477.14.

Requested Rent Amount: \$1,678.00 Rent Approved: \$1,324.00.

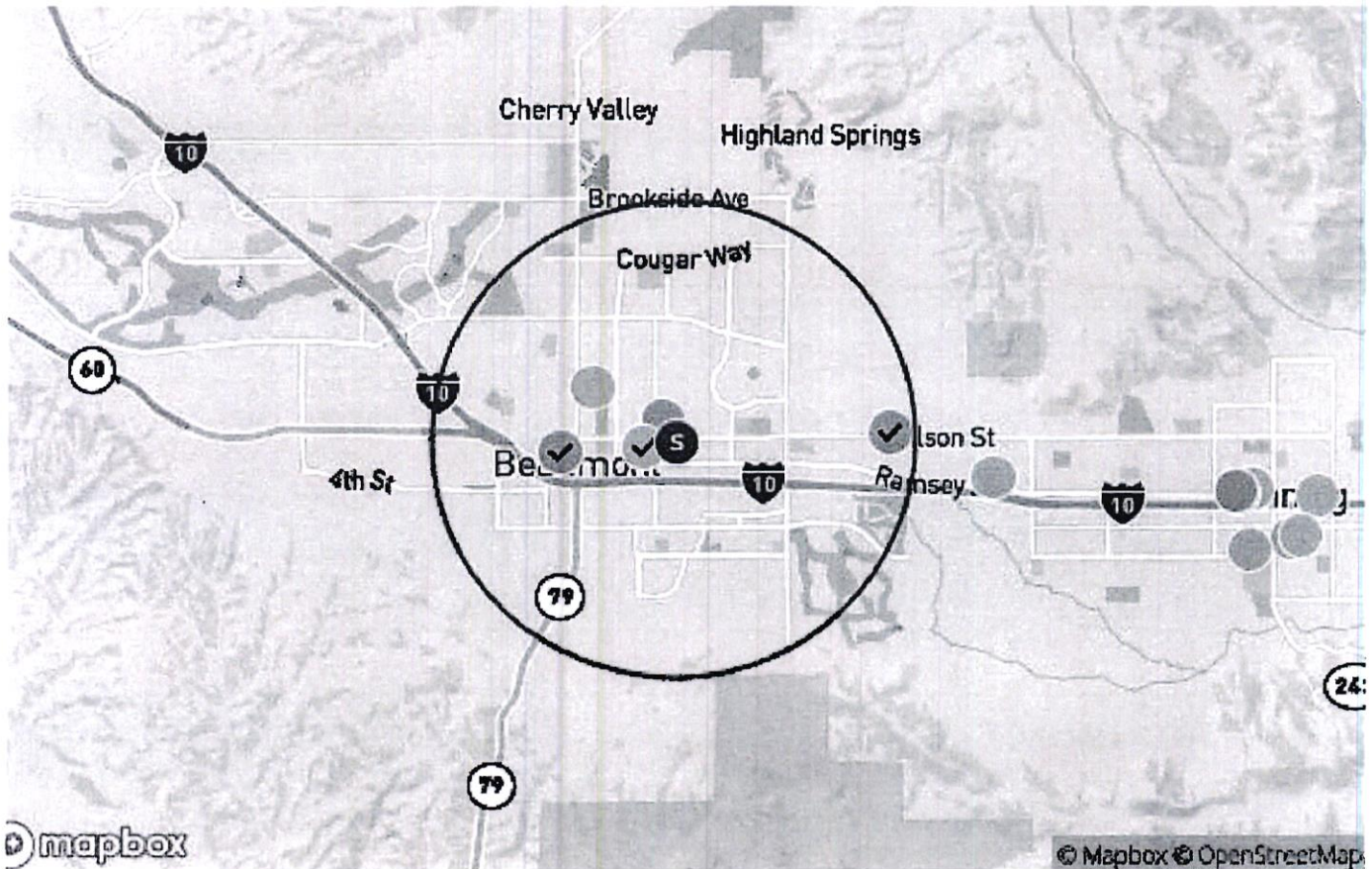
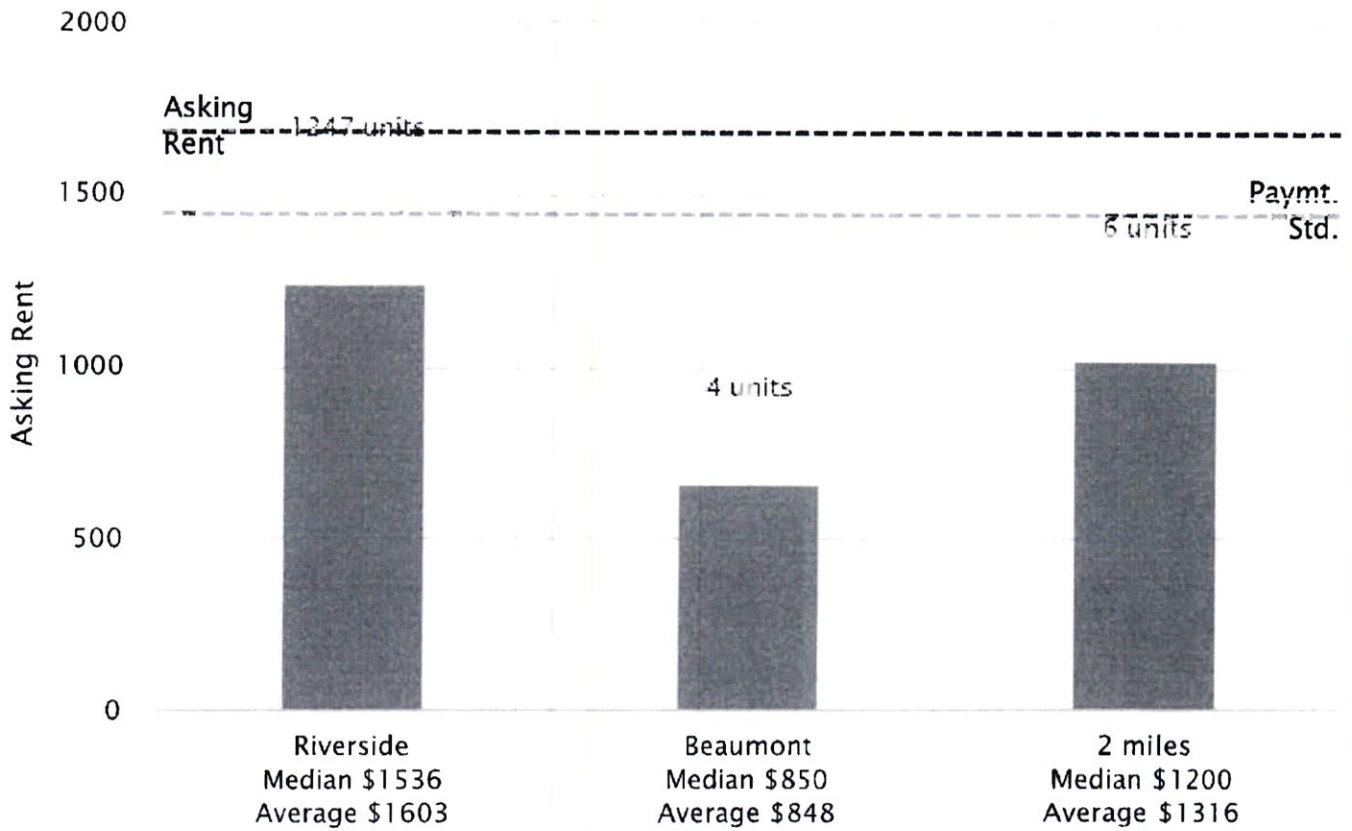
RR Certifier Signature: *Jennifer Graham*

QC Certifier Signature: _____

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of \$1,678.00 IS NOT reasonable, and the approved rent of \$1,324.00 IS reasonable.

Certification ID 12D2D614-20D8-47F5-9DD5-89ECFAAAE4C0
 Certification Date 2023-7-6
 Version AVM 6.1, RRC 7.0, RW5
 Client Reference
 Voucher Bedroom 1
 Family Name Beaumont 3
 Housing Authority Housing Authority of the County of Riverside
 Certifier Jennifer Graham
 Utility Schedule 7-22-Riverside-Multi Family (Standard) SCE
 Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,228.21 to \$1,477.14.

Comparable 1: **\$1,228.21** 84.07% Somewhat Similar

Comparable 2: **\$1,267.00** 93.89% Very Similar

Comparable 3: **\$1,477.14** 95.81% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Living area for comparable is superior to subject (-\$23.04 adjustment)
Condition for comparable is inferior to subject (\$109.50 adjustment)
Quality for comparable is inferior to subject (\$54.75 adjustment)
Refrigerator for comparable is superior to subject (-\$25.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Parking for comparable is superior to subject (-\$15.00 adjustment)
Lot water utility for comparable is inferior to subject (\$17.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$133.21)

Comparable 2:

Quality for comparable is inferior to subject (\$60.00 adjustment)
Refrigerator for comparable is superior to subject (-\$25.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Lot water utility for comparable is inferior to subject (\$17.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$67.00)

Comparable 3:

Living area for comparable is superior to subject (-\$27.36 adjustment)
Quality for comparable is inferior to subject (\$72.50 adjustment)
Pool for comparable is superior to subject (-\$25.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Lot water utility for comparable is inferior to subject (\$17.00 adjustment)
Total adjustment for this property is (\$27.14)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Exhibit D of AHAP
Housing Assistance Payment
Contract (HAP)

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. 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 § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of Riversidews (PHA) and
NCRC Beaumont LP, a California limited Partnership (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 1
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

- d. **Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).**

Single-Stage Project

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

Multi-Stage Project

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

- 1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:
 - Public Housing or Operating Funds;
 - Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
 - Housing for the Elderly (Section 202 or the Housing Act of 1959);
 - Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
 - Rent Supplement Program;
 - Rental Assistance Program;

Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

- a Place a check mark here if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

- b. Place a check mark here if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

- c. Place a check mark here if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

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).

FORM APPROVED COUNTY COUNSEL
BY: AMRICE DHILLON DATE: 5/8/2024

| |
|--|
| PUBLIC HOUSING AGENCY (PHA) |
| Name of PHA (Print) |
| By: |
| Signature of authorized representative |
| Name and official title (Print) |
| Heidi Marshall, Executive Director |
| Date |
| OWNER |
| Name of Owner (Print) |
| NCRC Beaumont LP, a California limited partnership |
| By: |
| Signature of authorized representative |
| Michael Finn, Chief Financial Officer |
| Name and official title (Print) |
| Date |

Previous editions are obsolete

FORM

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

**HUD 52530A Page - 9 of Part 1
(04/2023)**

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

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).

| | |
|---|--|
| STAGE NO. 1: The Contract is hereby executed for the contract units in this stage. | |
| STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is: | |
| Date | |
| PUBLIC HOUSING AGENCY (PHA) | |
| Name of PHA (Print) | |
| By: | |
| Signature of authorized representative | |
| | |
| Name and official title (Print) | |
| | |
| Date | |
| OWNER | NCRC Beaumont LP, a California limited partnership |
| Name of Owner (Print) | |
| By: | |
| Signature of authorized representative | |
| Michael Finn, Chief Financial Officer | |
| Name and official title (Print) | |
| | |
| Date | |

| | |
|---|--|
| STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is: | |
| Date | |
| PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) | |
| By: | |
| Signature of authorized representative | |
| | |
| Name and official title (Print) | |
| | |
| Date | |
| OWNER | NCRC Beaumont LP, a California limited partnership |
| Name of Owner (Print) | |
| By: | |
| Signature of authorized representative | |
| Michael Finn, Chief Financial Officer | |
| Name and official title (Print) | |
| | |
| Date | |

| |
|---|
| STAGE NO. 3: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is: |
| Date |
| PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) |
| By: |
| Signature of authorized representative |
| |
| Name and official title (Print) |
| |
| Date |
| OWNER Name of Owner (Print) |
| By: |
| Signature of authorized representative |
| |
| Name and official title (Print) |
| |
| Date |

| |
|--|
| STAGE NO. __: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is: |
| Date |
| PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print) |
| By: |
| Signature of authorized representative |
| |
| Name and official title (Print) |
| |
| Date |
| OWNER Name of Owner (Print) |
| By: |
| Signature of authorized representative |
| |
| Name and official title (Print) |
| |
| Date |

Exhibit A of HAP

EXHIBIT A

Project Name: Beaumont 3 Apartments

1343 East 8th Street

Beaumont, CA 92223

APN: 419-220-011

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 14

Total Number Units in the Project: 48

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units 47

Manager's units 1 (2-bedroom unit)

Project Based Section 8 Voucher:

| Bedroom/Bathroom | AMI | Quantity |
|------------------------------|--------------|-----------------|
| One Bedroom/ One Bathroom | 30% | 47 |
| | Total | 47 Units |

Unit #s and Accessible Features: *Accessible with mobility feature **Accessible with communication feature

| Building 1 | Unit # | Building 2 | Unit # |
|---------------|---------------------------|------------|--------|
| 1. PBV | 165** | 11. PBV | 107 |
| 2. PBV | 171* | 12. PBV | 109* |
| NO PBV | 183 – Manager Unit | 13. PBV | 115 |
| 3. PBV | 168* | 14. PBV | 125* |
| 4. PBV | 174 | 15. PBV | 131 |
| 5. PBV | 269 | 16. PBV | 133 |
| 6. PBV | 275 | 17. PBV | 139* |
| 7. PBV | 285 | 18. PBV | 145** |
| 8. PBV | 270 | 19. PBV | 153 |
| 9. PBV | 278 | 20. PBV | 122 |
| 10. PBV | 282 | 21. PBV | 128** |
| | | 22. PBV | 132 |
| | | 23. PBV | 136* |

| | | | |
|--|--|---------|-------|
| | | 24. PBV | 140 |
| | | 25. PBV | 146* |
| | | 26. PBV | 152 |
| | | 27. PBV | 263 |
| | | 28. PBV | 159* |
| | | 29. PBV | 203 |
| | | 30. PBV | 211 |
| | | 31. PBV | 213 |
| | | 32. PBV | 221 |
| | | 33. PBV | 227 |
| | | 34. PBV | 239 |
| | | 35. PBV | 245 |
| | | 36. PBV | 251 |
| | | 37. PBV | 255** |
| | | 38. PBV | 259 |
| | | 39. PBV | 210 |
| | | 40. PBV | 214** |
| | | 41. PBV | 222 |
| | | 42. PBV | 228 |
| | | 43. PBV | 236 |
| | | 44. PBV | 242 |
| | | 45. PBV | 248 |
| | | 46. PBV | 254 |
| | | 47. PBV | 256 |

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- See attached PBV Contract Rent Determination dated:



HOUSING AUTHORITY of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951) 354-6324
TDD (951) 351-9844

July 6, 2023

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

NATIONAL CORE
9692 HAVEN AVE. STE. 100
RANCHO CUCAMONGA, CA 91730
ATTN. MICHAEL DE LA TORRE

Website: harivco.org

RE: Estimate of Initial Rents – HCV Project-Based Vouchers
BEAUMONT 3

Dear Mr. De La Torre:

The Housing Authority of the County of Riverside in accordance with the Code of Federal Regulation (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the BEAUMONT 3. The estimated initial contract rent, current applicable utility allowance and gross contract rent are as follows:

PBV Contract Rent Determination

| Bedroom Size | 1BR |
|---|-----------------------|
| Reasonable Rent | \$1324 per GoSection8 |
| 110% of 2023 FMR eff 10/1/22 | \$1537 (\$1398 + 139) |
| less Utility Allowance eff 7/1/23 | \$82 |
| FMR Rent Cap | \$1455 |
| Lower of Reasonable Rent or FMR Rent Cap | \$1324 |

Actual rents will be determined prior to execution of the Project-Based Voucher Program Housing Assistance Payment (HAP) Contract. If you have any questions, please feel free to contact me at (951) 343-5437.

Sincerely,

Jennifer Graham
Principal Development Specialist

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval
No. 25577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): **7-1-2023**

Locality: **Housing Authority of the County of Riverside, CA** Unit Type: **Multi-Family (Apartment)**

| Utility or Service: Standard | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR |
|-------------------------------------|---------------------------|------|------|------|------|------|
| | Monthly Dollar Allowances | | | | | |

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|----------|
| Heating | | | | | | |
| a. Natural Gas | \$26.00 | \$30.00 | \$34.00 | \$36.00 | \$38.00 | \$43.00 |
| b. Bottle Gas/Propane | \$59.00 | \$68.00 | \$77.00 | \$86.00 | \$91.00 | \$100.00 |
| c. Electric (avg) | \$15.00 | \$18.00 | \$22.00 | \$26.00 | \$30.00 | \$34.00 |
| d. Oil | | | | | | |

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|---------|
| Cooking | | | | | | |
| a. Natural Gas | \$6.00 | \$6.00 | \$11.00 | \$13.00 | \$17.00 | \$19.00 |
| b. Bottle Gas/Propane | \$14.00 | \$14.00 | \$23.00 | \$32.00 | \$41.00 | \$46.00 |
| c. Electric (avg) | \$8.00 | \$9.00 | \$13.00 | \$18.00 | \$22.00 | \$26.00 |

| | | | | | | |
|--|---------|---------|---------|---------|---------|----------|
| Other Electric & Cooling | | | | | | |
| Other Electric Non-SCE (Lights & Appliances)(avg) | \$24.00 | \$29.00 | \$40.00 | \$51.00 | \$62.00 | \$73.00 |
| Other Electric SCE (Lights & Appliances, SCE Mthly Credit) | \$30.00 | \$37.00 | \$56.00 | \$75.00 | \$93.00 | \$113.00 |
| Air Conditioning | \$15.00 | \$18.00 | \$24.00 | \$31.00 | \$38.00 | \$45.00 |

| | | | | | | |
|-----------------------|---------|---------|---------|---------|---------|---------|
| Water Heating | | | | | | |
| a. Natural Gas | \$13.00 | \$15.00 | \$21.00 | \$28.00 | \$34.00 | \$40.00 |
| b. Bottle Gas/Propane | \$32.00 | \$36.00 | \$50.00 | \$64.00 | \$77.00 | \$96.00 |
| c. Electric (avg) | \$18.00 | \$21.00 | \$27.00 | \$33.00 | \$39.00 | \$44.00 |
| d. Oil | | | | | | |

| | | | | | | |
|---------------------------------------|---------|---------|---------|---------|---------|---------|
| Water, Sewer, Trash Collection | | | | | | |
| Water (avg) (MF) | \$25.00 | \$26.00 | \$28.00 | \$30.00 | \$33.00 | \$36.00 |
| Sewer (avg) (MF) | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 | \$32.00 |
| Trash Collection (avg) | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |

| | | | | | | |
|-----------------------------------|---------|---------|---------|---------|---------|---------|
| Tenant-supplied Appliances | | | | | | |
| Range / Microwave Tenant-supplied | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 | \$11.00 |
| Refrigerator Tenant-supplied | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 | \$12.00 |

| | | | | | | |
|---|---------|---------|---------|---------|---------|---------|
| Other--specify: Monthly Charges | | | | | | |
| Non SCE/Non-Rev Public Monthly Electric Fee \$24.19 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 | \$24.00 |
| Natural Gas Charge \$5.10 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Monthly Electric Fee (Riverside Public Utilities) \$38.51 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 | \$39.00 |

| | | | |
|---|--|--------------------|-----------------|
| Actual Family Allowances | | Utility or Service | per month cost |
| To be used by the family to compute allowance. Complete below for the actual unit rented. | | Heating | \$ 18.00 |
| Name of Family | | Cooking | \$ 9.00 |
| Beaumont 3 | | Other Electric | \$ 37.00 |
| Address of Unit | | Air Conditioning | \$ 18.00 |
| 1343 E. Eighth St. | | Water Heating | \$ |
| Beaumont, CA 92223 | | Water | \$ |
| Number of Bedrooms | | Sewer | \$ |
| One (1) | | Trash Collection | \$ |
| | | Range / Microwave | \$ |
| | | Refrigerator | \$ |
| | | Other | \$ |
| | | Other | \$ |
| | | Total | \$ 82.00 |



->

Rent Reasonable Valuation

| | Subject | Comparable 1 | Comparable 2 | Comparable 3 |
|--------------------------------|---|--|--|---|
| Address | 1343 E Eighth St | 715 Massachusetts Ave | 690 Edgar Ave | 5001 W Wilson St |
| Model | | 1/1/0/646 | 1/1/0/0 | 1/1/0/670 |
| City | Beaumont 92223 | Beaumont 92223 | Beaumont 92223 | Banning 92220 |
| LOCATION | | | | |
| Proximity to Subject | | 0.29 | 0.95 | 1.79 |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| Size | | | | |
| Beds/Baths/Half Baths | 1/1/0 | 1/1/0 | 1/1/0 | 1/1/0 |
| Sq. Ft. | 518 | 646 | 0 | 670 |
| Adjustment | | Superior / Adj: -\$23.04 | Similar / Adj: \$0.00 | Superior / Adj: -\$27.36 |
| TYPE | | | | |
| Property Type | apartment | apartment | apartment | apartment |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| AGE | | | | |
| Year Built | 2023 | 1959 | | |
| Adjustment | | Inferior / Adj: \$109.50 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| CONDITION & QUALITY | | | | |
| Rating | Above Average | Average | Average | Average |
| Adjustment | | Inferior / Adj: \$54.75 | Inferior / Adj: \$60.00 | Inferior / Adj: \$72.50 |
| UTILITIES | | | | |
| Heat | Electric / Tenant | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Hot Water / Paid By | Electric / Owner | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Cooking / Paid By | Electric / Tenant | Natural Gas / Tenant | Natural Gas / Tenant | Natural Gas / Tenant |
| Water Type / Paid By | Public Sewer / Owner | Public Sewer / Owner | Public Sewer / Owner | Public Sewer / Owner |
| Water Type / Paid By | City Water / Owner | City Water / Owner | City Water / Owner | City Water / Owner |
| Other Electric | Tenant | Tenant | Tenant | Tenant |
| Adjustment | | Inferior / Adj: \$17.00 | Inferior / Adj: \$17.00 | Inferior / Adj: \$17.00 |
| MAINTENANCE | | | | |
| Maintenance | Lawn, Pest, Trash | Lawn, Pest, Trash | Lawn, Pest, Trash | Lawn, Pest, Trash |
| Adjustment | | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 | Similar / Adj: \$0.00 |
| AMENITIES | | | | |
| Amenities | Dishwasher, Garbage Disposal, Onsite Laundry, Stove | Garbage Disposal, W/D Hookups, Refrigerator, Stove | Garbage Disposal, W/D Hookups, Refrigerator, Stove | Dishwasher, Garbage Disposal, W/D Hookups, Pool, Stove, Gated Community |
| Central Air | Central | Central | Central | Central |
| Heat | Central | Unknown | Unknown | Unknown |
| Parking | Unassigned | 1 - Carport | Unknown | None |
| Interior Features | | | | |
| Unit Size | | | | |
| Adjustment | | Superior / Adj: -\$25.00 | Superior / Adj: -\$10.00 | Superior / Adj: -\$35.00 |
| RENT ADJUSTMENTS | | | | |
| Listing Source | | Internet Listing | Internet Listing | Internet Listing |
| Date Listed | | 5/8/2023 | 6/12/2023 | 4/22/2023 |
| Date Rented | | | | |
| Listing Status | | Rented | Rented | Rented |
| Asking Rent | \$1,678.00 | \$1,095.00 | \$1,200.00 | \$1,450.00 |
| Actual Rent | | | | |
| Adjustment | | \$133.21 | \$67.00 | \$27.14 |
| Adjusted Monthly Rent | | \$1,228.21 | \$1,267.00 | \$1,477.14 |

COMPARABLE BREAKDOWN

- 638 Recent comparables in jurisdiction
- 247 Similar 1 bedroom comparables in Riverside County
- 4 Similar 1 bedroom comparables in the City of Beaumont
- 6 Within 2.00 miles

CERTIFICATION

(we) estimate the monthly market rent of the subject as of 07/06/2023 to be \$1,324.12.

The adjusted reasonable rent range is \$1,228.21 to \$1,477.14.

Requested Rent Amount: \$1,678.00 Rent Approved: \$1,324.00.

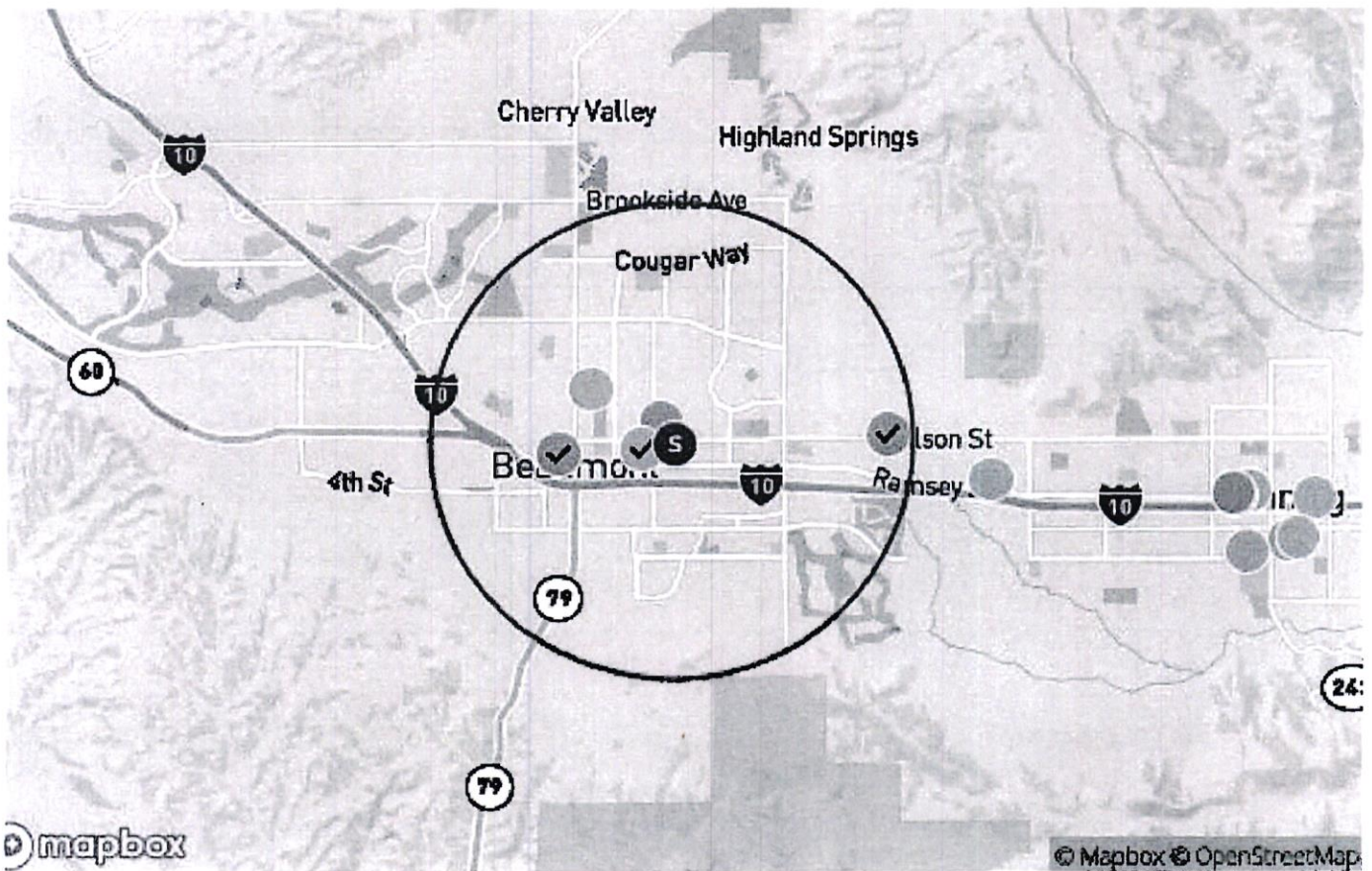
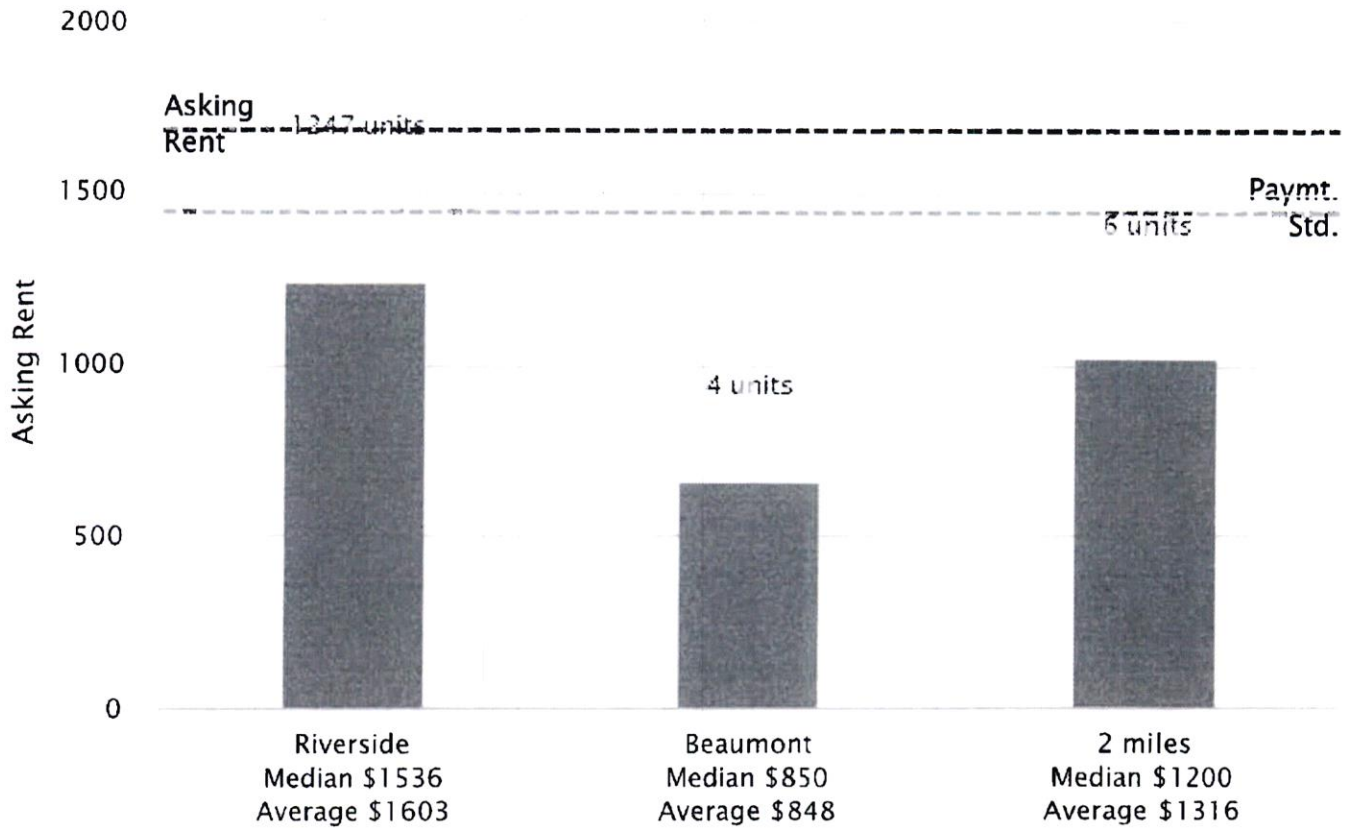
RR Certifier Signature: Jennifer Graham

QC Certifier Signature: _____

In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of \$1,678.00 IS NOT reasonable, and the approved rent of \$1,324.00 IS reasonable.

Certification ID 12D2D614-20D8-47F5-9DD5-89ECFAAAE4C0
 Certification Date 2023-7-6
 Version AVM 6.1, RRC 7.0, RWS
 Client Reference
 Voucher Bedroom 1
 Family Name Beaumont 3
 Housing Authority Housing Authority of the County of Riverside
 Certifier Jennifer Graham
 Utility Schedule 7-22-Riverside-Multi Family (Standard) SCE
 Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,228.21 to \$1,477.14.

Comparable 1: **\$1,228.21** 84.07% Somewhat Similar

Comparable 2: **\$1,267.00** 93.89% Very Similar

Comparable 3: **\$1,477.14** 95.81% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Living area for comparable is superior to subject (-\$23.04 adjustment)
Condition for comparable is inferior to subject (\$109.50 adjustment)
Quality for comparable is inferior to subject (\$54.75 adjustment)
Refrigerator for comparable is superior to subject (-\$25.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Parking for comparable is superior to subject (-\$15.00 adjustment)
Hot water utility for comparable is inferior to subject (\$17.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$133.21)

Comparable 2:

Quality for comparable is inferior to subject (\$60.00 adjustment)
Refrigerator for comparable is superior to subject (-\$25.00 adjustment)
Dish washer for comparable is inferior to subject (\$15.00 adjustment)
Hot water utility for comparable is inferior to subject (\$17.00 adjustment)
Gated community for comparable is unknown (\$0 adjustment)
Pool for comparable is unknown (\$0 adjustment)
Total adjustment for this property is (\$67.00)

Comparable 3:

Living area for comparable is superior to subject (-\$27.36 adjustment)
Quality for comparable is inferior to subject (\$72.50 adjustment)
Pool for comparable is superior to subject (-\$25.00 adjustment)
Gated community for comparable is superior to subject (-\$10.00 adjustment)
Hot water utility for comparable is inferior to subject (\$17.00 adjustment)
Total adjustment for this property is (\$27.14)

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Exhibit B of HAP

HAP EXHIBIT B

Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:

Building

- Maintenance of building exterior, interior, and site areas
- Common area recreational space, interior and exterior
- On-site surface parking

Laundry

- Common laundry machines – machines purchased and maintained by Owner; Residents pay per use

Kitchen Appliances

- Stove/Oven
- Garbage Disposal
- Refrigerator
- Dishwasher

Services

- 1 full time case manager
- Adult education, health and wellness, or skill building classes. Includes but is not limited to financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation, and smoking cessation classes. Minimum of 84 hours of instruction per year

Exhibit C of HAP

HAP EXHIBIT C

Utilities

- Sewer
- Electric (heating/cooling, cooking)
- Gas (hot water)
- Water
- Trash
- Telephone/Cable
- Internet

Utilities paid by Owner:

water, sewer, trash, water heating

Utilities paid by Residents:

cooking, space heating, air conditioning and general use

Exhibit D of HAP

HAP EXHIBIT D

Features Provided to Comply with Program Accessibility Features of Section 504 of the Rehabilitation Act of 1973

At Section 504 Accessible Units

Building #1 Units 165, 168, 171 Building #2 Units: 109, 125, 136, 139, 146, 159

Units: 168, 171, 109, 125, 136, 139, 146, 159

- Ground floor units
- Accessible path to unit entrance
- Accessible path within the unit to all rooms
- Kitchens - countertops at 34" height
- Kitchens - upper cabinets at 46" max to lower shelf
- Kitchens – 30" long accessible work counter space
- Kitchens - Adaptable cabinets (removable base and doors)
- Kitchens - sink depth 6" or less
- Bathrooms - appropriate toilet clearances, grab bars; vanity height and faucet clearances; grab bars as required
- Bathrooms – appropriate tub/shower clearances

At Units for Visually or Hearing Impaired

Building #1 Units: 165 Building #2 Units: 128, 145, 214, 255

Units: 165, 128, 145, 214, 255

- Ground Floor Units
- Visual/flashing doorbell
- Additional audible/visual fire alarms

2010, TABLE 208.2)

| MOBILITY & COMMUNICATION UNITS | | | | | |
|--------------------------------|-----------------|----------|-----------|---------------|-----------|
| ROOM NAME | ROOM No. | MOBILITY | | COMMUNICATION | |
| | | ADA | TCAC | ADA | TCAC |
| FIRST FLOOR LEVEL | | 5% REQ'D | 15% REQ'D | 2% REQ'D | 10% REQ'D |
| 1-BEDROOM | 165 | | | | X |
| 1-BEDROOM | 168 | X | X | | |
| 1-BEDROOM | 171 | | X | | |
| 1-BEDROOM | 109 | X | X | | |
| 1-BEDROOM | 128 | | | X | X |
| 1-BEDROOM | 125 | | X | | |
| 1-BEDROOM | 136 | | X | | |
| 1-BEDROOM | 139 | X | X | | |
| 1-BEDROOM | 146 | | X | | |
| 1-BEDROOM | 145 | | | | X |
| 1-BEDROOM | 159 | | X | | |
| 1-BEDROOM | 214 | | | | X |
| 1-BEDROOM | 255 | | | | X |
| TOTAL UNITS: 48 | TOTAL REQUIRED: | 5%(2.4) | 15%(7.2) | 2%(.96) | 10%(4.8) |
| | TOTAL PROVIDED: | 3 | 8 | 1 | 5 |

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. 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.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

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

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

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

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with

the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the

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owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents

below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.

- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. **OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided

under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a

contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy..
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an

assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. 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, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or

other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - i. 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
 - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- c. The creation of a security interest in the HAP contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**Tenancy Addendum
Section 8 Project-Based
Voucher Program**
(to be attached to the lease)

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

OMB Approval No. 2577-0169
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. 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. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.

Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

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

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**

The initial rent to owner is: \$ _____

7. **Initial Tenant Rent**

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

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

**Signatures:
Owner**

Tenant

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Family Representative

Date

Date

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) 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 PBV 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 public housing agency (PHA) under the PBV 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 to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and 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 PBV 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 be used for residence only 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 and redetermined rent to owner are established in accordance with HUD requirements.
- b. 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 tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- 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 PBV 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. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- 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 terminate the tenancy only 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 terminate the tenancy only 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 includes:

(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 includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) 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).

(b) 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).

(c) 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 such incident or incidents 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).

(7) 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).

(8) 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).

(9) Actual and Imminent Threats:

(a) 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).

(b) 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).

(10) 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, which must be made available upon request, must:

(a) 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;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) 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.

(11) 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:

(a) 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;

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

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) 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:

(a) The move was 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

(b) 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 983.261.

(14) Confidentiality:

(a) 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.

(b) 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.

(c) 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.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

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

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

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

9. 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.

10. Lease: Relation to HAP Contract

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

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. 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.)
- 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.

13. 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.

14. 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 PBV 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.

15. Changes in Lease and 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. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

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

17. Definitions

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

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

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 PBV program.

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

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

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 project-based 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.