

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



ITEM: 13.1  
(ID # 26781)

**MEETING DATE:**

Tuesday, February 25, 2025

**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) Cambern Avenue Apartments Project, Located in the City of Lake Elsinore, By and Between Cambern Avenue Housing Associates. L.P. and the Housing Authority of the County of Riverside; District 2. [\$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 Cambern Avenue Housing Associates. L.P., a California limited partnership, and the Housing Authority of the County of Riverside (AHAP Contract) for the Cambern Avenue Apartments located in the City of Lake Elsinore;

Continued on page 2

**ACTION:**Policy



Heidi Marshall, Director of Housing, Homelessness Prevention

1/16/2025

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**MINUTES OF THE BOARD OF COMMISSIONERS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: February 25, 2025  
xc: Housing

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.

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

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Community HousingWorks, a California nonprofit public benefit corporation and affordable housing developer (Developer), was selected to receive a total of 37 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 June 2, 2023 (RFP No. 2023-110) and November 11, 2023 (RFP No. 2023-120) 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 Cambern Avenue Apartments Project for a total of 37 PBVs. The project is proposed as a 76-unit affordable rental housing development for low-income households (Proposed Project), of which 19 PBVs will have permanent supportive housing units for households experiencing homelessness or disabled families.

The Proposed Project will be owned and operated by Cambern Avenue Housing Associates, L.P., a California limited partnership (Partnership), formed by the Developer for the purpose of developing and financing new construction of the Proposed Project. The Proposed Project will consist of a total of 75 resident units, plus 1 two-bedroom unit unrestricted as a manager's unit, located on approximately 4.02 acres of land on two separate parcels of land located at 29366



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and 29377 3rd Street in the City of Lake Elsinore, California, 92532, identified as Assessor's Parcel Numbers 377-100-003 and 377-380-003 (Property). The Proposed Project includes 26 one-bedroom units (661 sq. ft), 30 two-bedroom units (809 sq. ft), and 20 three-bedroom units (1019 sq. ft). The Property will consist of the amenities including 122 parking spaces, 91 (61 carports) on the large site and 31 (16 carports) on the smaller site, common amenities, laundry room, community rooms, computer lab, tot lot, and parking areas, including carports, leasing office, an interview room, and social services space.

Pursuant to the National Environmental Policy Act (NEPA), on August 27, 2024 (Minute Order 3.40) 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 2/13/2025

  
Aaron Gettis, Chief of Deputy County Counsel 2/11/2025

**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  
Cambern Avenue Housing Associates, L.P. (“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: 3/1/2025
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 180 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 540 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




### 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Cambern Avenue Housing Associates, L.P.  *** See attached Signature Page
By:
Signature of authorized representative
Kevin Leichner, Senior Vice President
Name and official title (Print)
Date

Previous Editions are obsolete

FORM APPROVED COUNTY COUNSEL  
BY  AMRIT R. DHILLON  
DATE

Agreement to Enter into a PBV HAP Contract  
HUD 52531A, Part 1 of 2  
(04/2023)  
Page 18 of 18

**Cambern Avenue Housing Associates, L.P.**, a California limited partnership

By: CHW Cambern Avenue, LLC, a California limited liability company, its managing general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_

Name: Kevin Leichner

Title: Senior Vice President

By: CHW Cambern Avenue, LLC, a California limited liability company, its administrative general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_

Name: Kevin Leichner

Title: Senior Vice President

# **Exhibit A of AHAP**

Approved PBV Proposal



## PROJECT INFORMATION

The proposed Cambern Avenue Apartments is an infill, multi-family apartment development that comprises two separate parcels of land in the Highest Resource Opportunity area in Lake Elsinore, CA. The 4.02 total acreage will support 76 apartments, with 75 homes reserved for low-income families and individuals, with incomes ranging from 30% to 80% of Area Median Income (AMI), of which nineteen (19) will be permanent supportive housing units, reserved for individuals with disabilities. The development will play an important role in Community HousingWorks' objective to provide opportunities through stable homes in the transformation of these underutilized areas in the northeastern area of the community. The Project was awarded 37 Project Based Vouchers (18 in June 2023 and 19 in December 2023). Please find specific details of the project below:

### Project Data

Information	Site A	Site B
Address	29366 3 <sup>rd</sup> Street	29377 3 <sup>rd</sup> Street
Assessor Parcel Number	377-100-003	377-380-003
Census Tract	0427.50	
Total Number of Residential Buildings	1	1
Type of Project	Large Family and PSH	

### Number of Units by Bedroom Size – Site A

Bedroom Size	Number of units
1-bedroom	24
2-bedroom	24
3-bedroom	12
<b>Total</b>	<b>60</b>

### Number of Units by Bedroom Size – Site B

Bedroom Size	Total (by Unit Type)
1-bedroom	4
2-bedroom	4
3-bedroom	8
<b>Total</b>	<b>16</b>

### 37 Project Based Vouchers

#### Number and Bedroom Sizes of Project-Based Vouchers (PBV) – Site A

Bedroom Size	Total (by Unit Type)
1-bedroom	12
2-bedroom	7
3-bedroom	7
<b>Total</b>	<b>26</b>

#### Number and Bedroom Sizes of Project-Based Vouchers (PBV) – Site B

Bedroom Size	Total (by Unit Type)
1-bedroom	6
2-bedroom	2
3-bedroom	3
<b>Total</b>	<b>11</b>



## CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

---

901 P Street, Suite 213A  
Sacramento, CA 95814  
p (916) 654-6340  
f (916) 654-6033  
[www.treasurer.ca.gov/ctcac](http://www.treasurer.ca.gov/ctcac)

### MEMBERS

FIONA MA, CPA, CHAIR  
State Treasurer  
  
MALIA M. COHEN  
State Controller  
  
JOE STEPHENSHAW  
Director of Finance  
  
GUSTAVO VELASQUEZ  
Director of HCD  
  
TIENA JOHNSON HALL  
Executive Director of CalHFA

November 25, 2024

EXECUTIVE DIRECTOR  
Marina Wiant

Meena Bavan, Director, and William M. Rhodes, Division Director  
Los Angeles Field Office  
U.S. Department of Housing and Urban Development  
300 North Los Angeles Street, Suite 4054  
Los Angeles, CA 90012

Re: Project Name: Cambern Avenue Apartments  
CTCAC #: CA-24-092  
Address: 29366 and 29377 3rd Street, Lake Elsinore, CA 92532  
Housing Authority: Housing Authority of the County of Riverside  
Owner: Cambern Avenue Housing Associates, LP  
General Partners: CHW Cambern Avenue, LLC  
Developer: Community HousingWorks

Dear Meena Bavan and William M. Rhodes:

Enclosed is a HERA Section 2835 Subsidy Layering Certification executed by Marina Wiant, Executive Director of the California Tax Credit Allocation Committee (CTCAC), for the captioned project. The review was conducted in accordance with Federal Register Volume 88, No.48, published on Monday, March 13, 2023.

The project is receiving assistance under the HUD Section 8 Project-based Voucher program, City of Lake Elsinore, County of Riverside – Permanent Local Housing Allocation Program (PHLA), federal low-income housing tax credits, and state low-income housing tax credits.

**Project Description:** This project is being developed by Community HousingWorks with vouchers from the Housing Authority of the County of Riverside (HACR). This project involves the new construction of 76 units, 75 of which are qualified affordable tax-credit units and 1 is a manager unit. The project will serve low income large family tenants. HACR intends to attach project-based vouchers to 37 units, which are 18 one-bedroom, 9 two-bedroom, and 10 three-bedroom units.

The CTCAC review is based upon documentation submitted by Community HousingWorks and HACR. The proposed contract rents set by HACR for the project-based vouchers assisted units do not exceed 110% of the 2024 Riverside-San Bernardino-Ontario, CA MSA FMRs. The proposed contract rents are deemed reasonable in comparison to market rents at:

<u>BR Size</u>	<u>Number of Units</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
1	18	\$1,688	\$84	\$1,772
2	9	\$2,093	\$118	\$2,211
3	10	\$2,824	\$153	\$2,977

Feel free to contact me at (916) 654-6340 or at [jacob.paixao@treasurer.ca.gov](mailto:jacob.paixao@treasurer.ca.gov) if you have any questions regarding this certification.

Sincerely,

Jacob Paixao  
Program Analyst

Attachments

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE  
HOUSING AND ECONOMIC RECOVERY ACT OF 2008 (HERA)  
SECTION 2835(a)(1)(M)(i) SUBSIDY LAYERING CERTIFICATION**

For purposes of the provision of Section 8 Project Based Voucher Assistance authorized pursuant to 42 U.S.C. 8(o)(13), pursuant to Section 2835(a)(1)(M)(i) of the Housing and Economic Recovery Act of 2008 (HERA), Section 102 of the Department of Housing and Urban Development Reform Act of 1989, and in accordance with HUD's Administrative Guidelines, all of which address the prevention of excess governmental subsidy, I hereby certify that the Section 8 project-based voucher assistance provided by the United States Department of Housing and Urban Development to the Housing Authority of the County of Riverside, located in the city of Riverside, for Cambern Avenue Apartments, **CTCAC #CA-24-092**, located in the city of Lake Elsinore, is not more than is necessary to provide affordable housing after taking into account other government assistance.

By: CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC)



Marina Wiant  
Executive Director

November 25, 2024

Date





# 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

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

Website: [harivco.org](http://harivco.org)

June 24, 2024 (revised)

Community Housing Works  
Attn: Elizabeth Jewell  
3111 Camino del Rio North Suite 800  
San Diego, CA 92108

RE: Initial Rent Study – HCV Project-Based Vouchers  
Cambern Avenue Housing Associates, L.P.  
Cambern Apartments  
29366 & 29377 3<sup>rd</sup> St., Lake Elsinore, CA 92532

Dear Elizabeth Jewell,

In compliance with 24 Code of Federal Regulation (CFR) 983.301, the Housing Authority of the County of Riverside has conducted a rent comparability analysis to establish the estimated initial rents for the Project-Based Vouchers designated for the Cambern Apartments at Lake Elsinore. The analysis includes the Fair Market Rent (FMR) Rent Cap, estimated initial contract rent, the currently applicable utility allowance, and the total gross contract rent. These elements are crucial for determining the affordability and reasonableness of rent for the PBV units, ensuring they are in line with market rates and HUD guidelines.

## PBV Contract Rent Determination

Bedroom Size	1BR	2BR	3BR
Rent Requested by Owner	\$2,140	\$2,670	\$3,600
Reasonable Rent	\$2,054 per AffordableHousing.com	\$2,641 per AffordableHousing.com	\$2,999 per AffordableHousing.com
110% of 2024 FMR eff 10/1/23	(\$1,611 + \$161) \$1,772	(\$2,010 + \$201) \$2,211	(\$2,707 + \$270) \$2,977
less Utility Allowance eff 7/1/24	\$84	\$118	\$153
FMR Rent Cap	\$1,688	\$2,093	\$2,824
Lower of Reasonable Rent, Rent Requested by Owner or FMR Rent Cap	\$1,688	\$2,093	\$2,824

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) 343-5434.

Sincerely,

*Erlan Gonzalez*

Erlan Gonzalez  
Principal Development Specialist

#### **24 Code of Federal Regulations (CFR) 983.301 Determining the rent to owner.**

(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.

(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, **the rent to owner must not exceed the lowest of:**

(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance; (2) The reasonable rent; or (3) The rent requested by the owner.

(c) *Rent to owner for certain tax credit units.* (1) This paragraph (c) applies if: (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42); (ii) The contract unit is not located in a qualified census tract; (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section. (2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of: (i) The tax credit rent minus any utility allowance; (ii) The reasonable rent; or (iii) The rent requested by the owner. (3) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance). (4) A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which: (i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or (ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(d) *Rent to owner for other tax credit units.* Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.

(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with § 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

(ii) *Redetermination of rent to owner.* When redetermining the rent to owner, the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

*Note: 24 CFR 983.301(c) pertaining to tax credits mentioned above is not applicable when the development/unit is located within a Qualified Census Tract (QCT).*

#### **24 CFR 983.302 Redetermination of rent to owner.**

(a) The PHA must redetermine the rent to owner:

(1) Upon the owner's request; or (2) When there is a 10 percent decrease in the published FMR.

(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to § 983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)

(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must be submitted in the form and manner required by the PHA.

*[Refer to 24 CFR 983.1, 983.2, 982.308(g)(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.]*

(3) The PHA may not approve, and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment. (2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except: (i) To correct errors in calculations in accordance with HUD requirements; (ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or (iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with 24 CFR 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. (2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

**24 CFR 983.207(c) Staged completion of contract units.** Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.



# 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. 2577-0169

(exp. 04/30/2026)

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

Locality/PHA <b>Housing Authority of the County of Riverside, CA</b>		Unit Type: <b>Multi-Family (Apartment)</b>				Date (mm/dd/yyyy) <b>7-1-2024</b>	
Utility of Service (Standard)	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$19.00	\$22.00	\$25.00	\$27.00	\$28.00	\$31.00
	Bottle Gas	\$60.00	\$69.00	\$78.00	\$87.00	\$92.00	\$101.00
	Electric (avg)	\$16.00	\$19.00	\$23.00	\$27.00	\$32.00	\$36.00
	Fuel Oil						
Cooking	Natural Gas	\$5.00	\$5.00	\$8.00	\$9.00	\$13.00	\$14.00
	Bottle Gas	\$14.00	\$14.00	\$23.00	\$32.00	\$41.00	\$46.00
	Electric (avg)	\$8.00	\$10.00	\$14.00	\$19.00	\$23.00	\$27.00
Other Electric	Non-SCE (avg)	\$26.00	\$30.00	\$42.00	\$54.00	\$66.00	\$77.00
Other Electric	SCE (Monthly Credit)	\$30.00	\$38.00	\$58.00	\$78.00	\$98.00	\$119.00
Air Conditioning		\$14.00	\$17.00	\$23.00	\$29.00	\$36.00	\$42.00
Water Heating	Natural Gas	\$9.00	\$11.00	\$16.00	\$20.00	\$25.00	\$30.00
	Bottle Gas	\$32.00	\$37.00	\$50.00	\$64.00	\$78.00	\$96.00
	Electric (avg)	\$19.00	\$22.00	\$28.00	\$35.00	\$41.00	\$47.00
	Fuel Oil						
Water	(avg)(MF)	\$27.00	\$27.00	\$30.00	\$32.00	\$35.00	\$38.00
Sewer	(avg)(MF)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Trash Collection	(avg)	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
Other specify: Electric Charge \$25.83 (Non SCE/Non-Rev Public Monthly)		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Other specify: Natural Gas Charge \$5.10		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Other specify: Electric Charge \$41.79 (Monthly (Riverside Public Utilities))		\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
					Water Heating		
Unit Address					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		

\$84 \$118 \$153

adapted from form HUD-52667

(04/2023)



The Nelrod Company 1/2024 Update



## FY 2024 FAIR MARKET RENT DOCUMENTATION SYSTEM

10/1/2023 - 9/30/2024

The FY 2024 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2024 & Final FY 2023 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2024 FMR	\$1,517	\$1,611	\$2,010	\$2,707	\$3,304

The Riverside-San Bernardino-Ontario, CA MSA consists of the following counties: Riverside County, CA; and San Bernardino County, CA. All information here applies to the entirety of the Riverside-San Bernardino-Ontario, CA MSA.

### FY 2024 FMR EFFECTIVE 10/1/2023 THROUGH 9/30/2024

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024\\_code/2024summary.odn?&year=2024&fmrtype=Final&cbsasub=METRO40140M40140](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary.odn?&year=2024&fmrtype=Final&cbsasub=METRO40140M40140)

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
\$1,517	\$1,611	\$2,010	\$2,707	\$3,304	\$3,799	\$4,295	\$4,790

### CALCULATE 110% OF FMR BY BEDROOM SIZE (MUST ROUND DOWN)

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
100% FMR	\$1,517	\$1,611	\$2,010	\$2,707	\$3,304	\$3,799	\$4,295	\$4,790
10% FMR	151	161	201	270	330	379	429	479
110% FMR	\$1,668	\$1,772	\$2,211	\$2,977	\$3,634	\$4,178	\$4,724	\$5,269

### Proceed to next step of deducting utility allowance from 110% of FMR to determine FMR RENT CAP

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	\$1,668	\$1,772	\$2,211	\$2,977	\$3,634	\$4,178	\$4,724	\$5,269
Minus Utility Allowance		\$84	\$118	\$153				
FMR RENT CAP		\$1,688	\$2,093	\$2,824				

Attach Utility Allowance Calculation for each BR Size



## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	15195 Lincoln St A11	16460 Joy St C	2088 E Lakeshore Dr E21
Model		1/1/0/640	1/1/0/700	1/1/0/781
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92530
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		2.89	2.65	2.76
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	637	640	700	781
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Superior / Adj: -\$25.92
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$182.50	Inferior / Adj: \$165.50	Inferior / Adj: \$199.20
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$15.00	Inferior / Adj: \$15.00	Inferior / Adj: \$15.00
<b>MAINTENANCE</b>				
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
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Heat Pump	Unknown
Parking	1 Covered Space	Unknown	1 - Carport	Unknown
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00	Superior / Adj: -\$15.00	Inferior / Adj: \$30.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		5/31/2024	5/18/2024	9/6/2023
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,140.00	\$1,825.00	\$1,655.00	\$1,992.00
Actual Rent				
Adjustment		\$227.50	\$165.50	\$218.28
Adjusted Monthly Rent		\$2,052.50	\$1,820.50	\$2,210.28
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction				
1,581 Similar 1 bedroom comparables in Riverside County				
28 Similar 1 bedroom comparables in the City of Lake Elsinore				
84 Within 4.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,054.57.				
The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.				
Requested Rent Amount: \$2,140.00 Rent Approved: \$2,054.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$2,140.00 IS NOT reasonable, and the approved rent of \$2,054.00 IS reasonable.				

Certification ID [6A5DAC28-D988-493B-A39B-D1BB8F31AA34](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 1

Family Name Cambern Apts

Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE

Page 1 of 2 excluding appendices.



## Rent Reasonable Valuation

	<b>Subject</b>	<b>Comparable 4</b>		
Address	29366 3rd St	15120 Grand Ave E31		
Model		1/1/0/670		
City	Lake Elsinore 92532	Lake Elsinore 92530		
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		3.81		
Adjustment		Similar / Adj: \$0.00		
<b>Size</b>				
Beds/Baths/Half Baths	1/1/0	1/1/0		
Sq. Ft.	637	670		
Adjustment		Similar / Adj: \$0.00		
<b>TYPE</b>				
Property Type	apartment	apartment		
Adjustment		Similar / Adj: \$0.00		
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00		
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$190.00		
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant		
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant		
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant		
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner		
Water Type / Paid By	City Water / Owner	City Water / Owner		
Lights / Other Electric	Tenant	Tenant		
Adjustment		Inferior / Adj: \$15.00		
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		
Adjustment		Similar / Adj: \$0.00		
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove		
AC	Central	Central		
Heat	Central	Unknown		
Parking	1 Covered Space	Unknown		
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00		
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing		
Date Listed		9/22/2023		
Date Rented				
Listing Status		Rented		
Asking Rent	\$2,140.00	\$1,900.00		
Actual Rent				
Adjustment		\$235.00		
Adjusted Monthly Rent		\$2,135.00		
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction				
1,581 Similar 1 bedroom comparables in Riverside County				
28 Similar 1 bedroom comparables in the City of Lake Elsinore				
84 Within 4.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,054.57.				
The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.				
Requested Rent Amount: \$2,140.00 Rent Approved: \$2,054.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$2,140.00 IS NOT reasonable, and the approved rent of \$2,054.00 IS reasonable.				

Certification ID [6A5DAC28-D988-493B-A39B-D1BB8F31AA34](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 1

Family Name Cambern Apts

Housing Authority Housing Authority of the County of Riverside

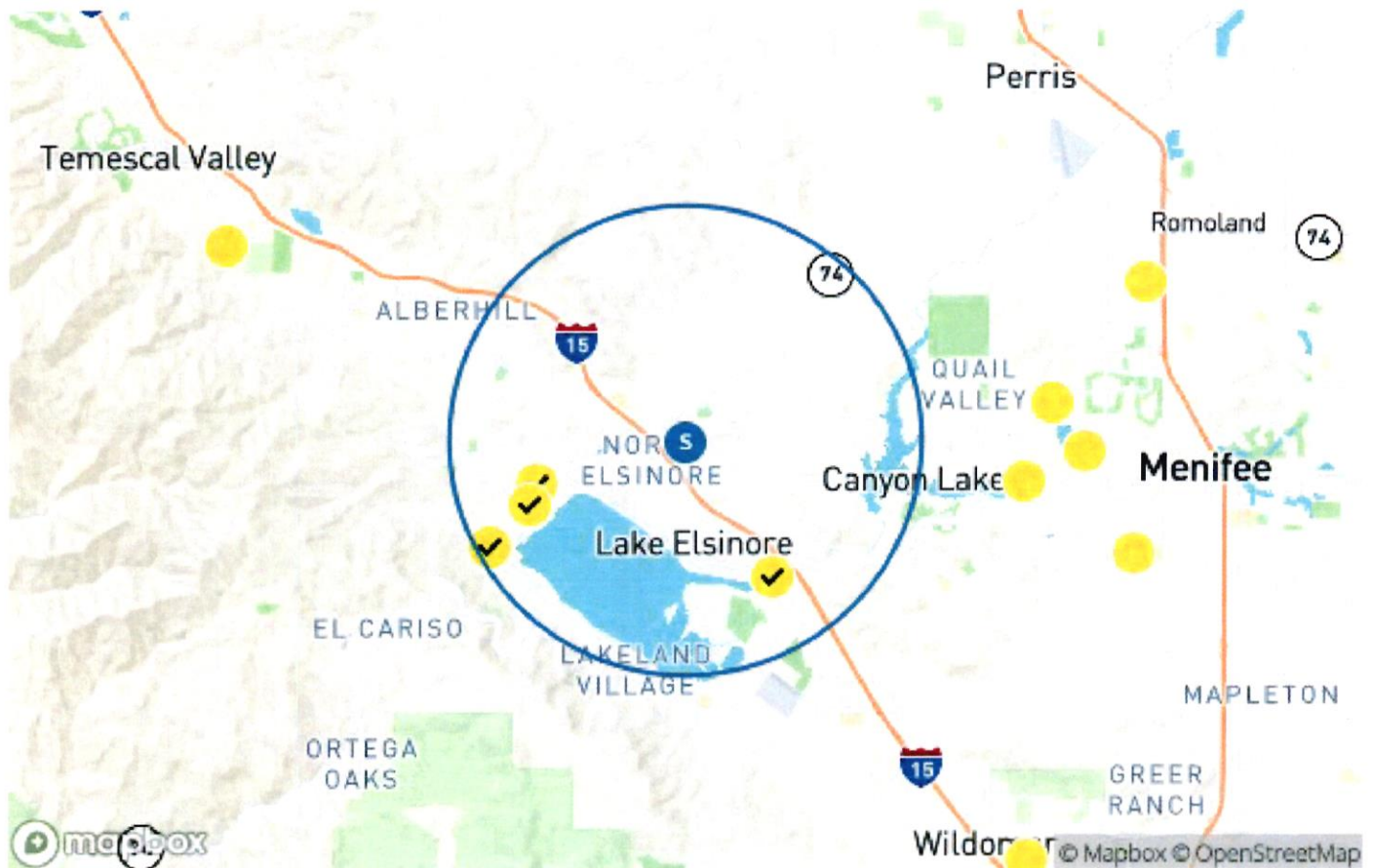
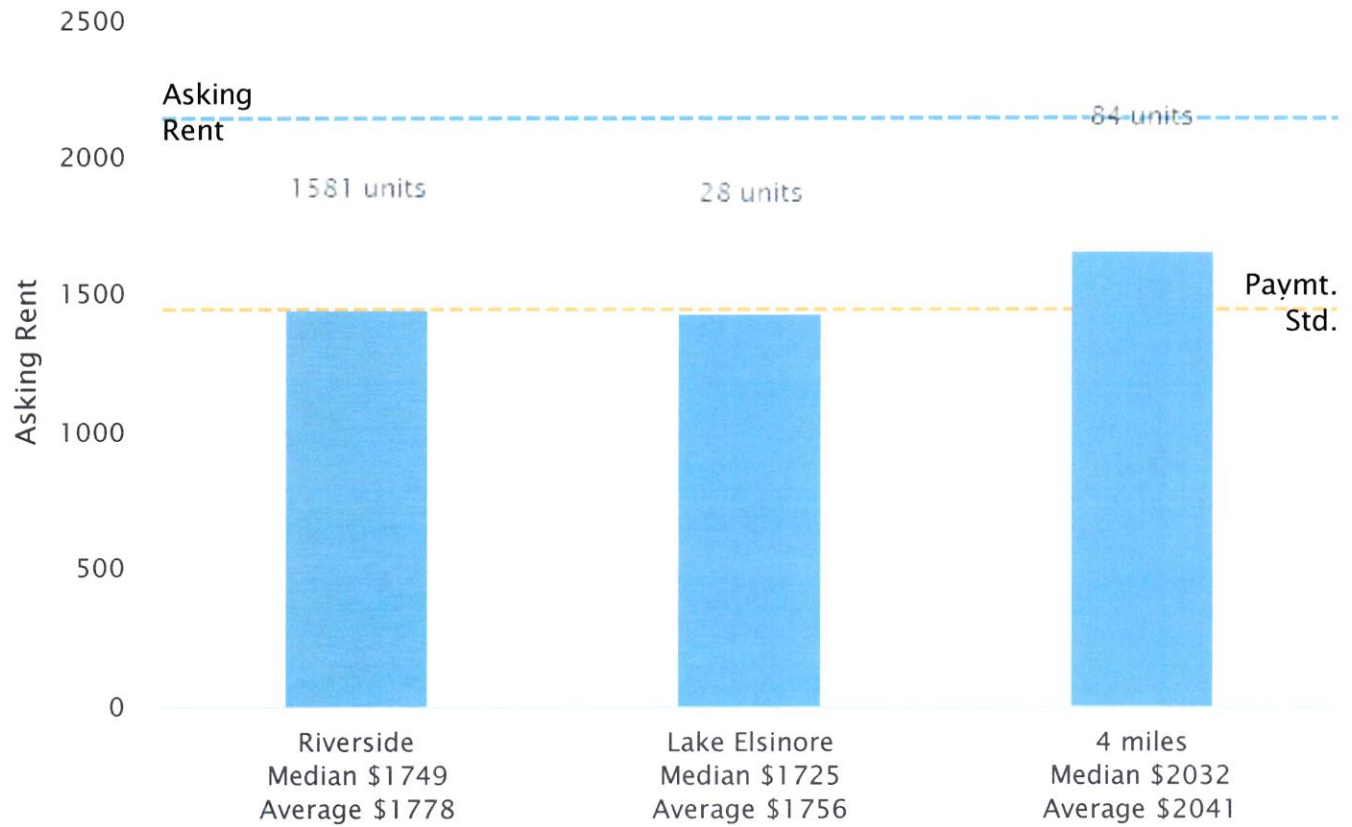
Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE

Page 2 of 2 excluding appendices.



# Local Market Analysis



The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.

Comparable 1:	<b>\$2,052.50</b>	87.58% Somewhat Similar
Comparable 2:	<b>\$1,820.50</b>	89.09% Somewhat Similar
Comparable 3:	<b>\$2,210.28</b>	88.07% Somewhat Similar
Comparable 4:	<b>\$2,135.00</b>	87.65% Somewhat Similar

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

Comparable 1:

Quality for comparable is inferior to subject (\$182.50 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$227.50)

Comparable 2:

Quality for comparable is inferior to subject (\$165.50 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Total adjustment for this property is (\$165.50)

Comparable 3:

Living area for comparable is superior to subject (-\$25.92 adjustment)  
Quality for comparable is inferior to subject (\$199.20 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$218.28)

Comparable 4:

Quality for comparable is inferior to subject (\$190.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$235.00)

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.



## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	2088 E Lakeshore Dr A32	107 S Lewis St E22	39415 Ardenwood Way
Model		2/2/0/1086	2/2/0/950	2/2/0/1103
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92532
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		2.76	1.66	0.51
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	2/1/0	2/2/0	2/2/0	2/2/0
Sq. Ft.	809	1086	950	1103
Adjustment		Superior / Adj: -\$94.86	Superior / Adj: -\$70.38	Superior / Adj: -\$97.92
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			2007
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Inferior / Adj: \$244.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$254.10	Inferior / Adj: \$212.00	Inferior / Adj: \$244.00
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Owner
Adjustment		Inferior / Adj: \$18.00	Inferior / Adj: \$18.00	Superior / Adj: -\$145.00
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Inferior / Adj: \$10.00
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Cable, Fireplace
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Central
Parking	1 Covered Space	Unknown	Unknown	1 - Carport
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00	Inferior / Adj: \$30.00	Superior / Adj: -\$55.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		3/31/2024	9/11/2023	5/17/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,670.00	\$2,541.00	\$2,120.00	\$2,440.00
Actual Rent				
Adjustment		\$207.24	\$189.62	\$200.08
Adjusted Monthly Rent		\$2,748.24	\$2,309.62	\$2,640.08
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction 3,355 Similar 2 bedroom comparables in Riverside County 48 Similar 2 bedroom comparables in the City of Lake Elsinore 70 Within 3.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,641.55.				
The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.				
Requested Rent Amount: \$2,670.00 Rent Approved: \$2,641.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u> 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 \$2,670.00 IS NOT reasonable, and the approved rent of \$2,641.00 IS reasonable.				

Certification ID [BD814BAA-7BF3-455A-9CF5-C92DA80214D9](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 2

Family Name Cambern Apts

Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Energy Efficient/ Non-SCE

Page 1 of 2 excluding appendices.



## Rent Reasonable Valuation

	<b>Subject</b>	<b>Comparable 4</b>		
Address	29366 3rd St	39415 Ardenwood Way		
Model		2/2/0/1212		
City	Lake Elsinore 92532	Lake Elsinore 92532		
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		0.51		
Adjustment		Similar / Adj: \$0.00		
<b>Size</b>				
Beds/Baths/Half Baths	2/1/0	2/2/0		
Sq. Ft.	809	1212		
Adjustment		Superior / Adj: -\$117.54		
<b>TYPE</b>				
Property Type	apartment	apartment		
Adjustment		Similar / Adj: \$0.00		
<b>AGE</b>				
Year Built	2025	2007		
Adjustment		Inferior / Adj: \$251.90		
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$251.90		
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant		
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant		
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant		
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner		
Water Type / Paid By	City Water / Owner	City Water / Owner		
Lights / Other Electric	Tenant	Tenant		
Adjustment		Inferior / Adj: \$18.00		
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		
Adjustment		Similar / Adj: \$0.00		
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Fireplace		
AC	Central	Central		
Heat	Central	Central		
Parking	1 Covered Space	1 - Carport		
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -\$55.00		
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing		
Date Listed		5/20/2024		
Date Rented				
Listing Status		Rented		
Asking Rent	\$2,670.00	\$2,519.00		
Actual Rent				
Adjustment		\$349.26		
Adjusted Monthly Rent		\$2,868.26		

**COMPARABLE BREAKDOWN**

14,879 Recent comparables in jurisdiction

3,355 Similar 2 bedroom comparables in Riverside County

48 Similar 2 bedroom comparables in the City of Lake Elsinore

70 Within 3.00 miles

**CERTIFICATION**

I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,641.55.

The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.

Requested Rent Amount: \$2,670.00 Rent Approved: \$2,641.00.

RR Certifier Signature: Erlan Gonzalez

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 \$2,670.00 IS NOT reasonable, and the approved rent of \$2,641.00 IS reasonable.

Certification ID [BD814BAA-7BF3-455A-9CF5-C92DA80214D9](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 2

Family Name Cambern Apts

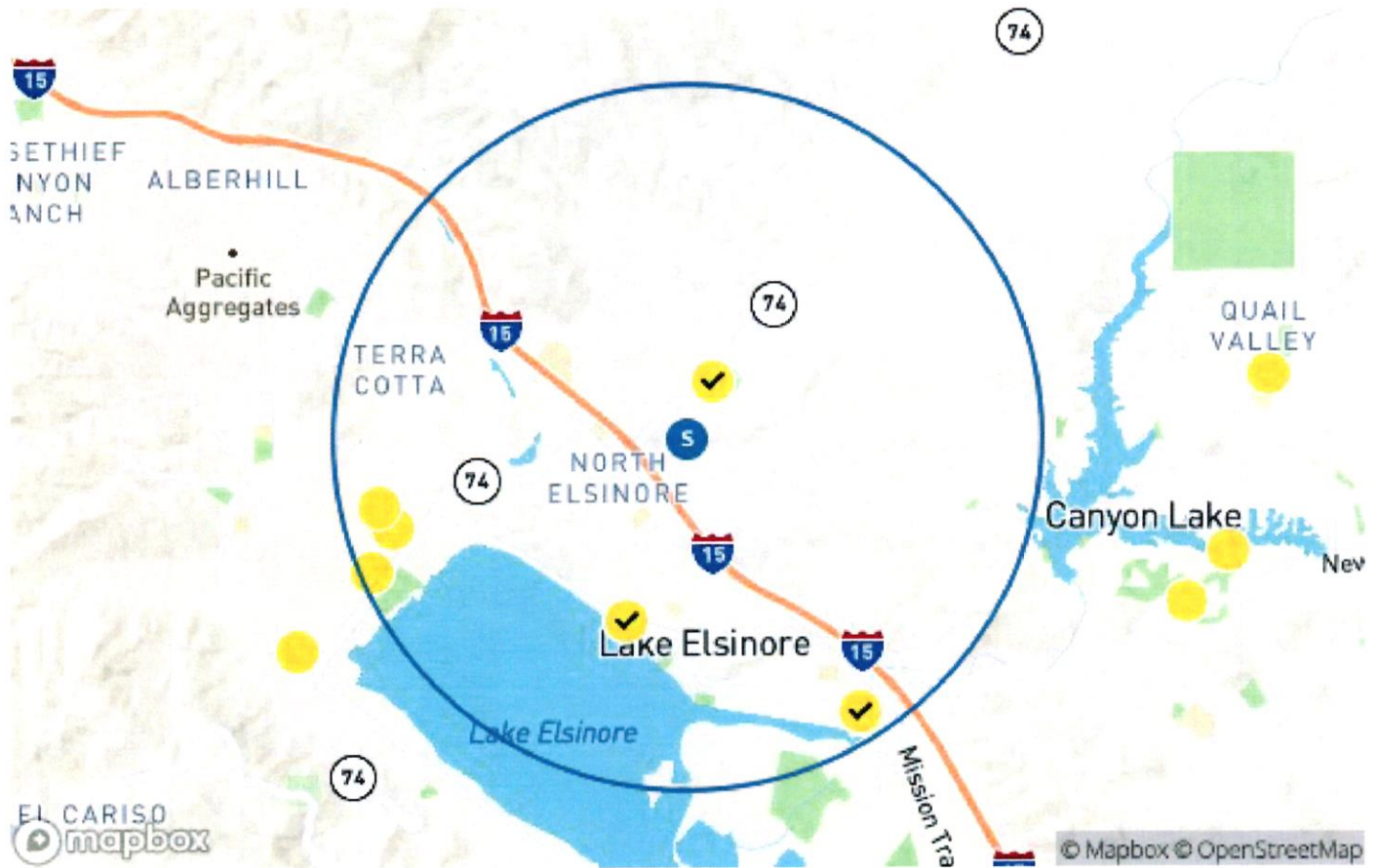
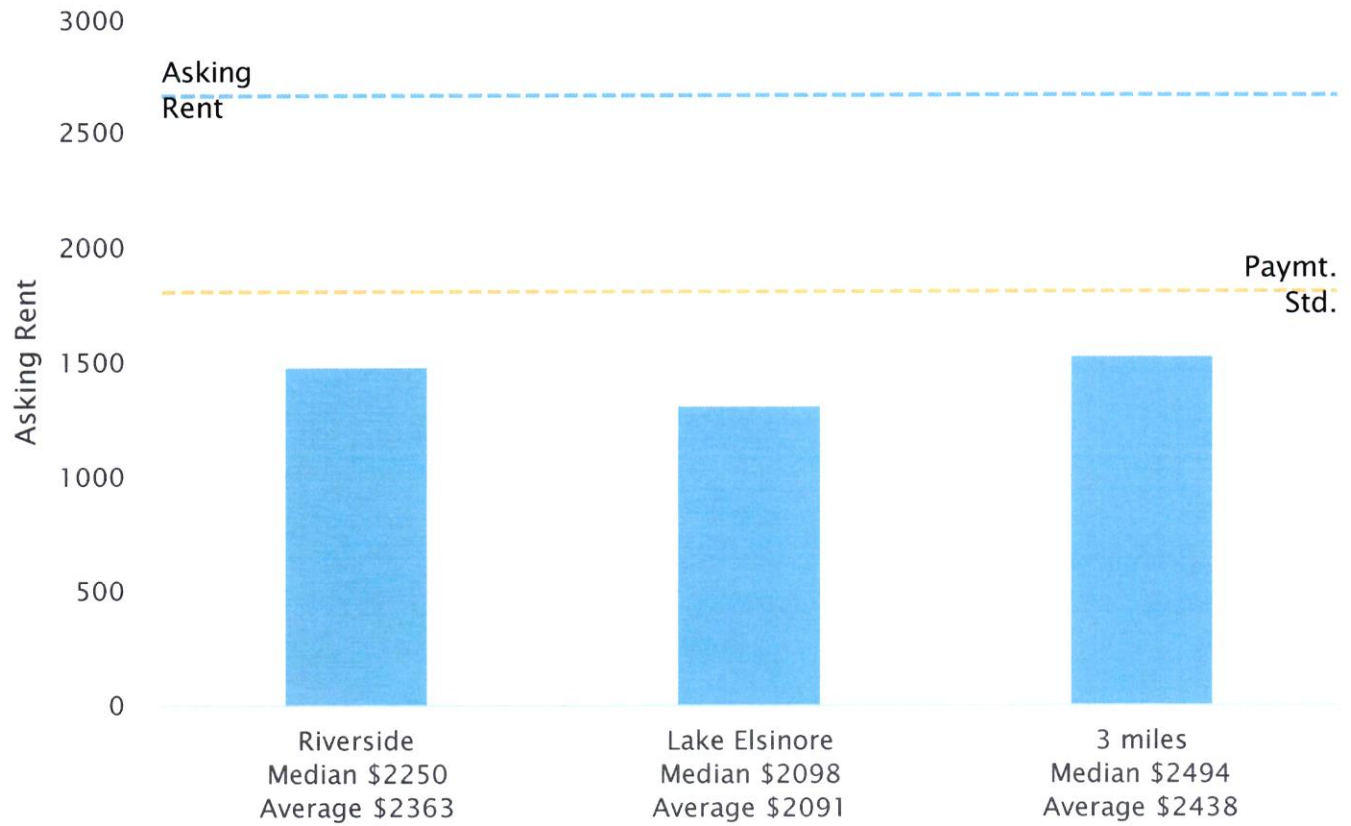
Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Energy Efficient/ Non-SCE

Page 2 of 2 excluding appendices.

# Local Market Analysis





The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.

Comparable 1:	<b>\$2,748.24</b>	89.07% Somewhat Similar
Comparable 2:	<b>\$2,309.62</b>	88.71% Somewhat Similar
Comparable 3:	<b>\$2,640.08</b>	80.01% Somewhat Similar
Comparable 4:	<b>\$2,868.26</b>	80.18% Somewhat 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 (-\$49.86 adjustment)  
Quality for comparable is inferior to subject (\$254.10 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$207.24)

Comparable 2:

Living area for comparable is superior to subject (-\$25.38 adjustment)  
Quality for comparable is inferior to subject (\$212.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$189.62)

Comparable 3:

Living area for comparable is superior to subject (-\$52.92 adjustment)  
Condition for comparable is inferior to subject (\$244.00 adjustment)  
Quality for comparable is inferior to subject (\$244.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Heating utility for comparable is superior to subject (-\$29.00 adjustment)  
Cooking utility for comparable is superior to subject (-\$9.00 adjustment)  
Other electric utility for comparable is superior to subject (-\$42.00 adjustment)  
Cooling utility for comparable is superior to subject (-\$18.00 adjustment)  
Range/Stove utility for comparable is superior to subject (-\$11.00 adjustment)  
Refrigerator utility for comparable is superior to subject (-\$12.00 adjustment)  
Electric service charge for comparable is superior to subject (-\$24.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$200.08)

Comparable 4:

Living area for comparable is superior to subject (-\$72.54 adjustment)  
Condition for comparable is inferior to subject (\$251.90 adjustment)  
Quality for comparable is inferior to subject (\$251.90 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)

Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$349.26)

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.



## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	556 Enzo St Lake	31144 Kansas St	556 Enzo St
Model		3/3/0/0	3/2/0/1240	3/2/1/1667
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92530
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		5.84	2.17	5.84
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	3/2/0	3/3/0	3/2/0	3/2/1
Sq. Ft.	1019	0	1240	1667
Adjustment		Superior / Adj: -\$45.00	Superior / Adj: -\$39.78	Superior / Adj: -\$146.64
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$280.00	Inferior / Adj: \$280.00	Inferior / Adj: \$280.00
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Electric / Tenant
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$38.00	Inferior / Adj: \$38.00	Inferior / Adj: \$38.00
<b>MAINTENANCE</b>				
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
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove	Garbage Disposal, Onsite Laundry, Pool, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Central
Parking	1 Covered Space	2 - Car Garage	1 - Carport	2 - Car Garage
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -\$65.00	Inferior / Adj: \$5.00	Superior / Adj: -\$65.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		12/18/2023	7/19/2023	2/7/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$3,600.00	\$2,800.00	\$2,800.00	\$2,800.00
Actual Rent				
Adjustment		\$208.00	\$283.22	\$106.36
Adjusted Monthly Rent		\$3,008.00	\$3,083.22	\$2,906.36
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction				
1,549 Similar 3 bedroom comparables in Riverside County				
19 Similar 3 bedroom comparables in the City of Lake Elsinore				
38 Within 6.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,999.19.				
The adjusted reasonable rent range is \$2,906.36 to \$3,083.22.				
Requested Rent Amount: \$3,600.00 Rent Approved: \$2,999.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$3,600.00 IS NOT reasonable, and the approved rent of \$2,999.00 IS reasonable.				

Certification ID [06F60089-6FBC-4048-BC3A-13965BE8A9F4](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 3

Family Name Cambern Apts

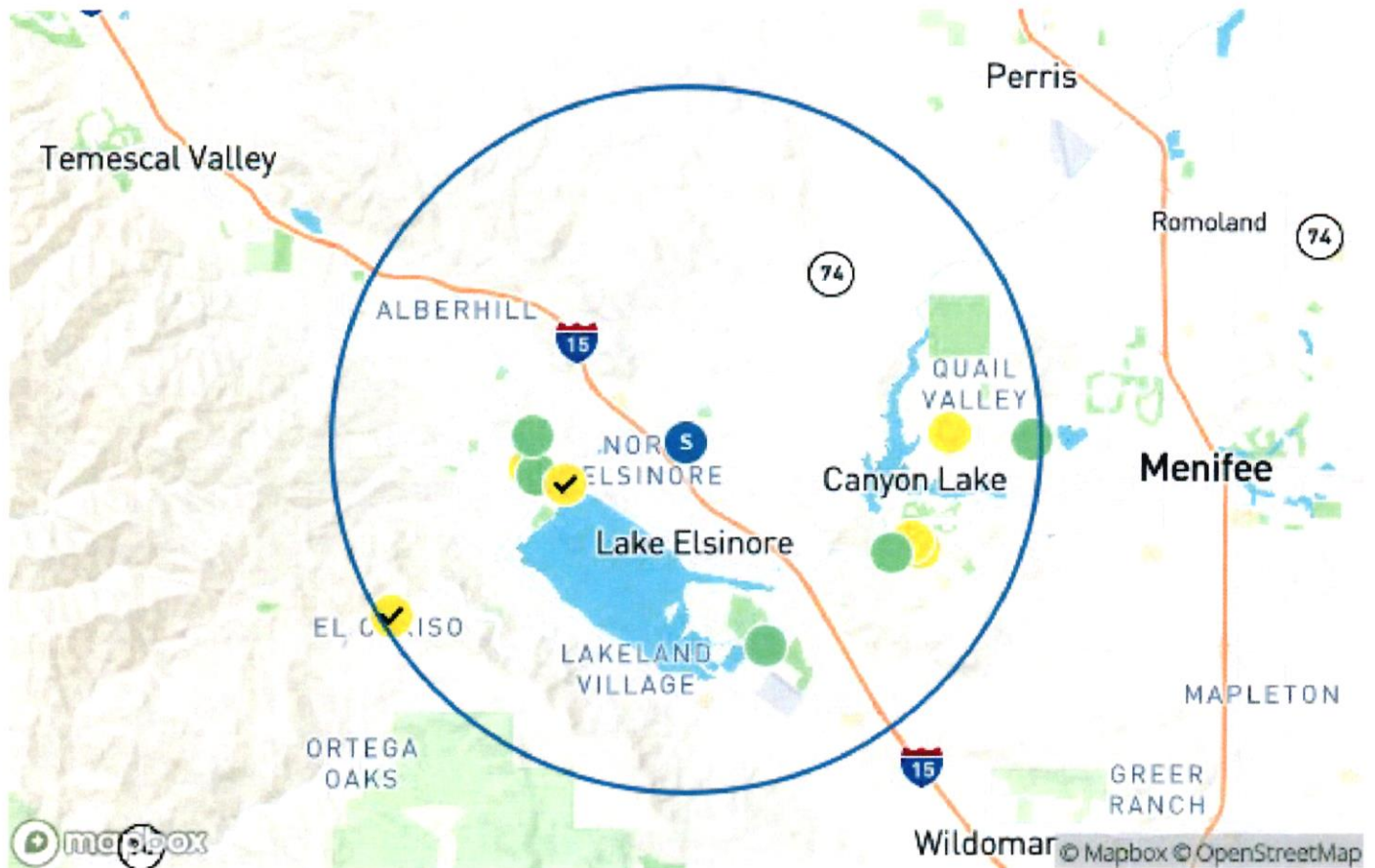
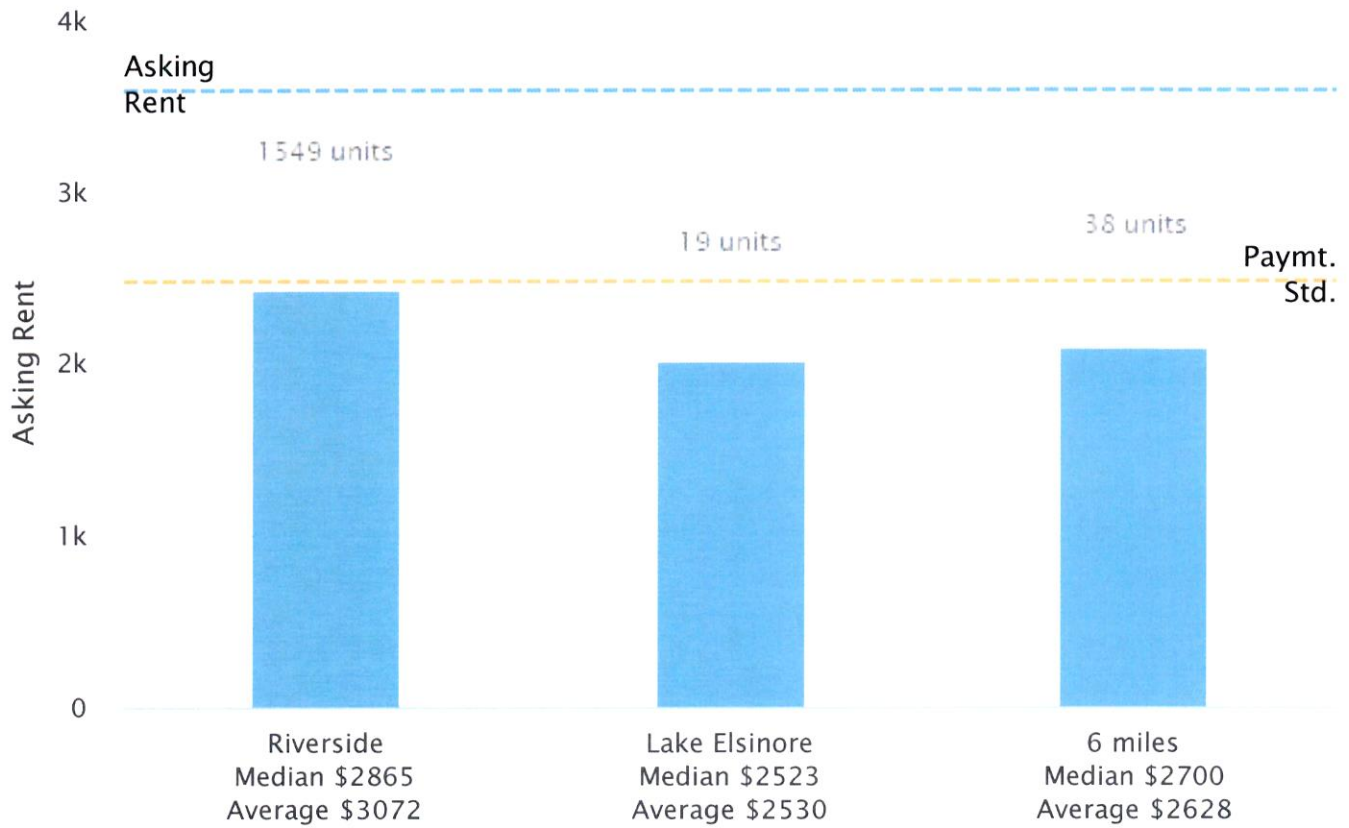
Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE

Page 1 of 1 excluding appendices.

# Local Market Analysis





The adjusted reasonable rent range is \$2,906.36 to \$3,083.22.

Comparable 1:	<b>\$3,008.00</b>	89.95% Somewhat Similar
Comparable 2:	<b>\$3,083.22</b>	88.81% Somewhat Similar
Comparable 3:	<b>\$2,906.36</b>	90.92% Very Similar

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

Comparable 1:

Quality for comparable is inferior to subject (\$280.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Parking for comparable is superior to subject (-\$40.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$208.00)

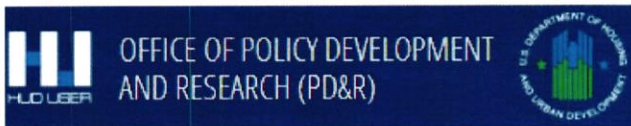
Comparable 2:

Living area for comparable is superior to subject (-\$39.78 adjustment)  
Quality for comparable is inferior to subject (\$280.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$283.22)

Comparable 3:

Living area for comparable is superior to subject (-\$116.64 adjustment)  
Quality for comparable is inferior to subject (\$280.00 adjustment)  
Half bath count for comparable is superior to subject (-\$30.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Parking for comparable is superior to subject (-\$40.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$106.36)

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.



MENU



## 2023 and 2024 Small DDAs and QCTs

### Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 21, 2023.

Current zoom: 13

Select Year:

☒ 2024 ☐ 2023

Select Layer(s):

☒ LIHTC Projects (Zoom 11+)

☒ FMR Outlines (Zoom 4+)

☒ Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas



Small Difficult Development Areas

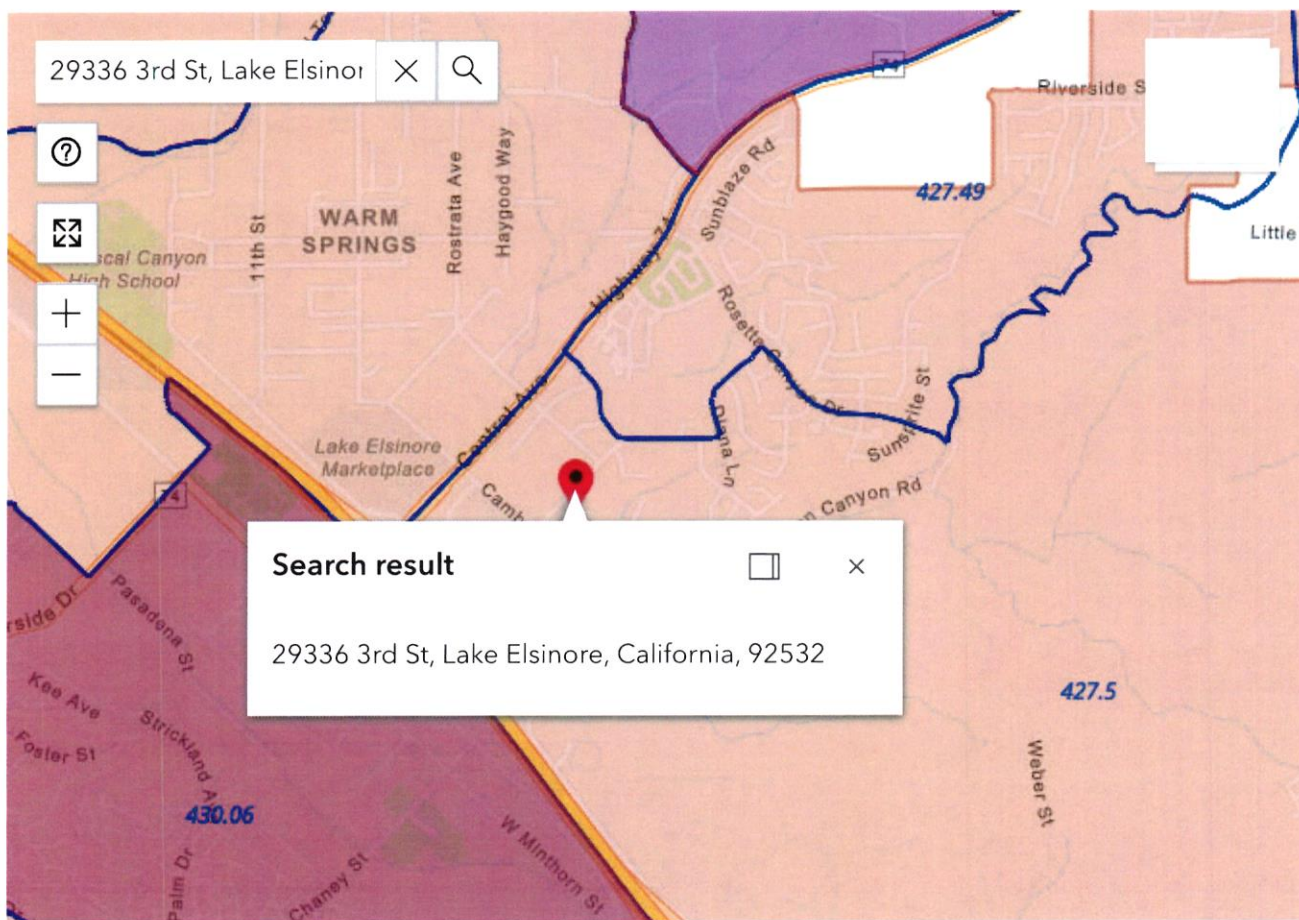


☒ Color QCT Qualified Tracts (Zoom 7+)





Tracts Outline (Zoom 11+)



County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, M... Powered by Esri

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## Reference

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## Research

[Case Studies](#)[Datasets](#)[Periodicals](#)[Regulatory Barriers](#)[Clearinghouse](#)[Research & Reports](#)

**Note:** Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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#### HUD USER

P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691 **TDD:** 1-800-927-7589

**Local:** 1-202-708-3178 **Fax:** 1-202-708-9981





## Request for Reasonable Rent Study

Developer Name: Cambern Avenue Housing Associates, L.P.  
Developer Address: c/o Community HousingWorks, 3111 Camino del Rio North Suite 800, San Diego, CA 92108  
Developer Contact Elizabeth Jewell  
Developer Phone: (619) 795-0221 Developer Email: ejewell@chworks.org  
Project Name: Cambern Apartments  
Project Address: 29366 & 29377 3rd Street, Lake Elsinore, CA 92532

New Construction or Existing: New Construction

Standard Utility Allowance or Energy Efficient? Standard

If energy efficient (EE), must attach proof that you have been approved to use the EE allowance by the Housing Authority.

Number of units: 76 (includes 1 mgr unit) Number of Project Based Vouchers: 37

Rent Requested by Owner:

One BR: \$ \$2140 (small area FMR)  
Two BR: \$ \$2670 (small area FMR)  
Three BR: \$ \$3600 (small area FMR)  
Four BR: \$ \_\_\_\_\_  
Other: \_\_\_\_\_: \$ \_\_\_\_\_

Square Footage of Units and number of bathrooms (full/half):

One BR: <u>661</u> SQ FT	# Bathrooms <u>1</u>	Half or Full: <u>Full</u>
Two BR: <u>809</u> SQ FT	# Bathrooms <u>1</u>	Half or Full: <u>Full</u>
Three BR: <u>1019</u> SQ FT	# Bathrooms <u>2</u>	Half or Full: <u>Full</u>
Four BR: _____ SQ FT	# Bathrooms _____	Half or Full: _____
Other: _____ SQ FT	# Bathrooms _____	Half or Full: _____

Utilities and who responsible (Owner or Tenant):

Electric Service Provider: SCE or non-SCE? SCE Who pays? Owner or Tenant? Tenant  
Is heating gas or electric? Electric Who pays? Owner or Tenant? Tenant  
Is the unit heated by Hydronic Heat? \_\_\_\_\_  
Is water heating gas or electric? Gas Who pays? Owner or Tenant? Owner  
Is Stove gas or electric? Electric Who pays? Owner or Tenant? Tenant  
Who provides the Stove? Owner Who provides the Refrigerator? Owner Is a microwave provided? \_\_\_\_\_  
Who pays for Water? Owner  
Who pays for Sewer? Owner  
Who pays for Trash? Owner

Amenities:

Is there a garbage disposal? Yes Does/Will the unit have a dishwasher? Yes  
Does/Will the unit have ceiling fans? Yes  
Does/Will the units have washer and dryer hookups? \_\_\_\_\_ Is a washer or dryer provided? Community laundry room  
Does/Will the property have an on-site laundry room? Yes  
Does/Will the units have a covered parking space? Yes Is the property gated? Yes  
Does/Will the property have a swimming pool? No Does Owner provide Pest Control? Yes Lawn Care? N/A - turf  
Any other amenities? If so, please list? Community Building & kitchen, Conference & meeting space, ADA-accessible and adaptable features, Wiring and backing for electronic media, Vinyl plank flooring, Courtyard, Children's play area, Recreational turf area, Outdoor dining area, relief area, Energy-star appliances

Developer Signature: Elizabeth Jewell Date: 6/21/2024





# 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

June 24, 2024

Ryan DuMars  
Cambern Avenue Housing Associates, LP  
3111 Camino del Rio North Suite 800  
San Diego, CA 92108

**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

RE: Cambern Apartments, Lake Elsinore, CA

Website: [harivco.org](http://harivco.org)

Dear Simon Fraser:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposals were selected to receive Project Based Vouchers (PBVs) pursuant to two separate Requests for Proposal released by the HACR on June 2, 2023 and January 11, 2024. The HACR is reserving funding for thirty-seven (37) PBVs for a twenty (20) year contract term.

**Estimate Amount of Subsidy:**

Unit Size	Units	Contract Rent	Monthly	Months	Annual	Years	AHAP Term 20 Years
1-Bedroom	18	\$1,688.00	\$30,384.00	12	\$364,608.00	20	\$7,292,160.00
2-Bedroom	09	\$2,093.00	\$1,8837.00	12	\$ 226,044.00	20	\$4,520,880.00
3-Bedroom	10	\$2,824.00	\$28,240.00	12	\$ 338,880.00	20	\$6,777,600.00
	37					<b>Total:</b>	\$18,590,640.00

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 July 31, 2025, 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 July 31, 2025.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Mervyn Manalo", with a stylized flourish at the end.

Mervyn Manalo  
Supervising Development Specialist  
Housing Authority of the County of Riverside

# **Exhibit B of AHAP**

## Project Description

## **SITE AND PROJECT NARRATIVE**

The Project site is located at 29366 and 29377 Third Street in Lake Elsinore, California. The targeted population for the project is large families and permanent supportive housing, as the development consists of a mix of one, two, and three bedroom units each with 1-2.5 bathrooms, a kitchen, and a family room. They are constructed in a two-story garden style walk-up configuration with stair access. The site is conveniently located near a host of amenities.

The Project has one building on each site – the smaller site will have 16 units and the larger site will have 60 units, the community building with leasing office, interview room and social services space. The project will have ample social services space in the community building to house the case managers and host the social services for the residents that require assistance. The laundry room is located in the community building encouraging resident interaction and creation of community while they do household activities. The landscaped grounds include the children's play area and space for additional recreational activities. There is an additional laundry room and play area on the smaller parcel for convenience to those residents. The site will include suitable, sustainable plantings, such as California natives and naturalized in order to reduce irrigation usage but provide a pleasing and seasonal palate of plants.

The unit mix is 26 1BR units (661 sq. ft.), 30 2 BR units (809 sq. ft.), and 20 3BR units (1019 sq. ft.), including one 2 BR manager unit. There will be 19 accessible units on the first floors of the buildings for permanent supportive housing residents. There will be 122 parking spaces, 91 (61 carports) on the large site and 31 (16 carports) on the smaller site. Currently, there are several vacant single-family homes and work sheds on each site which will be demolished.

### Construction Description

The development will consist of wood-framed buildings including two 2-story residential buildings (Type V-A) with single-story community building (Type V-B), and two detached laundry and maintenance buildings (Type V-B) with surface parking. Surface parking will feature covered carport parking. Building materials include white and warm accent color stucco, tile roofing, varied wall planes along with stucco window canopies. These design elements will bring depth and scale to the elevations. Consistent with the City of Lake Elsinore Residential Development Standards, the buildings are located to enhance the privacy of adjoining units and provide variation of architectural building mass. The buildings are configured around exterior spaces that will support active and passive recreation.

The development's design and construction include all- electric buildings with energy efficient features such as ENERGY STAR appliances, including dishwashers and garbage disposals, energy-efficient dual-pane windows, no-VOC paint, high efficacy lighting, and low-flow plumbing fixtures to reduce water use. The design consideration include secure building entries with open corridors for fresh air intake to enhance the indoor air quality provide healthy living environments for our residents to reduce their susceptibility to chronic illness and to preserve the asset for long-term stewardship. All minimum construction standards for CTCAC will be met in this development.



[illegible]

The diagram illustrates the basic structure of a neuron. It consists of a central cell body (soma) containing a nucleus. Surrounding the soma are several dendrites, which are shown as branching structures. One dendrite is specifically labeled 'Dendrite'. Extending from the soma is a long axon, which is covered by a myelin sheath. The axon is labeled 'Axon' and terminates in a single terminal ending in a bulb.

[illegible][illegible][illegible]

NORTH

SCALE 1" = 20'

## PROJECT SUMMARY

1. **Summary of Request:**

A MULTIFAMILY AFFORDABLE HOUSING DEVELOPMENT WITH ACCESSORY FACILITIES AND PARKING ON INDIVIDUAL LOTS: SITE A AT 2.3 ACRES AND SITE B AT 1.36 ACRES LOCATED ON THE NE AND NW CORNER SECOND STREET AND CAMBERA AVENUE INTERSECTION IN LAKE ELSDORF, CALIFORNIA. THE PROJECT SHALL CONSIST OF APPROXIMATELY 75 DWELLING UNITS WITH COMMON FACILITIES. RESIDENTIAL UNITS SHALL INCLUDE ONE- TWO- AND THREE-BEDROOM APARTMENTS. PARKING WILL BE COVERED AND OPEN SURF SPACES.

4A, APN:	SITE A: 377-100-003	4B,	SITE B: 377-380-003
5A, Site Area:	SITE A: 2.8985 ACRES	5B,	SITE B: 1.0598 ACRES

A. SOURCE OF CONSTRUCTION FUNDED	A COMBINATION OF PRIVATELY FUNDED & PUBLICLY FUNDED
8. Type of Construction:	V-A (RESIDENTIAL BLDG S) V-B (COMMUNITY BLDG & MISC. BLDG)

10. Lot Coverage Req'd.:	MAX 50%	MIN N/A
11. Lot Coverage Proposed:	Area (Sq. Feet)	Coverage %
11A. LOT AREA (A):	136,268.66 (3,106,876 Sq. Ft.)	1,000.00%

Driveways & Open Parking:	31,808 SF	25.1%
Landscaping	63,456 SF	50.4%

Driveways & Open Parking:	10,986 SF	23.8%
Landscaping:	26,231 SF	56.9%

		30'-0" FT		30'-0" FT

SITE A	UNIT A	654 SF	1 BDRM - 1 BATH	* 24 Units	(4)
	UNIT B1	809 SF	2 BDRM - 1 BATH	* 22 Units	(4)

SITE W	UNIT A	654 SF	1 BDRM - 1 BATH	* 4 Units	(2)
	UNIT B1	806 SF	2 BDRM - 1 BATH	* 4 Units	(2)
	UNIT C1	1,019 SF	3 BDRM - 2 BATH	* 2 Units	

COMBINED	Dwelling Units	1 BORM UNITS	*	26	25.3%
		2 BORM UNITS	*	30	48.0%
		3 BORM UNITS	*	20	26.7%

SITE & Bldg Type	No. of Occup	Stories	Type of Const	Sprinkler System	Square Footage	No. of Bldgs.	Total
------------------------	-----------------	---------	------------------	---------------------	-------------------	------------------	-------

● CARPENTS	32	ONE	V-B	NA	1,212 SF	15	18,195
● MAILBOXES	0	ONE	V-B	NA	71 SF	1	71
● TRASH ENCL	0	ONE	V-B	NA	248 SF	2	492
<b>TOTAL</b>						<b>21</b>	<b>78,697</b>

● BLDG. 1	92	TWO	V-A	MFA 13	16,045 SF	1	16,045
● MAINT./LAUNDRY	32	ONE	V-B	NA	319 SF	1	319
● CARPORTS	52	ONE	V-B	NA	1,213 SF	4	4,852

3RD & CAMBERN APARTMENTSARCHITECTURAL SITE PLAN

DATE: JUNE 10, 2024 SHEET: 1

	CHECKED	

## Exhibit C of AHAP

## EXHIBIT C

Project Name: Cambern Avenue Apartments

Address: 29366 & 29377 3<sup>rd</sup> Street, Lake Elsinore, CA 92532

APN: 377-100-003, 377-380-003

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 37**

**Total Number Units in the Project: 76**

**Description and Quantity in Project:**

**PBV Units 37 of which 19 will have Permanent Supportive Housing (PSH)**

1 -bedroom units 18

2-bedroom units 9

3-bedroom units 10

**Total Units 76**

Manager's unit 1 (2-bedroom unit)

**Project Based Section 8 Voucher:** \*Accessible with mobility feature \*\*Accessible with communication feature

\*\*\*Accessible with mobility and communication features

\*\*\*\* Adaptable with communication feature

**19 PSH Referrals will come from Inland Regional Center**

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	18	29366 Units 104**,106*, 114***, 122, 123****, 125*, 204, 206, 214, 222, 223,225 29377 Units 102, 103*,104*, 202, 203, 204
Two Bedroom/ One Bathroom	30%	3	29366 Units 116*, 121*, 126***
Three Bedroom/ Two Bathroom	30%	2	29366 Units 117****, 130*
Two Bedroom/ One Bathroom	50%	6	29366 Units 102*, 119, 219, 202 29377 Unit 107 *, 207
Three Bedroom/ Two Bathroom	50%	8	29366 Units 107, 113*, 120, 207, 220 29377 Units 106****, 105, 108,
	<b>Total</b>	<b>37 Units</b>	

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

- Contract rent for



- 1br \$1,780 - \$92 (Utility Allowance) = \$1,688 Contract Rent
- 2br \$2,211 - \$118 (Utility Allowance) = \$2,093 Contract Rent
- 2br \$2,977 - \$153 (Utility Allowance) = \$2,824 Contract Rent

## AHAP EXHIBIT C (Utilities)

### **Utilities**

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

### **Utilities paid by Owner:**

water, sewer, trash, electric (hot water)

### **Utilities paid by Residents:**

Telephone/cable, internet, electric (heating/cooling, cooking, other electric)

AHAP EXHIBIT C  
(services, maintenance, or equipment)

**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
- Dishwasher
- Refrigerator

AHAP EXHIBIT D

HUD 52530A Part 1 of HAP Contract

HUD 52530A Part 2 of HAP Contract



**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, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**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 Riverside (PHA) and  
Cambern Avenue Housing Associates, L.P. (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:

<date of first move-in> \_\_\_\_\_.

☐ **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:

20 Years.

- 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:

0\_\_\_\_\_.

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:

\_\_\_\_\_.

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- 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:

19 \_\_\_\_\_.

- 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Cambern Avenue Housing Associates, L.P.  *** See attached Signature Page
By:
Signature of authorized representative
Kevin Leichner, Senior Vice President
Name and official title (Print)
Date

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FORM APPROVED COUNTY COUNSEL

BY

AMRIT R. DHILLON

2/11/2025

DATE

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**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).

<b>STAGE NO. 1:</b> The Contract is hereby executed for the contract units in this stage.
<b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b>
<b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b>
<b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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<b>STAGE NO. 2:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
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

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**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

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(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

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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

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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 to 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's 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

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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.

## Exhibit A of HAP



## EXHIBIT A

Project Name: Cambern Avenue Apartments

Address: 29366 & 29377 3<sup>rd</sup> Street, Lake Elsinore, CA 92532

APN: 377-100-003, 377-380-003

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 37**

**Total Number Units in the Project: 76**

**Description and Quantity in Project:**

**PBV Units 37 of which 19 will have Permanent Supportive Housing (PSH)**

1 -bedroom units 18

2-bedroom units 9

3-bedroom units 10

**Total Units 76**

Manager's unit 1 (2-bedroom unit)

**Project Based Section 8 Voucher:** \*Accessible with mobility feature \*\*Accessible with communication feature

\*\*\*Accessible with mobility and communication features

\*\*\*\* Adaptable with communication feature

**19 PSH Referrals will come from Inland Regional Center**

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	18	29366 Units 104**,106*, 114***, 122, 123****, 125*, 204, 206, 214, 222, 223,225 29377 Units 102, 103*,104*, 202, 203, 204
Two Bedroom/ One Bathroom	30%	3	29366 Units 116*, 121*, 126***
Three Bedroom/ Two Bathroom	30%	2	29366 Units 117****, 130*
Two Bedroom/ One Bathroom	50%	6	29366 Units 102*, 119, 219, 202 29377 Unit 107 *, 207
Three Bedroom/ Two Bathroom	50%	8	29366 Units 107, 113*, 120, 207, 220 29377 Units 106****, 105, 108,
	<b>Total</b>	<b>37 Units</b>	

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

- Contract rent for

- 1br \$1,780 - \$92 (Utility Allowance) = \$1,688 Contract Rent
- 2br \$2,211 - \$118 (Utility Allowance) = \$2,093 Contract Rent
- 2br \$2,977 - \$153 (Utility Allowance) = \$2,824 Contract Rent

## 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
- Dishwasher
- Refrigerator

## HAP EXHIBIT C

### **Utilities**

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

### **Utilities paid by Owner:**

water, sewer, trash, electric (hot water)

### **Utilities paid by Residents:**

Telephone/cable, internet, electric (heating/cooling, cooking, other electric)

SAMPLE

## 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 A: 106, 109, 111

- 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 A: 123, 124

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



**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, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**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

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(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
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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

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

Previous editions are obsolete

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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 to 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's 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

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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

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

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

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### 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.

**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 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by 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 Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

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

### 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.

**Tenancy Addendum  
Section 8 Project-based  
Voucher Program**

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

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**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						
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\_\_\_\_\_  
Signature\_\_\_\_\_  
Date



**Tenancy Addendum**  
**Section 8 Project-based**  
**Voucher Program**  
(To be attached to Tenant Lease)

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

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**Part B: 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 only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial 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.

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

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

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

### b. Utilities and Appliances

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

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

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

## 8. Termination of Tenancy by Owner

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) 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. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

**f. Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) 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, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant 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.

**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.

### 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 not counted against the 25 percent per-project cap on PBV assistance.

**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.



**U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**OFFICE OF MULTIFAMILY HOUSING PROGRAMS**

**PROJECT-BASED SECTION 8 CONTRACT  
ADMINISTRATION**

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

This form is used when the Owner of a project wishes to grant a security interest in a Housing Assistance Payments Contract to a lender as security for a loan made by the lender to the Owner with respect to the project. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.



## **I. IDENTIFICATION OF ACC AND HAP CONTRACT**

**Annual Contributions Contract Number:** \_\_\_\_\_

**Section 8 HAP Contract Number:** PBV2-25-001

**Project Name:** Cambern Avenue Apartments

**Project Location:** 29366 & 29377 3<sup>rd</sup> Street  
Lake Elsinore, California 92532

**Assessor's Parcel Number** 377-100-003, 377-380-003

## II. NAMES

**Contract Administrator (PHA):**

Housing Authority of the County of Riverside

**Contract Administrator (PHA) address:**

5555 Arlington Avenue  
Riverside, California 92504-2506

**Owner:** Cambern Avenue Housing Associates, L.P.

**Owner address:**

3111 Camino Del Rio N  
Suite 800  
San Diego, California 92108

**Lender:** First-Citizens Bank & Trust Company

**Lender address:**

First-Citizens Bank & Trust Company  
222 2nd Street, 17th Floor  
San Francisco, California 94105  
Attn: Community Development Finance



### **III. 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 successors 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 or the HAP 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.

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.

## **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 and the HAP 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 \_\_\_\_\_

## **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**

**Cambern Avenue Housing Associates, L.P.**, a California limited partnership

By: CHW Cambern Avenue, LLC, a California limited liability company, its managing general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_  
Name: Kevin Leichner  
Title: Senior Vice President

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  
Cambern Avenue Housing Associates, L.P. (“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: 3/1/2025
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 180 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 540 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

Agreement to Enter into a PBV HAP Contract

HUD 52531A, Part 1 of 2  
(04/2023)

Previous Editions are obsolete

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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 C FR, 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of Riverside
By:
Signature of authorized representative
<b>Heidi Marshall, Executive Director</b> Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Cambern Avenue Housing Associates, L.P.  *** See attached Signature Page
By:
Signature of authorized representative
<b>Kevin Leichner, Senior Vice President</b> Name and official title (Print)
Date

Previous Editions are obsolete

FORM APPROVED COUNTY COUNSEL  
BY  AMRIT Dhillon  
DATE

Agreement to Enter into a PBV HAP Contract  
HUD 52531A, Part 1 of 2  
(04/2023)  
Page 18 of 18



**Cambern Avenue Housing Associates, L.P.**, a California limited partnership

By: CHW Cambern Avenue, LLC, a California limited liability company, its managing general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_

Name: Kevin Leichner

Title: Senior Vice President

By: CHW Cambern Avenue, LLC, a California limited liability company, its administrative general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_

Name: Kevin Leichner

Title: Senior Vice President

# **Exhibit A of AHAP**

Approved PBV Proposal

## PROJECT INFORMATION

The proposed Cambern Avenue Apartments is an infill, multi-family apartment development that comprises two separate parcels of land in the Highest Resource Opportunity area in Lake Elsinore, CA. The 4.02 total acreage will support 76 apartments, with 75 homes reserved for low-income families and individuals, with incomes ranging from 30% to 80% of Area Median Income (AMI), of which nineteen (19) will be permanent supportive housing units, reserved for individuals with disabilities. The development will play an important role in Community HousingWorks' objective to provide opportunities through stable homes in the transformation of these underutilized areas in the northeastern area of the community. The Project was awarded 37 Project Based Vouchers (18 in June 2023 and 19 in December 2023). Please find specific details of the project below:

### Project Data

Information	Site A	Site B
Address	29366 3 <sup>rd</sup> Street	29377 3 <sup>rd</sup> Street
Assessor Parcel Number	377-100-003	377-380-003
Census Tract	0427.50	
Total Number of Residential Buildings	1	1
Type of Project	Large Family and PSH	

### Number of Units by Bedroom Size – Site A

Bedroom Size	Number of units
1-bedroom	24
2-bedroom	24
3-bedroom	12
<b>Total</b>	<b>60</b>

### Number of Units by Bedroom Size – Site B

Bedroom Size	Total (by Unit Type)
1-bedroom	4
2-bedroom	4
3-bedroom	8
<b>Total</b>	<b>16</b>

### 37 Project Based Vouchers

#### Number and Bedroom Sizes of Project-Based Vouchers (PBV) – Site A

Bedroom Size	Total (by Unit Type)
1-bedroom	12
2-bedroom	7
3-bedroom	7
<b>Total</b>	<b>26</b>

#### Number and Bedroom Sizes of Project-Based Vouchers (PBV) – Site B

Bedroom Size	Total (by Unit Type)
1-bedroom	6
2-bedroom	2
3-bedroom	3
<b>Total</b>	<b>11</b>



## CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Suite 213A  
Sacramento, CA 95814  
p (916) 654-6340  
f (916) 654-6033  
[www.treasurer.ca.gov/ctcac](http://www.treasurer.ca.gov/ctcac)

### MEMBERS

FIONA MA, CPA, CHAIR  
State Treasurer

MALIA M. COHEN  
State Controller

JOE STEPHENSHAW  
Director of Finance

GUSTAVO VELASQUEZ  
Director of HCD

TIENA JOHNSON HALL  
Executive Director of CalHFA

November 25, 2024

EXECUTIVE DIRECTOR  
Marina Wiant

Meena Bavan, Director, and William M. Rhodes, Division Director  
Los Angeles Field Office  
U.S. Department of Housing and Urban Development  
300 North Los Angeles Street, Suite 4054  
Los Angeles, CA 90012

Re: Project Name: Cambern Avenue Apartments  
CTCAC #: CA-24-092  
Address: 29366 and 29377 3rd Street, Lake Elsinore, CA 92532  
Housing Authority: Housing Authority of the County of Riverside  
Owner: Cambern Avenue Housing Associates, LP  
General Partners: CHW Cambern Avenue, LLC  
Developer: Community HousingWorks

Dear Meena Bavan and William M. Rhodes:

Enclosed is a HERA Section 2835 Subsidy Layering Certification executed by Marina Wiant, Executive Director of the California Tax Credit Allocation Committee (CTCAC), for the captioned project. The review was conducted in accordance with Federal Register Volume 88, No.48, published on Monday, March 13, 2023.

The project is receiving assistance under the HUD Section 8 Project-based Voucher program, City of Lake Elsinore, County of Riverside – Permanent Local Housing Allocation Program (PHLA), federal low-income housing tax credits, and state low-income housing tax credits.

**Project Description:** This project is being developed by Community HousingWorks with vouchers from the Housing Authority of the County of Riverside (HACR). This project involves the new construction of 76 units, 75 of which are qualified affordable tax-credit units and 1 is a manager unit. The project will serve low income large family tenants. HACR intends to attach project-based vouchers to 37 units, which are 18 one-bedroom, 9 two-bedroom, and 10 three-bedroom units.



The CTCAC review is based upon documentation submitted by Community HousingWorks and HACR. The proposed contract rents set by HACR for the project-based vouchers assisted units do not exceed 110% of the 2024 Riverside-San Bernardino-Ontario, CA MSA FMRs. The proposed contract rents are deemed reasonable in comparison to market rents at:

<u>BR Size</u>	<u>Number of Units</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
1	18	\$1,688	\$84	\$1,772
2	9	\$2,093	\$118	\$2,211
3	10	\$2,824	\$153	\$2,977

Feel free to contact me at (916) 654-6340 or at [jacob.paixao@treasurer.ca.gov](mailto:jacob.paixao@treasurer.ca.gov) if you have any questions regarding this certification.

Sincerely,

Jacob Paixao  
Program Analyst

Attachments

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE  
HOUSING AND ECONOMIC RECOVERY ACT OF 2008 (HERA)  
SECTION 2835(a)(1)(M)(i) SUBSIDY LAYERING CERTIFICATION**

For purposes of the provision of Section 8 Project Based Voucher Assistance authorized pursuant to 42 U.S.C. 8(o)(13), pursuant to Section 2835(a)(1)(M)(i) of the Housing and Economic Recovery Act of 2008 (HERA), Section 102 of the Department of Housing and Urban Development Reform Act of 1989, and in accordance with HUD's Administrative Guidelines, all of which address the prevention of excess governmental subsidy, I hereby certify that the Section 8 project-based voucher assistance provided by the United States Department of Housing and Urban Development to the Housing Authority of the County of Riverside, located in the city of Riverside, for Cambern Avenue Apartments, **CTCAC #CA-24-092**, located in the city of Lake Elsinore, is not more than is necessary to provide affordable housing after taking into account other government assistance.

By: CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (CTCAC)



Marina Wiant  
Executive Director

November 25, 2024

Date



# 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

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

**Website: [harivco.org](http://harivco.org)**

June 24, 2024 (revised)

Community Housing Works  
Attn: Elizabeth Jewell  
3111 Camino del Rio North Suite 800  
San Diego, CA 92108

RE: Initial Rent Study – HCV Project-Based Vouchers  
Cambern Avenue Housing Associates, L.P.  
Cambern Apartments  
29366 & 29377 3<sup>rd</sup> St., Lake Elsinore, CA 92532

Dear Elizabeth Jewell,

In compliance with 24 Code of Federal Regulation (CFR) 983.301, the Housing Authority of the County of Riverside has conducted a rent comparability analysis to establish the estimated initial rents for the Project-Based Vouchers designated for the Cambern Apartments at Lake Elsinore. The analysis includes the Fair Market Rent (FMR) Rent Cap, estimated initial contract rent, the currently applicable utility allowance, and the total gross contract rent. These elements are crucial for determining the affordability and reasonableness of rent for the PBV units, ensuring they are in line with market rates and HUD guidelines.

## **PBV Contract Rent Determination**

<b>Bedroom Size</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>
Rent Requested by Owner	\$2,140	\$2,670	\$3,600
Reasonable Rent	\$2,054 per AffordableHousing.com	\$2,641 per AffordableHousing.com	\$2,999 per AffordableHousing.com
110% of 2024 FMR eff 10/1/23	(\$1,611 + \$161) \$1,772	(\$2,010 + \$201) \$2,211	(\$2,707 + \$270) \$2,977
less Utility Allowance eff 7/1/24	\$84	\$118	\$153
FMR Rent Cap	\$1,688	\$2,093	\$2,824
<b>Lower of Reasonable Rent, Rent Requested by Owner or FMR Rent Cap</b>	<b>\$1,688</b>	<b>\$2,093</b>	<b>\$2,824</b>

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) 343-5434.

Sincerely,

*Erlan Gonzalez*

Erlan Gonzalez  
Principal Development Specialist

#### **24 Code of Federal Regulations (CFR) 983.301 Determining the rent to owner.**

(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.

(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, **the rent to owner must not exceed the lowest of:**

(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance; (2) The reasonable rent; or (3) The rent requested by the owner.

(c) *Rent to owner for certain tax credit units.* (1) This paragraph (c) applies if: (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42); (ii) The contract unit is not located in a qualified census tract; (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section. (2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of: (i) The tax credit rent minus any utility allowance; (ii) The reasonable rent; or (iii) The rent requested by the owner. (3) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance). (4) A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which: (i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or (ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(d) *Rent to owner for other tax credit units.* Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.

(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with § 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

(ii) *Redetermination of rent to owner.* When redetermining the rent to owner, the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

*Note: 24 CFR 983.301(c) pertaining to tax credits mentioned above is not applicable when the development/unit is located within a Qualified Census Tract (QCT).*

#### **24 CFR 983.302 Redetermination of rent to owner.**

(a) The PHA must redetermine the rent to owner:

(1) Upon the owner's request; or (2) When there is a 10 percent decrease in the published FMR.

(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to § 983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)

(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must be submitted in the form and manner required by the PHA.

*[Refer to 24 CFR 983.1, 983.2, 983.308(g)(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.]*

(3) The PHA may not approve, and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment. (2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except: (i) To correct errors in calculations in accordance with HUD requirements; (ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or (iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with 24 CFR 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. (2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

**24 CFR 983.207(c) Staged completion of contract units.** Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.



# 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. 2577-0169  
(exp. 04/30/2026)

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

Locality/PHA Housing Authority of the County of Riverside, CA		Unit Type: Multi-Family (Apartment)				Date (mm/dd/yyyy) <b>7-1-2024</b>	
Utility of Service (Standard)	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$19.00	\$22.00	\$25.00	\$27.00	\$28.00	\$31.00
	Bottle Gas	\$60.00	\$69.00	\$78.00	\$87.00	\$92.00	\$101.00
	Electric (avg)	\$16.00	\$19.00	\$23.00	\$27.00	\$32.00	\$36.00
	Fuel Oil						
Cooking	Natural Gas	\$5.00	\$5.00	\$8.00	\$9.00	\$13.00	\$14.00
	Bottle Gas	\$14.00	\$14.00	\$23.00	\$32.00	\$41.00	\$46.00
	Electric (avg)	\$8.00	\$10.00	\$14.00	\$19.00	\$23.00	\$27.00
Other Electric	Non-SCE (avg)	\$26.00	\$30.00	\$42.00	\$54.00	\$66.00	\$77.00
Other Electric	SCE (Monthly Credit)	\$30.00	\$38.00	\$58.00	\$78.00	\$98.00	\$119.00
Air Conditioning		\$14.00	\$17.00	\$23.00	\$29.00	\$36.00	\$42.00
Water Heating	Natural Gas	\$9.00	\$11.00	\$16.00	\$20.00	\$25.00	\$30.00
	Bottle Gas	\$32.00	\$37.00	\$50.00	\$64.00	\$78.00	\$96.00
	Electric (avg)	\$19.00	\$22.00	\$28.00	\$35.00	\$41.00	\$47.00
	Fuel Oil						
Water	(avg)(MF)	\$27.00	\$27.00	\$30.00	\$32.00	\$35.00	\$38.00
Sewer	(avg)(MF)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
Trash Collection	(avg)	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
Other specify: Electric Charge \$25.83 (Non SCE/Non-Rev Public Monthly)		\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Other specify: Natural Gas Charge \$5.10		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Other specify: Electric Charge \$41.79 (Monthly (Riverside Public Utilities))		\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
					Heating		
Head of Household Name					Cooking		
					Other Electric		
					Air Conditioning		
					Water Heating		
Unit Address					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		

\$84 \$118 \$153

adapted from form HUD-52667  
(04/2023)



The Nelrod Company 1/2024 Update





## FY 2024 FAIR MARKET RENT DOCUMENTATION SYSTEM

10/1/2023 - 9/30/2024

The FY 2024 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2024 & Final FY 2023 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2024 FMR	\$1,517	\$1,611	\$2,010	\$2,707	\$3,304

The Riverside-San Bernardino-Ontario, CA MSA consists of the following counties: Riverside County, CA; and San Bernardino County, CA. All information here applies to the entirety of the Riverside-San Bernardino-Ontario, CA MSA.

### FY 2024 FMR EFFECTIVE 10/1/2023 THROUGH 9/30/2024

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024\\_code/2024summary.odn?&year=2024&fmrtype=Final&cbsasub=METRO40140M40140](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary.odn?&year=2024&fmrtype=Final&cbsasub=METRO40140M40140)

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
\$1,517	\$1,611	\$2,010	\$2,707	\$3,304	\$3,799	\$4,295	\$4,790

### CALCULATE 110% OF FMR BY BEDROOM SIZE (MUST ROUND DOWN)

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
100% FMR	\$1,517	\$1,611	\$2,010	\$2,707	\$3,304	\$3,799	\$4,295	\$4,790
10% FMR	151	161	201	270	330	379	429	479
110% FMR	\$1,668	\$1,772	\$2,211	\$2,977	\$3,634	\$4,178	\$4,724	\$5,269

### Proceed to next step of deducting utility allowance from 110% of FMR to determine FMR RENT CAP

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	\$1,668	\$1,772	\$2,211	\$2,977	\$3,634	\$4,178	\$4,724	\$5,269
Minus Utility Allowance		\$84	\$118	\$153				
FMR RENT CAP		\$1,688	\$2,093	\$2,824				

Attach Utility Allowance Calculation for each BR Size



## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	15195 Lincoln St A11	16460 Joy St C	2088 E Lakeshore Dr E21
Model		1/1/0/640	1/1/0/700	1/1/0/781
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92530
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		2.89	2.65	2.76
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	637	640	700	781
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Superior / Adj: -\$25.92
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$182.50	Inferior / Adj: \$165.50	Inferior / Adj: \$199.20
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$15.00	Inferior / Adj: \$15.00	Inferior / Adj: \$15.00
<b>MAINTENANCE</b>				
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
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Heat Pump	Unknown
Parking	1 Covered Space	Unknown	1 - Carport	Unknown
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00	Superior / Adj: -\$15.00	Inferior / Adj: \$30.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		5/31/2024	5/18/2024	9/6/2023
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,140.00	\$1,825.00	\$1,655.00	\$1,992.00
Actual Rent				
Adjustment		\$227.50	\$165.50	\$218.28
Adjusted Monthly Rent		\$2,052.50	\$1,820.50	\$2,210.28
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction				
1,581 Similar 1 bedroom comparables in Riverside County				
28 Similar 1 bedroom comparables in the City of Lake Elsinore				
84 Within 4.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,054.57.				
The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.				
Requested Rent Amount: \$2,140.00 Rent Approved: \$2,054.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$2,140.00 IS NOT reasonable, and the approved rent of \$2,054.00 IS reasonable.				

Certification ID [6A5DAC28-D988-493B-A39B-D1BB8F31AA34](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 1

Family Name Cambern Apts

Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE

Page 1 of 2 excluding appendices.



## Rent Reasonable Valuation

	<b>Subject</b>	<b>Comparable 4</b>		
Address	29366 3rd St	15120 Grand Ave E31		
Model		1/1/0/670		
City	Lake Elsinore 92532	Lake Elsinore 92530		
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		3.81		
Adjustment		Similar / Adj: \$0.00		
<b>Size</b>				
Beds/Baths/Half Baths	1/1/0	1/1/0		
Sq. Ft.	637	670		
Adjustment		Similar / Adj: \$0.00		
<b>TYPE</b>				
Property Type	apartment	apartment		
Adjustment		Similar / Adj: \$0.00		
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00		
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$190.00		
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant		
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant		
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant		
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner		
Water Type / Paid By	City Water / Owner	City Water / Owner		
Lights / Other Electric	Tenant	Tenant		
Adjustment		Inferior / Adj: \$15.00		
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		
Adjustment		Similar / Adj: \$0.00		
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove		
AC	Central	Central		
Heat	Central	Unknown		
Parking	1 Covered Space	Unknown		
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00		
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing		
Date Listed		9/22/2023		
Date Rented				
Listing Status		Rented		
Asking Rent	\$2,140.00	\$1,900.00		
Actual Rent				
Adjustment		\$235.00		
Adjusted Monthly Rent		\$2,135.00		

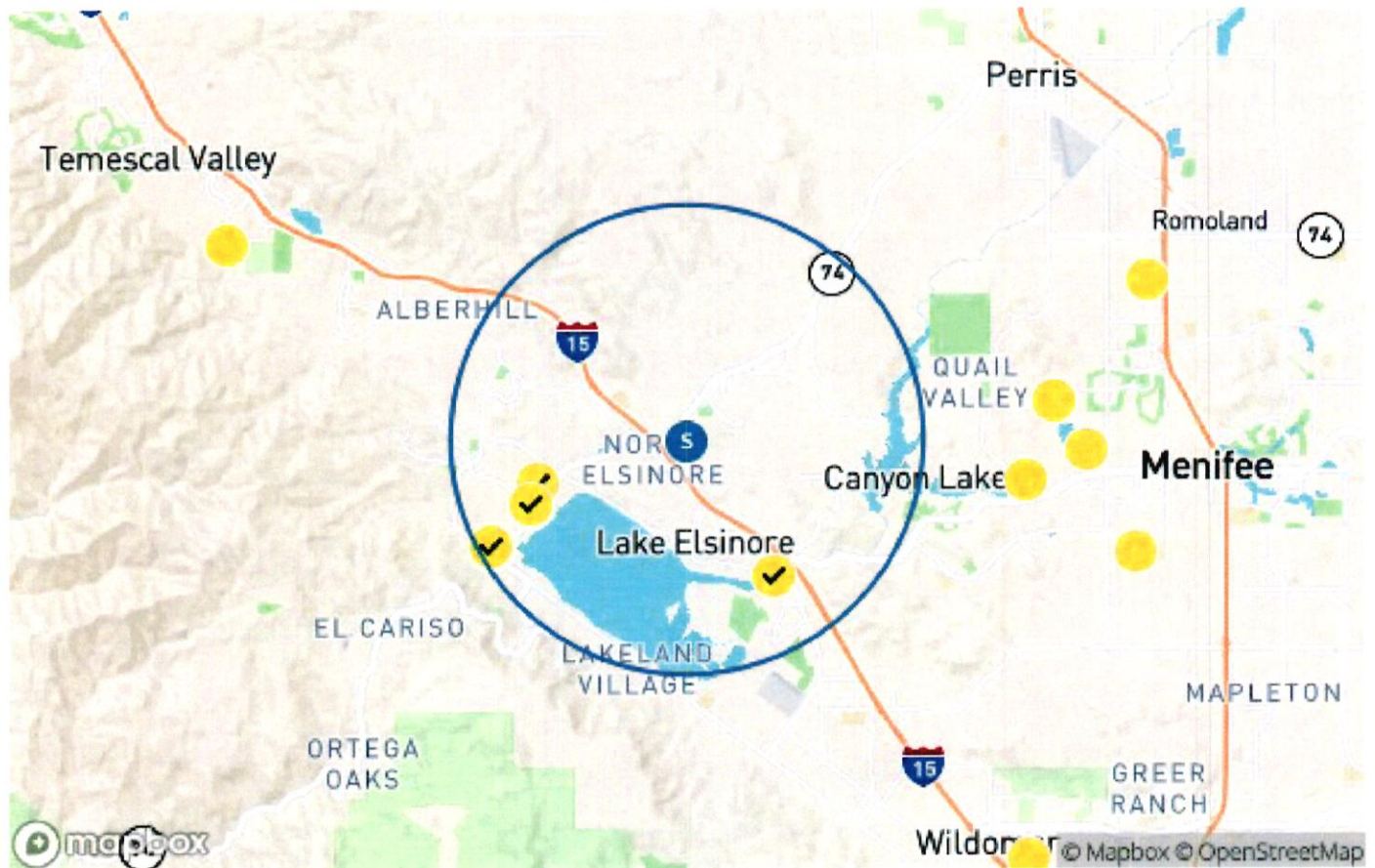
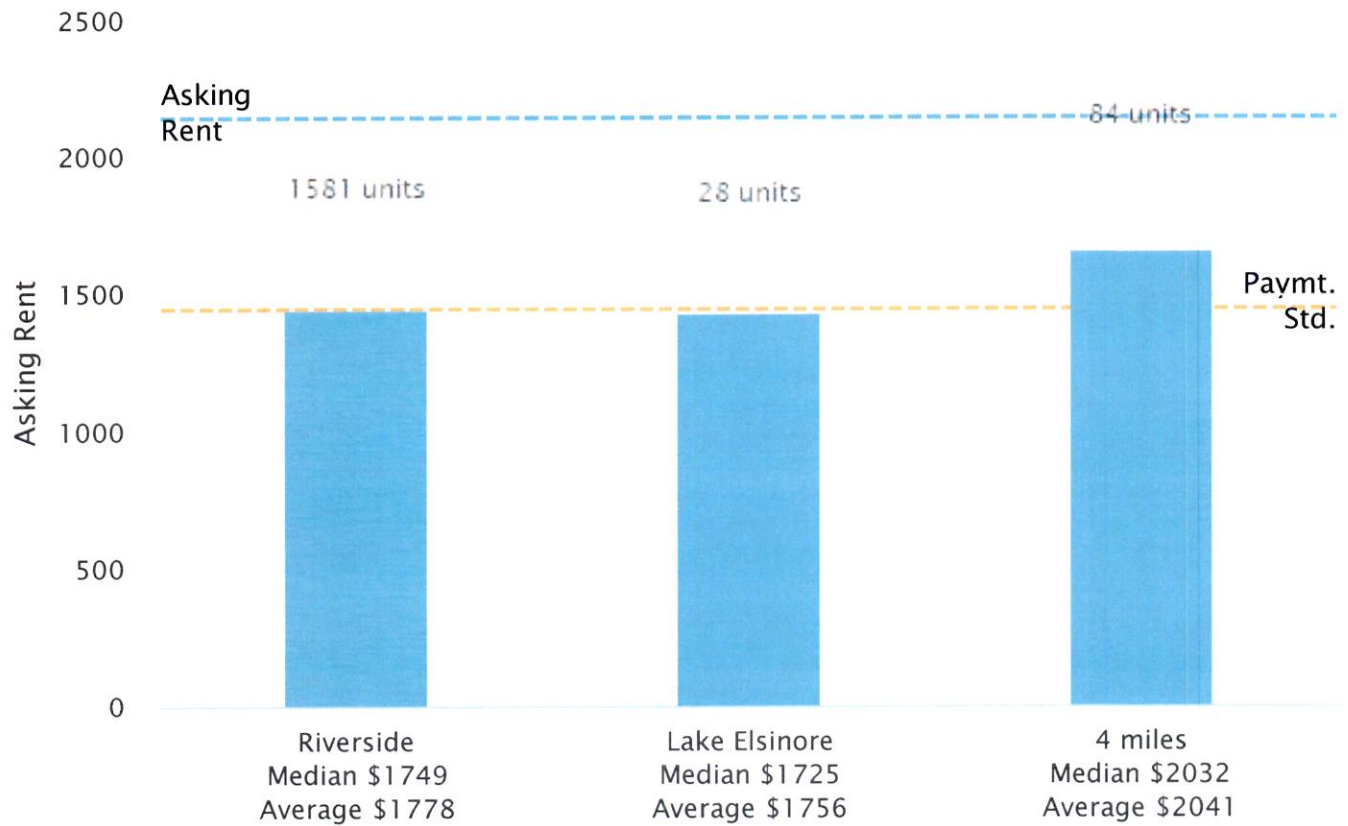
<b>COMPARABLE BREAKDOWN</b>	
14,879 Recent comparables in jurisdiction	
1,581 Similar 1 bedroom comparables in Riverside County	
28 Similar 1 bedroom comparables in the City of Lake Elsinore	
84 Within 4.00 miles	
<b>CERTIFICATION</b>	
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,054.57.	
The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.	
Requested Rent Amount: \$2,140.00 Rent Approved: \$2,054.00.	
RR Certifier Signature: <u>Erlan Gonzalez</u>	
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 \$2,140.00 IS NOT reasonable, and the approved rent of \$2,054.00 IS reasonable.	

Certification ID <a href="#">6A5DAC28-D988-493B-A39B-D1BB8F31AA34</a> Certification Date 2024-6-24 Version AVM 6.1, RRC 7.0, RW5 Client Reference Voucher Bedroom 1 Family Name Cambern Apts Housing Authority Housing Authority of the County of Riverside Certifier Erlan Gonzalez Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE Page 2 of 2 excluding appendices.	
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# Local Market Analysis



The adjusted reasonable rent range is \$1,820.50 to \$2,210.28.

Comparable 1:	<b>\$2,052.50</b>	87.58% Somewhat Similar
Comparable 2:	<b>\$1,820.50</b>	89.09% Somewhat Similar
Comparable 3:	<b>\$2,210.28</b>	88.07% Somewhat Similar
Comparable 4:	<b>\$2,135.00</b>	87.65% Somewhat Similar

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

Comparable 1:

Quality for comparable is inferior to subject (\$182.50 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$227.50)

Comparable 2:

Quality for comparable is inferior to subject (\$165.50 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Total adjustment for this property is (\$165.50)

Comparable 3:

Living area for comparable is superior to subject (-\$25.92 adjustment)  
Quality for comparable is inferior to subject (\$199.20 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$218.28)

Comparable 4:

Quality for comparable is inferior to subject (\$190.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$15.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$235.00)

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.



## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	2088 E Lakeshore Dr A32	107 S Lewis St E22	39415 Ardenwood Way
Model		2/2/0/1086	2/2/0/950	2/2/0/1103
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92532
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		2.76	1.66	0.51
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	2/1/0	2/2/0	2/2/0	2/2/0
Sq. Ft.	809	1086	950	1103
Adjustment		Superior / Adj: -\$94.86	Superior / Adj: -\$70.38	Superior / Adj: -\$97.92
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			2007
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Inferior / Adj: \$244.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$254.10	Inferior / Adj: \$212.00	Inferior / Adj: \$244.00
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Owner
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Owner
Adjustment		Inferior / Adj: \$18.00	Inferior / Adj: \$18.00	Superior / Adj: -\$145.00
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Inferior / Adj: \$10.00
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Cable, Fireplace
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Central
Parking	1 Covered Space	Unknown	Unknown	1 - Carport
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$30.00	Inferior / Adj: \$30.00	Superior / Adj: -\$55.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		3/31/2024	9/11/2023	5/17/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,670.00	\$2,541.00	\$2,120.00	\$2,440.00
Actual Rent				
Adjustment		\$207.24	\$189.62	\$200.08
Adjusted Monthly Rent		\$2,748.24	\$2,309.62	\$2,640.08
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction 3,355 Similar 2 bedroom comparables in Riverside County 48 Similar 2 bedroom comparables in the City of Lake Elsinore 70 Within 3.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,641.55.				
The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.				
Requested Rent Amount: \$2,670.00 Rent Approved: \$2,641.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$2,670.00 IS NOT reasonable, and the approved rent of \$2,641.00 IS reasonable.				

Certification ID [BD814BAA-7BF3-455A-9CF5-C92DA80214D9](#)

Certification Date 2024-6-24

Version AVM 6.1, RRC 7.0, RW5

Client Reference

Voucher Bedroom 2


Family Name Cambern Apts

Housing Authority Housing Authority of the County of Riverside

Certifier Erlan Gonzalez

Utility Schedule 7/23 Riverside / Multi- Family/ Energy Efficient/ Non-SCE

Page 1 of 2 excluding appendices.





## Rent Reasonable Valuation

	<b>Subject</b>	<b>Comparable 4</b>		
Address	29366 3rd St	39415 Ardenwood Way		
Model		2/2/0/1212		
City	Lake Elsinore 92532	Lake Elsinore 92532		
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		0.51		
Adjustment		Similar / Adj: \$0.00		
<b>Size</b>				
Beds/Baths/Half Baths	2/1/0	2/2/0		
Sq. Ft.	809	1212		
Adjustment		Superior / Adj: -\$117.54		
<b>TYPE</b>				
Property Type	apartment	apartment		
Adjustment		Similar / Adj: \$0.00		
<b>AGE</b>				
Year Built	2025	2007		
Adjustment		Inferior / Adj: \$251.90		
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$251.90		
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant		
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant		
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant		
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner		
Water Type / Paid By	City Water / Owner	City Water / Owner		
Lights / Other Electric	Tenant	Tenant		
Adjustment		Inferior / Adj: \$18.00		
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		
Adjustment		Similar / Adj: \$0.00		
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Fireplace		
AC	Central	Central		
Heat	Central	Central		
Parking	1 Covered Space	1 - Carport		
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -\$55.00		
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing		
Date Listed		5/20/2024		
Date Rented				
Listing Status		Rented		
Asking Rent	\$2,670.00	\$2,519.00		
Actual Rent				
Adjustment		\$349.26		
Adjusted Monthly Rent		\$2,868.26		

**COMPARABLE BREAKDOWN**

14,879 Recent comparables in jurisdiction  
 3,355 Similar 2 bedroom comparables in Riverside County  
 48 Similar 2 bedroom comparables in the City of Lake Elsinore  
 70 Within 3.00 miles

**CERTIFICATION**

I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,641.55.  
 The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.  
 Requested Rent Amount: \$2,670.00 Rent Approved: \$2,641.00.

RR Certifier Signature: Erlan Gonzalez  
 QC Certifier Signature: \_\_\_\_\_

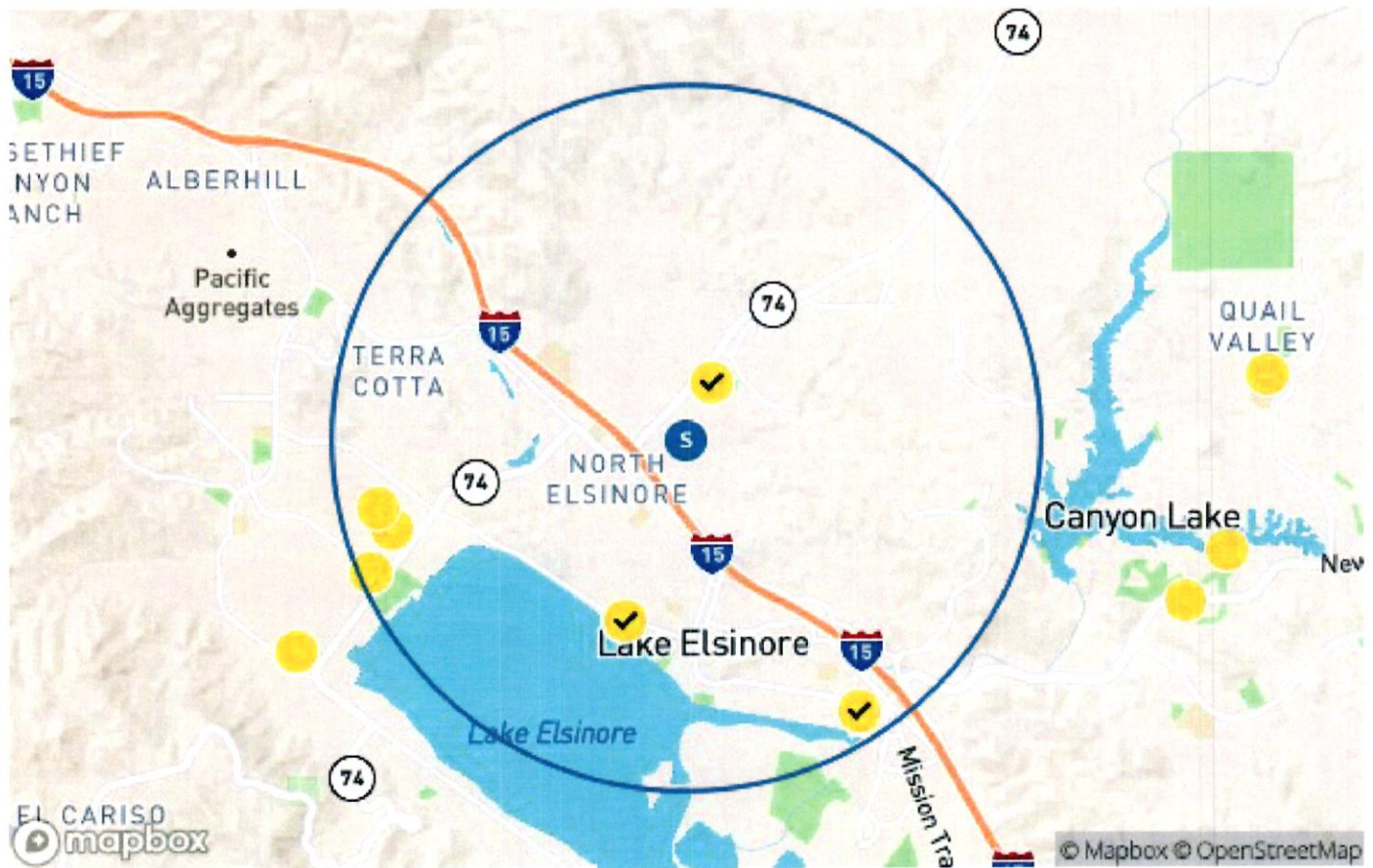
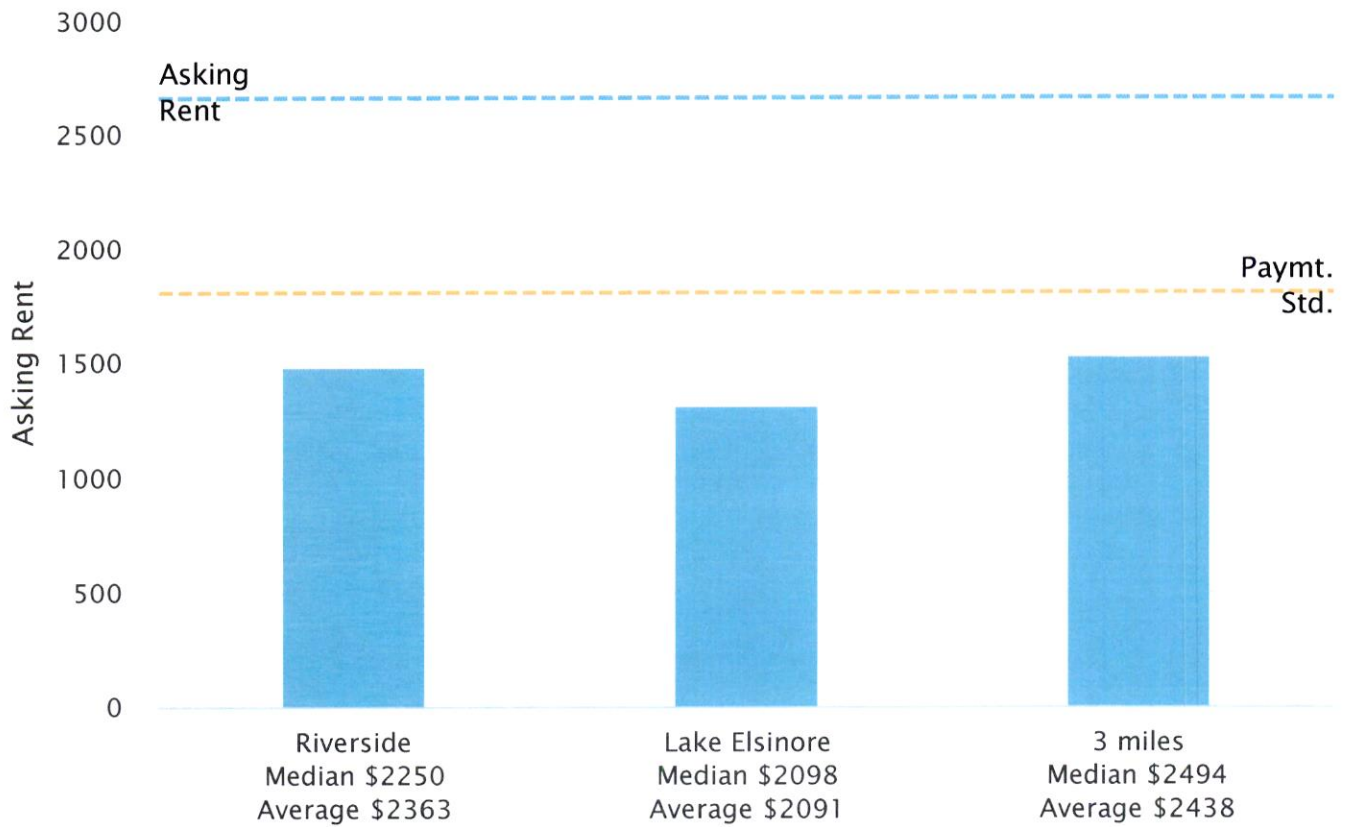
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of \$2,670.00 IS NOT reasonable, and the approved rent of \$2,641.00 IS reasonable.

Certification ID [BD814BAA-7BF3-455A-9CF5-C92DA80214D9](#)  
 Certification Date 2024-6-24  
 Version AVM 6.1, RRC 7.0, RW5  
 Client Reference  
 Voucher Bedroom 2  
 Family Name Cambern Apts  
 Housing Authority Housing Authority of the County of Riverside  
 Certifier Erlan Gonzalez  
 Utility Schedule 7/23 Riverside / Multi- Family/ Energy Efficient/ Non-SCE  
 Page 2 of 2 excluding appendices.

□



# Local Market Analysis



The adjusted reasonable rent range is \$2,309.62 to \$2,868.26.

Comparable 1:	<b>\$2,748.24</b>	89.07% Somewhat Similar
Comparable 2:	<b>\$2,309.62</b>	88.71% Somewhat Similar
Comparable 3:	<b>\$2,640.08</b>	80.01% Somewhat Similar
Comparable 4:	<b>\$2,868.26</b>	80.18% Somewhat 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 (-\$49.86 adjustment)  
Quality for comparable is inferior to subject (\$254.10 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$207.24)

Comparable 2:

Living area for comparable is superior to subject (-\$25.38 adjustment)  
Quality for comparable is inferior to subject (\$212.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$189.62)

Comparable 3:

Living area for comparable is superior to subject (-\$52.92 adjustment)  
Condition for comparable is inferior to subject (\$244.00 adjustment)  
Quality for comparable is inferior to subject (\$244.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Heating utility for comparable is superior to subject (-\$29.00 adjustment)  
Cooking utility for comparable is superior to subject (-\$9.00 adjustment)  
Other electric utility for comparable is superior to subject (-\$42.00 adjustment)  
Cooling utility for comparable is superior to subject (-\$18.00 adjustment)  
Range/Stove utility for comparable is superior to subject (-\$11.00 adjustment)  
Refrigerator utility for comparable is superior to subject (-\$12.00 adjustment)  
Electric service charge for comparable is superior to subject (-\$24.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$200.08)

Comparable 4:

Living area for comparable is superior to subject (-\$72.54 adjustment)  
Condition for comparable is inferior to subject (\$251.90 adjustment)  
Quality for comparable is inferior to subject (\$251.90 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)



Hot water utility for comparable is inferior to subject (\$18.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$349.26)

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.



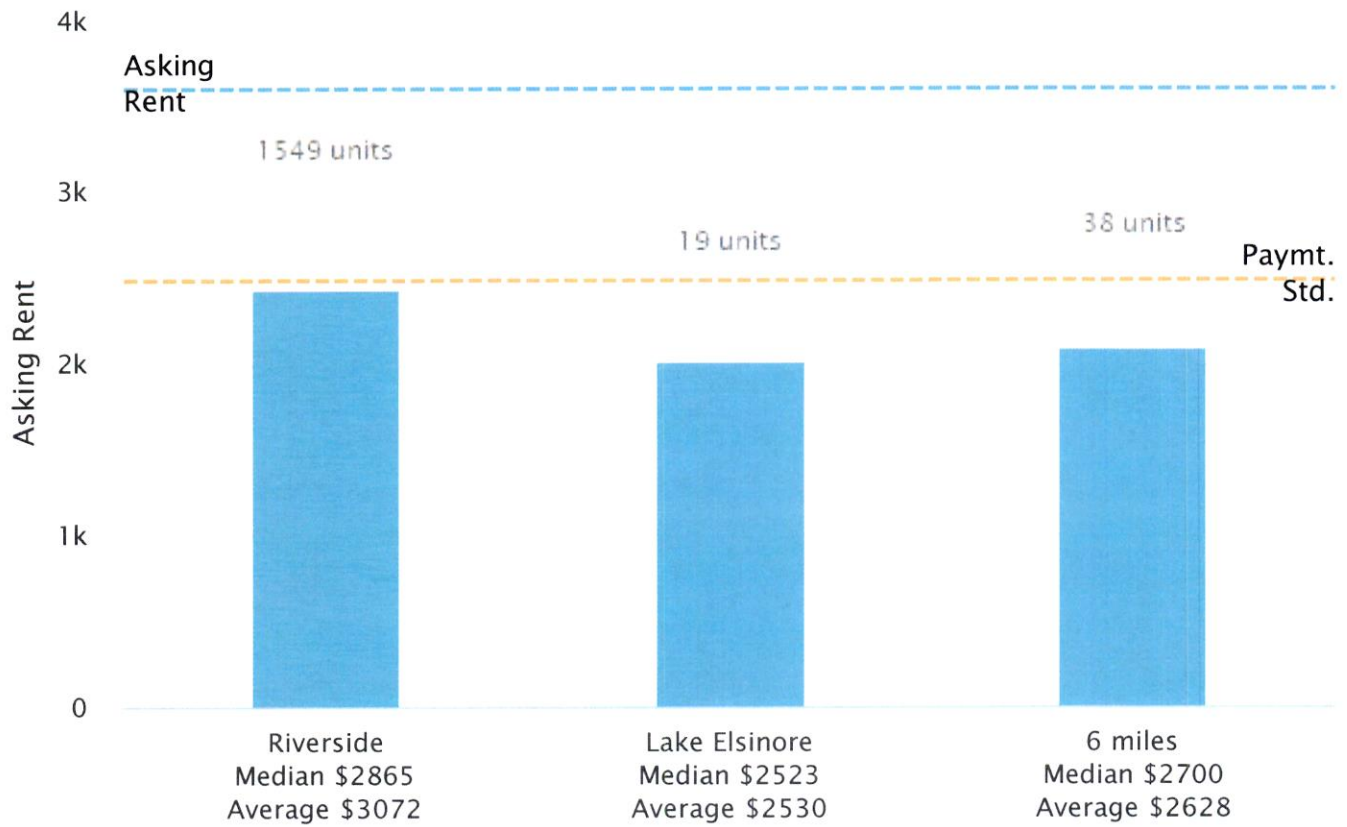
## Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	29366 3rd St	556 Enzo St Lake	31144 Kansas St	556 Enzo St
Model		3/3/0/0	3/2/0/1240	3/2/1/1667
City	Lake Elsinore 92532	Lake Elsinore 92530	Lake Elsinore 92530	Lake Elsinore 92530
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		5.84	2.17	5.84
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	3/2/0	3/3/0	3/2/0	3/2/1
Sq. Ft.	1019	0	1240	1667
Adjustment		Superior / Adj: -\$45.00	Superior / Adj: -\$39.78	Superior / Adj: -\$146.64
<b>TYPE</b>				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>AGE</b>				
Year Built	2025			
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Excellent	Average	Average	Average
Adjustment		Inferior / Adj: \$280.00	Inferior / Adj: \$280.00	Inferior / Adj: \$280.00
<b>UTILITIES</b>				
Heat	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Electric / Tenant
Sewer 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
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$38.00	Inferior / Adj: \$38.00	Inferior / Adj: \$38.00
<b>MAINTENANCE</b>				
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
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove	Garbage Disposal, Onsite Laundry, Pool, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Central
Parking	1 Covered Space	2 - Car Garage	1 - Carport	2 - Car Garage
Exterior Features	Balcony			
Lot Size				
Adjustment		Superior / Adj: -\$65.00	Inferior / Adj: \$5.00	Superior / Adj: -\$65.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		12/18/2023	7/19/2023	2/7/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$3,600.00	\$2,800.00	\$2,800.00	\$2,800.00
Actual Rent				
Adjustment		\$208.00	\$283.22	\$106.36
Adjusted Monthly Rent		\$3,008.00	\$3,083.22	\$2,906.36
<b>COMPARABLE BREAKDOWN</b>				
14,879 Recent comparables in jurisdiction				
1,549 Similar 3 bedroom comparables in Riverside County				
19 Similar 3 bedroom comparables in the City of Lake Elsinore				
38 Within 6.00 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 06/24/2024 to be \$2,999.19.				
The adjusted reasonable rent range is \$2,906.36 to \$3,083.22.				
Requested Rent Amount: \$3,600.00 Rent Approved: \$2,999.00.				
RR Certifier Signature: <u>Erlan Gonzalez</u>				
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 \$3,600.00 IS NOT reasonable, and the approved rent of \$2,999.00 IS reasonable.				

Certification ID <a href="#">06F60089-6FBC-4048-BC3A-13965BE8A9F4</a> Certification Date 2024-6-24 Version AVM 6.1, RRC 7.0, RW5 Client Reference Voucher Bedroom 3 Family Name Cambern Apts Housing Authority Housing Authority of the County of Riverside Certifier Erlan Gonzalez Utility Schedule 7/23 Riverside / Multi- Family/ Standard/ SCE Page 1 of 1 excluding appendices.
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# Local Market Analysis



The adjusted reasonable rent range is \$2,906.36 to \$3,083.22.

Comparable 1:	<b>\$3,008.00</b>	89.95% Somewhat Similar
Comparable 2:	<b>\$3,083.22</b>	88.81% Somewhat Similar
Comparable 3:	<b>\$2,906.36</b>	90.92% Very Similar

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

Comparable 1:

Quality for comparable is inferior to subject (\$280.00 adjustment)  
Full bath count for comparable is superior to subject (-\$45.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Parking for comparable is superior to subject (-\$40.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$208.00)

Comparable 2:

Living area for comparable is superior to subject (-\$39.78 adjustment)  
Quality for comparable is inferior to subject (\$280.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is inferior to subject (\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Pool for comparable is superior to subject (-\$25.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$283.22)

Comparable 3:

Living area for comparable is superior to subject (-\$116.64 adjustment)  
Quality for comparable is inferior to subject (\$280.00 adjustment)  
Half bath count for comparable is superior to subject (-\$30.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Parking for comparable is superior to subject (-\$40.00 adjustment)  
Hot water utility for comparable is inferior to subject (\$38.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$106.36)

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MENU



## 2023 and 2024 Small DDAs and QCTs

### Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 21, 2023.

Current zoom: 13

Select Year:

☒ 2024 ☐ 2023

Select Layer(s):

☒ LIHTC Projects (Zoom 11+)

☒ FMR Outlines (Zoom 4+)

☒ Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas



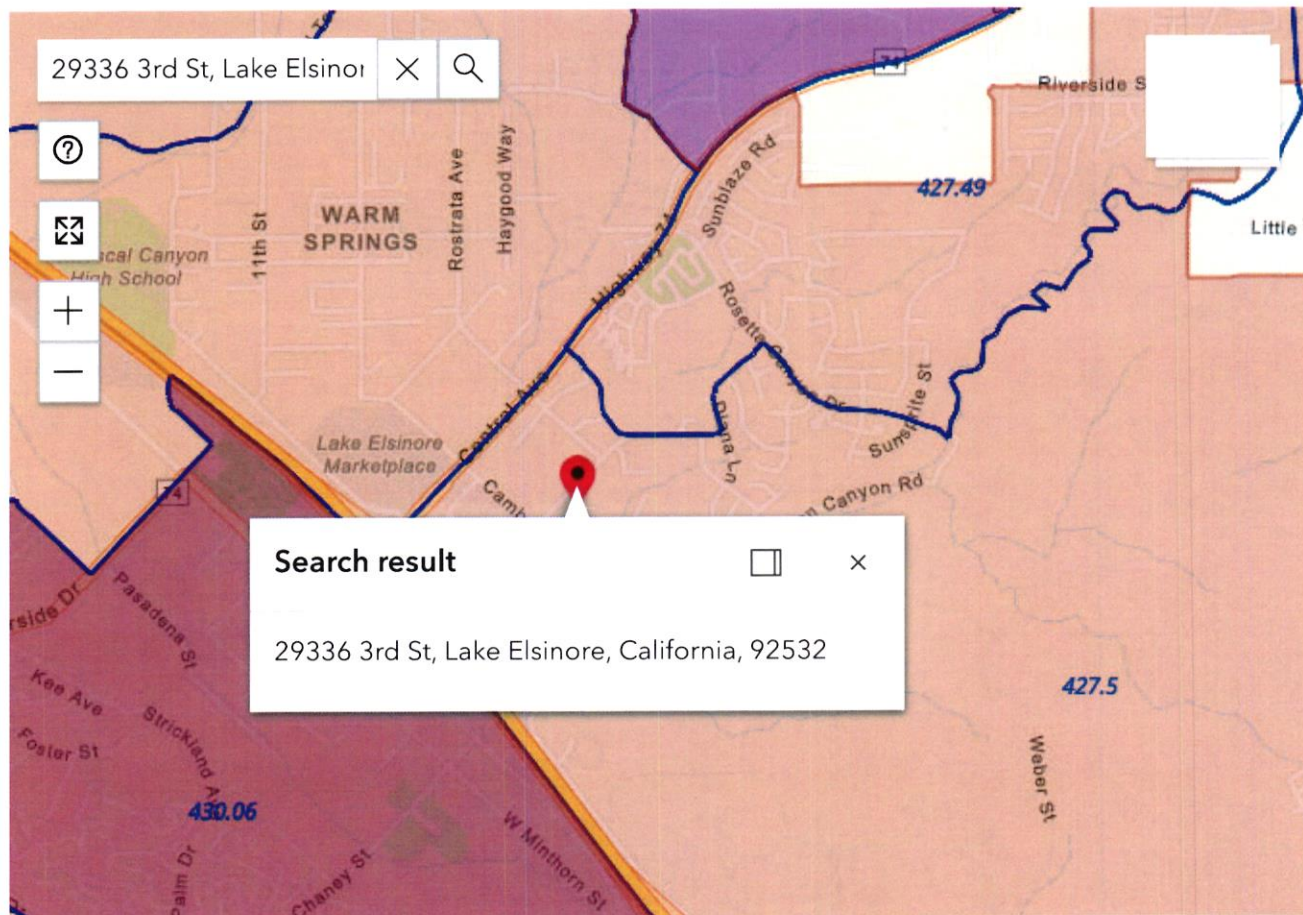
Small Difficult Development Areas



☒ Color QCT Qualified Tracts (Zoom 7+)



Tracts Outline (Zoom 11+)



County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, M... Powered by Esri

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#### HUD USER

P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691 **TDD:** 1-800-927-7589

**Local:** 1-202-708-3178 **Fax:** 1-202-708-9981





## Request for Reasonable Rent Study

Developer Name: Cambern Avenue Housing Associates, L.P.

Developer Address: c/o Community HousingWorks, 3111 Camino del Rio North Suite 800, San Diego, CA 92108

Developer Contact Elizabeth Jewell

Developer Phone: (619) 795-0221

Developer Email: ejewell@chworks.org

Project Name: Cambern Apartments

Project Address: 29366 & 29377 3rd Street, Lake Elsinore, CA 92532

New Construction or Existing: New Construction

Standard Utility Allowance or Energy Efficient? Standard

If energy efficient (EE), must attach proof that you have been approved to use the EE allowance by the Housing Authority.

Number of units: 76 (includes 1 mgr unit) Number of Project Based Vouchers: 37

Rent Requested by Owner:

One BR: \$ \$2140 (small area FMR)

Two BR: \$ \$2670 (small area FMR)

Three BR: \$ \$3600 (small area FMR)

Four BR: \$

Other:  : \$

Square Footage of Units and number of bathrooms (full/half):

One BR: 661 SQ FT # Bathrooms 1

Half or Full: Full

Two BR: 809 SQ FT # Bathrooms 1

Half or Full: Full

Three BR: 1019 SQ FT # Bathrooms 2

Half or Full: Full

Four BR:  SQ FT # Bathrooms

Half or Full:

Other:  SQ FT # Bathrooms

Half or Full:

Utilities and who responsible (Owner or Tenant):

Electric Service Provider: SCE Who pays? Owner or Tenant? Tenant

Is heating gas or electric? Electric Who pays? Owner or Tenant? Tenant

Is the unit heated by Hydronic Heat?

Is water heating gas or electric? Gas Who pays? Owner or Tenant? Owner

Is Stove gas or electric? Electric Who pays? Owner or Tenant? Tenant

Who provides the Stove? Owner Who provides the Refrigerator? Owner Is a microwave provided?

Who pays for Water? Owner

Who pays for Sewer? Owner

Who pays for Trash? Owner

Amenities:

Is there a garbage disposal? Yes Does/Will the unit have a dishwasher? Yes

Does/Will the unit have ceiling fans? Yes

Does/Will the units have washer and dryer hookups?  Is a washer or dryer provided? Community laundry room

Does/Will the property have an on-site laundry room? Yes

Does/Will the units have a covered parking space? Yes Is the property gated? Yes

Does/Will the property have a swimming pool? No Does Owner provide Pest Control? Yes Lawn Care? N/A - turf

Any other amenities? If so, please list? Community Building & kitchen, Conference & meeting space, ADA-accessible and adaptable features, Wiring and backing for electronic media, Vinyl plank flooring, Courtyard,

Children's play area, Recreational turf area, Outdoor dining area, relief area, Energy-star appliances

Developer Signature: Elizabeth Jewell Date: 6/21/2024



# 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

June 24, 2024

Ryan DuMars  
Cambern Avenue Housing Associates, LP  
3111 Camino del Rio North Suite 800  
San Diego, CA 92108

**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](http://harivco.org)

RE: Cambern Apartments, Lake Elsinore, CA

Dear Simon Fraser:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposals were selected to receive Project Based Vouchers (PBVs) pursuant to two separate Requests for Proposal released by the HACR on June 2, 2023 and January 11, 2024. The HACR is reserving funding for thirty-seven (37) PBVs for a twenty (20) year contract term.

**Estimate Amount of Subsidy:**

Unit Size	Units	Contract Rent	Monthly	Months	Annual	Years	AHAP Term 20 Years
1-Bedroom	18	\$1,688.00	\$30,384.00	12	\$364,608.00	20	\$7,292,160.00
2-Bedroom	09	\$2,093.00	\$1,8837.00	12	\$ 226,044.00	20	\$4,520,880.00
3-Bedroom	10	\$2,824.00	\$28,240.00	12	\$ 338,880.00	20	\$6,777,600.00
	37					<b>Total:</b>	\$18,590,640.00

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 July 31, 2025, 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 July 31, 2025.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Mervyn Manalo", with a stylized flourish at the end.

Mervyn Manalo  
Supervising Development Specialist  
Housing Authority of the County of Riverside



# **Exhibit B of AHAP**

Project Description

## **SITE AND PROJECT NARRATIVE**

The Project site is located at 29366 and 29377 Third Street in Lake Elsinore, California. The targeted population for the project is large families and permanent supportive housing, as the development consists of a mix of one, two, and three bedroom units each with 1-2.5 bathrooms, a kitchen, and a family room. They are constructed in a two-story garden style walk-up configuration with stair access. The site is conveniently located near a host of amenities.

The Project has one building on each site – the smaller site will have 16 units and the larger site will have 60 units, the community building with leasing office, interview room and social services space. The project will have ample social services space in the community building to house the case managers and host the social services for the residents that require assistance. The laundry room is located in the community building encouraging resident interaction and creation of community while they do household activities. The landscaped grounds include the children's play area and space for additional recreational activities. There is an additional laundry room and play area on the smaller parcel for convenience to those residents. The site will include suitable, sustainable plantings, such as California natives and naturalized in order to reduce irrigation usage but provide a pleasing and seasonal palate of plants.

The unit mix is 26 1BR units (661 sq. ft.), 30 2 BR units (809 sq. ft.), and 20 3BR units (1019 sq. ft.), including one 2 BR manager unit. There will be 19 accessible units on the first floors of the buildings for permanent supportive housing residents. There will be 122 parking spaces, 91 (61 carports) on the large site and 31 (16 carports) on the smaller site. Currently, there are several vacant single-family homes and work sheds on each site which will be demolished.

### Construction Description

The development will consist of wood-framed buildings including two 2-story residential buildings (Type V-A) with single-story community building (Type V-B), and two detached laundry and maintenance buildings (Type V-B) with surface parking. Surface parking will feature covered carport parking. Building materials include white and warm accent color stucco, tile roofing, varied wall planes along with stucco window canopies. These design elements will bring depth and scale to the elevations. Consistent with the City of Lake Elsinore Residential Development Standards, the buildings are located to enhance the privacy of adjoining units and provide variation of architectural building mass. The buildings are configured around exterior spaces that will support active and passive recreation.

The development's design and construction include all- electric buildings with energy efficient features such as ENERGY STAR appliances, including dishwashers and garbage disposals, energy-efficient dual-pane windows, no-VOC paint, high efficacy lighting, and low-flow plumbing fixtures to reduce water use. The design consideration include secure building entries with open corridors for fresh air intake to enhance the indoor air quality provide healthy living environments for our residents to reduce their susceptibility to chronic illness and to preserve the asset for long-term stewardship. All minimum construction standards for CTCAC will be met in this development.





## Exhibit C of AHAP



## EXHIBIT C

Project Name: Cambern Avenue Apartments

Address: 29366 & 29377 3<sup>rd</sup> Street, Lake Elsinore, CA 92532

APN: 377-100-003, 377-380-003

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 37**

**Total Number Units in the Project: 76**

**Description and Quantity in Project:**

**PBV Units 37 of which 19 will have Permanent Supportive Housing (PSH)**

1 -bedroom units 18

2-bedroom units 9

3-bedroom units 10

**Total Units 76**

Manager's unit 1 (2-bedroom unit)

**Project Based Section 8 Voucher:** \*Accessible with mobility feature \*\*Accessible with communication feature

\*\*\*Accessible with mobility and communication features

\*\*\*\* Adaptable with communication feature

**19 PSH Referrals will come from Inland Regional Center**

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	18	29366 Units 104**,106*, 114***, 122, 123****, 125*, 204, 206, 214, 222, 223,225 29377 Units 102, 103*,104*, 202, 203, 204
Two Bedroom/ One Bathroom	30%	3	29366 Units 116*, 121*, 126***
Three Bedroom/ Two Bathroom	30%	2	29366 Units 117****, 130*
Two Bedroom/ One Bathroom	50%	6	29366 Units 102*, 119, 219, 202 29377 Unit 107 *, 207
Three Bedroom/ Two Bathroom	50%	8	29366 Units 107, 113*, 120, 207, 220 29377 Units 106****, 105, 108,
	<b>Total</b>	<b>37 Units</b>	

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

- Contract rent for

- 1br \$1,780 - \$92 (Utility Allowance) = \$1,688 Contract Rent
- 2br \$2,211 - \$118 (Utility Allowance) = \$2,093 Contract Rent
- 2br \$2,977 - \$153 (Utility Allowance) = \$2,824 Contract Rent

## AHAP EXHIBIT C (Utilities)

### **Utilities**

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

### **Utilities paid by Owner:**

water, sewer, trash, electric (hot water)

### **Utilities paid by Residents:**

Telephone/cable, internet, electric (heating/cooling, cooking, other electric)

AHAP EXHIBIT C  
(services, maintenance, or equipment)

**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
- Dishwasher
- Refrigerator



AHAP EXHIBIT D

HUD 52530A Part 1 of HAP Contract

HUD 52530A Part 2 of HAP Contract

**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, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**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 Riverside (PHA) and  
**Cambern Avenue Housing Associates, L.P.** (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:

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**Project-Based Voucher Program  
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- 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:

<date of first move-in> \_\_\_\_\_.



**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:

20 Years.

- 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:

0\_\_\_\_\_.

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:

\_\_\_\_\_.

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HAP Contract for New Construction/Rehab**

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- 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:

19 \_\_\_\_\_.

- 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).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Cambern Avenue Housing Associates, L.P. *** See attached Signature Page
By:
Signature of authorized representative
Kevin Leichner, Senior Vice President
Name and official title (Print)
Date

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

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FORM APPROVED COUNTY COUNSEL  
BY  AMRIT R. DHILLON  
DATE

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**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).

<b>STAGE NO. 1:</b> The Contract is hereby executed for the contract units in this stage. <b>STAGE EFFECTIVE DATE:</b> The effective date of the Contract for this stage is:
Date
<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

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**Project-Based Voucher Program  
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**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**

**Name of Owner (Print)**

By:

Signature of authorized representative

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

**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, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**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

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

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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

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

Previous editions are obsolete

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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 to 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's 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

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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.

## Exhibit A of HAP

## EXHIBIT A

Project Name: Cambern Avenue Apartments

Address: 29366 & 29377 3<sup>rd</sup> Street, Lake Elsinore, CA 92532

APN: 377-100-003, 377-380-003

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 37**

**Total Number Units in the Project: 76**

**Description and Quantity in Project:**

**PBV Units 37 of which 19 will have Permanent Supportive Housing (PSH)**

1 -bedroom units 18

2-bedroom units 9

3-bedroom units 10

**Total Units 76**

Manager's unit 1 (2-bedroom unit)

**Project Based Section 8 Voucher:** \*Accessible with mobility feature \*\*Accessible with communication feature

\*\*\*Accessible with mobility and communication features

\*\*\*\* Adaptable with communication feature

**19 PSH Referrals will come from Inland Regional Center**

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
One Bedroom/ One Bathroom	30%	18	29366 Units 104**,106*, 114***, 122, 123****, 125*, 204, 206, 214, 222, 223,225 29377 Units 102, 103*,104*, 202, 203, 204
Two Bedroom/ One Bathroom	30%	3	29366 Units 116*, 121*, 126***
Three Bedroom/ Two Bathroom	30%	2	29366 Units 117****, 130*
Two Bedroom/ One Bathroom	50%	6	29366 Units 102*, 119, 219, 202 29377 Unit 107 *, 207
Three Bedroom/ Two Bathroom	50%	8	29366 Units 107, 113*, 120, 207, 220 29377 Units 106****, 105, 108,
	<b>Total</b>	<b>37 Units</b>	

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

- Contract rent for



- 1br \$1,780 - \$92 (Utility Allowance) = \$1,688 Contract Rent
- 2br \$2,211 - \$118 (Utility Allowance) = \$2,093 Contract Rent
- 2br \$2,977 - \$153 (Utility Allowance) = \$2,824 Contract Rent

## 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
- Dishwasher
- Refrigerator

## HAP EXHIBIT C

### **Utilities**

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

### **Utilities paid by Owner:**

water, sewer, trash, electric (hot water)

### **Utilities paid by Residents:**

Telephone/cable, internet, electric (heating/cooling, cooking, other electric)

SAMPLE

## 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 A: 106, 109, 111

- 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 A: 123, 124

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

**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

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(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

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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

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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 to 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

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

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

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## 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.

**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 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by 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 Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

## 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.

**Tenancy Addendum  
Section 8 Project-based  
Voucher Program**

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

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**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						
Refrigerator						
Range/Microwave						
Other (specify)						

**Signatures:  
Owner****Tenant**

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Print or Type Name of Owner

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Print or Type Name of Family Representative

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Signature

---

Signature

---

Print or Type Name and Title of Signatory

---

Print or Type Name of Family Representative

---

Date

---

Signature

---

Date

**Tenancy Addendum**  
**Section 8 Project-based**  
**Voucher Program**  
(To be attached to Tenant Lease)

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

**Part B: 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 only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial 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.

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

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

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

### b. Utilities and Appliances

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

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

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

## 8. Termination of Tenancy by Owner

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) 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. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

**f. Protections for Victims of Abuse**

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is also a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence 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.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) 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, or stalking.

g. **Eviction by Court Action.** The owner may only evict the tenant 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.

**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.

### 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 not counted against the 25 percent per-project cap on PBV assistance.

**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.

**U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**OFFICE OF MULTIFAMILY HOUSING PROGRAMS**

**PROJECT-BASED SECTION 8 CONTRACT  
ADMINISTRATION**

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

This form is used when the Owner of a project wishes to grant a security interest in a Housing Assistance Payments Contract to a lender as security for a loan made by the lender to the Owner with respect to the project. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.



## **I. IDENTIFICATION OF ACC AND HAP CONTRACT**

**Annual Contributions Contract Number:** \_\_\_\_\_

**Section 8 HAP Contract Number:** PBV2-25-001

**Project Name:** Cambern Avenue Apartments

**Project Location:** 29366 & 29377 3<sup>rd</sup> Street  
Lake Elsinore, California 92532

**Assessor's Parcel Number** 377-100-003, 377-380-003



## II. NAMES

**Contract Administrator (PHA):**

Housing Authority of the County of Riverside

**Contract Administrator (PHA) address:**

5555 Arlington Avenue  
Riverside, California 92504-2506

**Owner:** Cambern Avenue Housing Associates, L.P.

**Owner address:**

3111 Camino Del Rio N  
Suite 800  
San Diego, California 92108

**Lender:** First-Citizens Bank & Trust Company

**Lender address:**

First-Citizens Bank & Trust Company  
222 2nd Street, 17th Floor  
San Francisco, California 94105  
Attn: Community Development Finance

### **III. 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 successors 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 or the HAP 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.

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.

## **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 and the HAP 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 \_\_\_\_\_



## **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**

**Cambern Avenue Housing Associates, L.P.**, a California limited partnership

By: CHW Cambern Avenue, LLC, a California limited liability company, its managing general partner

By: Esperanza Housing and Community Development Corporation, a California nonprofit public benefit corporation, its sole member and manager

By: \_\_\_\_\_  
Name: Kevin Leichner  
Title: Senior Vice President

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