

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



ITEM: 13.1  
(ID # 29255)

MEETING DATE:  
Tuesday, January 13, 2026

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve the Form of the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract –Existing Housing Part I and II (HAP) between Mercy Housing Living Centers and the Housing Authority of the County of Riverside, for the 5th Street Housing Project, Located in the City of Corona; District 2. [\$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the form of Section 8 Project-Based Voucher Program Housing Assistance Payments Contract – Existing Housing Part I and II (HAP Contract) by and between Mercy Housing Living Centers, a California nonprofit corporation, and the Housing Authority of the County of Riverside (HAP Contract) for the 5<sup>th</sup> Street Housing project located in the City of Corona; and
2. Authorize the Executive Director of the Housing Authority of the County of Riverside, or designee, to execute a form of the HAP Contract, substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and to take all necessary steps to implement the HAP Contract, including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

ACTION:Policy

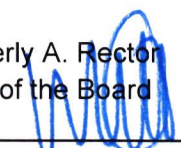
  
Heidi Marshall, Director of Housing & Homelessness Prevention 11/13/2025

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MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Washington 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: January 13, 2026  
xc: HA

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<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>	2025/26

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

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) awarded Mercy Housing Leasing Centers, a California nonprofit organization (Operator) in partnership with the City of Corona (Owner), a total of 11 Project-Based Vouchers (PBVs) for 5<sup>th</sup> Street Housing Apartments located in the City of Corona (Project). The PBVs were awarded pursuant to a competitive Request for Proposal released by HACR pursuant to Section 21.3 of the HACR’s Administrative Plan for the HCVP and in compliance with 24 CFR 983.51 on October 18, 2022. The Operator has entered into a Lease Agreement with the City of Corona for its existing Project. Owner desires to convert its existing Project to provide permanent supportive housing to individuals who are homeless and chronically homeless. Project consists of 11 affordable units with 1 onsite manager’s unit located at 926 and 932 West Fifth Street in the City of Corona, identified as Assessor Parcel Number 118-283-013.

The Proposed Project will provide a total of 12 apartment units that will consist of 4 one-bedroom units, 7 two-bedroom units with 1 two-bedroom unit unrestricted as a manager’s unit. The 11 PBVs are comprised of 4 one-bedroom units for chronically homeless individuals and 7 two-bedroom units for individuals experiencing homelessness at or below 30% of the area median income for the County of Riverside. Referrals for these units will come from the County of Riverside Coordinated Entry System. Operator will provide onsite wrap around services for all tenants. The Housing Authority will enter into Housing Assistance Payments (HAP) with Operator subject to approval by the Housing Authority’s Board of Commissioners. The PBVs have an estimated value of \$5,140,560 over the 20-year term of the agreement and may be extended for an additional 20 years.

**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 providing permanent supportive housing to the community of Corona.

**Additional Fiscal Information**

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
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No impact upon the County's General Fund. The HACR's contribution to the Project includes the Section 11 Project-Based Vouchers which are fully funded by the United States Department of Housing and Urban Development.

**Attachments:**

- Form - HAP Contract

  
\_\_\_\_\_  
Stacey Pena, EO Management Analyst 12/29/2025

  
\_\_\_\_\_  
Aaron Gettis, Chief Deputy County Counsel 12/16/2025

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

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

**EXISTING HOUSING**

**PART 1 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.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. 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. 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:

\_\_\_\_\_ ( PHA) and

\_\_\_\_\_ (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:

- 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.)
- 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. Effective date and term of the HAP contract**

**1. Effective date**

- a. 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 the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:  
\_\_\_\_\_.
- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:  
\_\_\_\_\_.
- b. The initial term of the HAP contract 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.

**e. 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 e.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 e (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.

**f. Income-mixing requirement**

1. Except as provided in paragraphs f.2 through f.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 f.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 f.1, the PHA shall give preference to the applicable families as listed in f.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 f.6 and f.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, you may skip number g.8, below.

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

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

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

units were subject to a federal rent restriction listed above:

\_\_\_\_\_.

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

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

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

\_\_\_\_\_.

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

\_\_\_\_\_.

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

\_\_\_\_\_.

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

**EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

FORM APPROVED COUNTY COUNSEL  
BY: APR AMRIT P. SHILLON  
DATE: 12/10/2025

<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> Mercy House Living Centers
By: Signature of authorized representative
Larry Hines, Chief Executive Officer
Name and official title (Print)
Date

Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

## EXHIBIT A of HAP

Project Name: 5<sup>th</sup> Street Housing

Address: 926 and 932 W. 5<sup>th</sup> Street, Corona, CA 92882

APN: 118-283-013

**Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 11**

**Total Number Units in the Project: 12**

**Description and Quantity in Project:**

PBV units: 4 one-bedroom, 7 two-bedroom

Total units: 4 one-bedroom, 8 two-bedroom

**Project Based Voucher:** Referrals coming from County of Riverside Coordinated Entry System (CES) for individuals experiencing homelessness.

<b>Bedroom/Bathroom</b>	<b>AMI</b>	<b>Quantity</b>	<b>Unit #s and Accessible Features</b>
One Bedroom/ One Bathroom	30%	4 (designated for chronic homeless)	3,4,9,10
Two Bedroom/ One Bathroom	30%	7 (designated for general homeless)	2,5,6,7,8,11,12
	Total	<b>11 Units</b>	

**Initial Rent to Owner for Contract Units (Owner to pay all utilities)**

- See attached PBV Contract Rent Determination dated: October 31, 2025

**Determination of HAP Contract Anniversary Date**

- The anniversary date of the HAP contract is based on the first passed inspection but is set to the first of the following month for consistency.
- Example: If the first passed inspection occurs on 3/20/2025, the HAP contract effective date will be 4/1/2025.
- If the first passed inspection occurs on the 1st of the month, the HAP contract effective date will be that same month (e.g., 3/1/2025 for a 3/1/2025 passed inspection).

**Rent Increase Submission Deadline & Processing Requirements**

- Owners must submit a Request for Rent Increase Form that includes the proposed contract rent in writing at least 120 days prior to the HAP contract anniversary date to allow for processing and verification, completion of a rent reasonableness determination (24 CFR § 983.303), and finalizing the rent study to determine contract rent.

**Late Submission Policy**

- If an Owner submits a rent increase request after the 120-day deadline but before the HAP contract anniversary date, the HA may process the request, but the effective date will be set for the next available rent increase cycle rather than the original anniversary date. If a rent increase request is submitted after the HAP contract anniversary date, the HA will not process the request until the next annual rent increase cycle.

### **Prohibition on Retroactive Rent Increases**

- Per 24 CFR § 983.302(b), retroactive rent increases are not permitted. Any approved rent adjustment will be applied only prospectively, beginning on the approved effective date

### **PBV Unit Status Upon Tenant Remaining Without Assistance**

If a family's PBV assistance terminates and the family remains in the unit as an unassisted tenant, that unit shall immediately cease to be a PBV unit under this HAP Contract in accordance with 24 CFR §983.211(b), which states:

*“If a family that is living in a project-based voucher unit moves from the unit or ceases to receive tenant-based assistance, the unit is no longer a project-based voucher unit, and assistance may not be paid for the family.”*

Accordingly, the HAP Contract shall automatically be reduced by that unit, and no HAP will be paid on behalf of the remaining family.

### **Restoration or Substitution of Units**

At the discretion of the Housing Authority, and with the Owner's agreement, the total number of PBV units under this HAP Contract may be restored to the original number of units through amendment pursuant to 24 CFR §983.207(a), which provides:

*“The PHA and owner may agree to add or substitute contract units in the same project covered by the HAP contract. The PHA may add contract units in the same project if the PHA determines that additional housing is needed to serve eligible families and the additional units meet housing quality standards, rent reasonableness requirements, and other program requirements.”*

Restoration may be accomplished either by:

1. Reinstating the same unit once it becomes vacant and is made available to an eligible PBV family, provided the unit meets all HUD requirements (inspection, rent reasonableness, etc.), or
2. Substituting a different, comparable unit within the project or development that meets HUD's PBV requirements.

Until such amendment is executed, the PBV unit count under this HAP Contract shall remain reduced by the number of unassisted units.



# 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

October 31, 2025

Mercy House – Joint Application with the City of Corona  
Attn: Linda Wilson  
P.O. Box 1905  
Santa Ana, CA 92702

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)

RE: Reasonable Rent Study – HCV Project-Based Vouchers  
5<sup>th</sup> Street Housing at Corona (926 W. 5<sup>th</sup> St., Corona, CA 92882)

Dear Linda Wilson,

The Housing Authority of the County of Riverside in accordance with 24 Code of Federal Regulation (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the 5<sup>th</sup> Street Housing at Corona. The FMR Rent Cap, estimated initial contract rent, current applicable utility allowance and gross contract rent are as follows:

### PBV Contract Rent Determination

<b>Bedroom Size</b>	<b>1BR</b>	<b>2BR</b>
Rent Requested by Owner	\$2,629	\$3,305
Reasonable Rent	\$1,959 AffordableHousing.com	\$2,209 AffordableHousing.com
110% of 2026 FMR eff 10/1/25	\$1,954 (\$1,777 + \$177)	\$2,421 (\$2,201 + \$220)
less Utility Allowance eff 7/1/25	\$0	\$0
FMR Rent Cap	\$1,954	\$2,421
<b>Lower of Reasonable Rent, Rent Requested by Owner or FMR Rent Cap</b>	<b>\$1,954</b>	<b>\$2,209</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) 343-5425.

Sincerely,

*Liz Alaniz*

Liz Alaniz  
Supervising 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). If development is not within a qualified census tract, then we must complete analysis/calculation of paragraph (c) above as well. Palm Villas at DHS is located in a 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>7/1/2025</b>	
Utility of Service (Standard)	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	\$22.00	\$25.00	\$29.00	\$31.00	\$32.00	\$36.00
	Bottle Gas	\$39.00	\$45.00	\$51.00	\$57.00	\$60.00	\$66.00
	Electric (avg)	\$16.00	\$19.00	\$23.00	\$27.00	\$31.00	\$36.00
	Fuel Oil						
Cooking	Natural Gas	\$5.00	\$5.00	\$9.00	\$11.00	\$14.00	\$16.00
	Bottle Gas	\$9.00	\$9.00	\$15.00	\$21.00	\$27.00	\$30.00
	Electric (avg)	\$8.00	\$10.00	\$14.00	\$18.00	\$23.00	\$27.00
Other Electric	<b>Non-SCE (avg)</b>	\$27.00	\$32.00	\$44.00	\$56.00	\$69.00	\$81.00
Other Electric	<b>SCE (Monthly Credit)</b>	\$31.00	\$39.00	\$57.00	\$75.00	\$94.00	\$113.00
Air Conditioning		\$14.00	\$16.00	\$23.00	\$29.00	\$35.00	\$42.00
Water Heating	Natural Gas	\$11.00	\$13.00	\$18.00	\$23.00	\$29.00	\$34.00
	Bottle Gas	\$21.00	\$24.00	\$33.00	\$42.00	\$51.00	\$63.00
	Electric (avg)	\$19.00	\$22.00	\$28.00	\$34.00	\$41.00	\$47.00
	Fuel Oil						
Water	<b>(avg)(MF)</b>	\$29.00	\$29.00	\$32.00	\$34.00	\$37.00	\$41.00
Sewer	<b>(avg)(MF)</b>	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Trash Collection	<b>(avg)</b>	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
<b>Other specify: Electric Charge \$27.54 (Non SCE/Non-Rev Public Monthly)</b>		\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
<b>Other specify: Natural Gas Charge \$5.10</b>		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
<b>Other specify: Electric Charge \$45.21 (Monthly (Riverside Public Utilities))</b>		\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
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
<b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
Unit Address					Other Electric		
					Air Conditioning		
					Water Heating		
OWNER PAYS ALL UTILITIES					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667  
(04/2023)



## FY 2026 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2026 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2026 & Final FY 2025 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2026 FMR	\$1,692	\$1,777	\$2,201	\$2,912	\$3,514

### FY 2026 FMR EFFECTIVE 10/1/2025 THROUGH 9/30/2026

[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2026\\_code/2026summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2026_code/2026summary.odn)

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
\$1,692	\$1,777	\$2,201	\$2,912	\$3,514	\$4,041	\$4,568	\$5,095

### 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	\$1,692	\$1,777	\$2,201	\$2,912	\$3,514	\$4,041	\$4,568	\$5,095
10% FMR	169	177	220	291	351	404	456	509
110% FMR	\$1,861	\$1,954	\$2,421	\$3,203	\$3,865	\$4,445	\$5,024	\$5,604

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

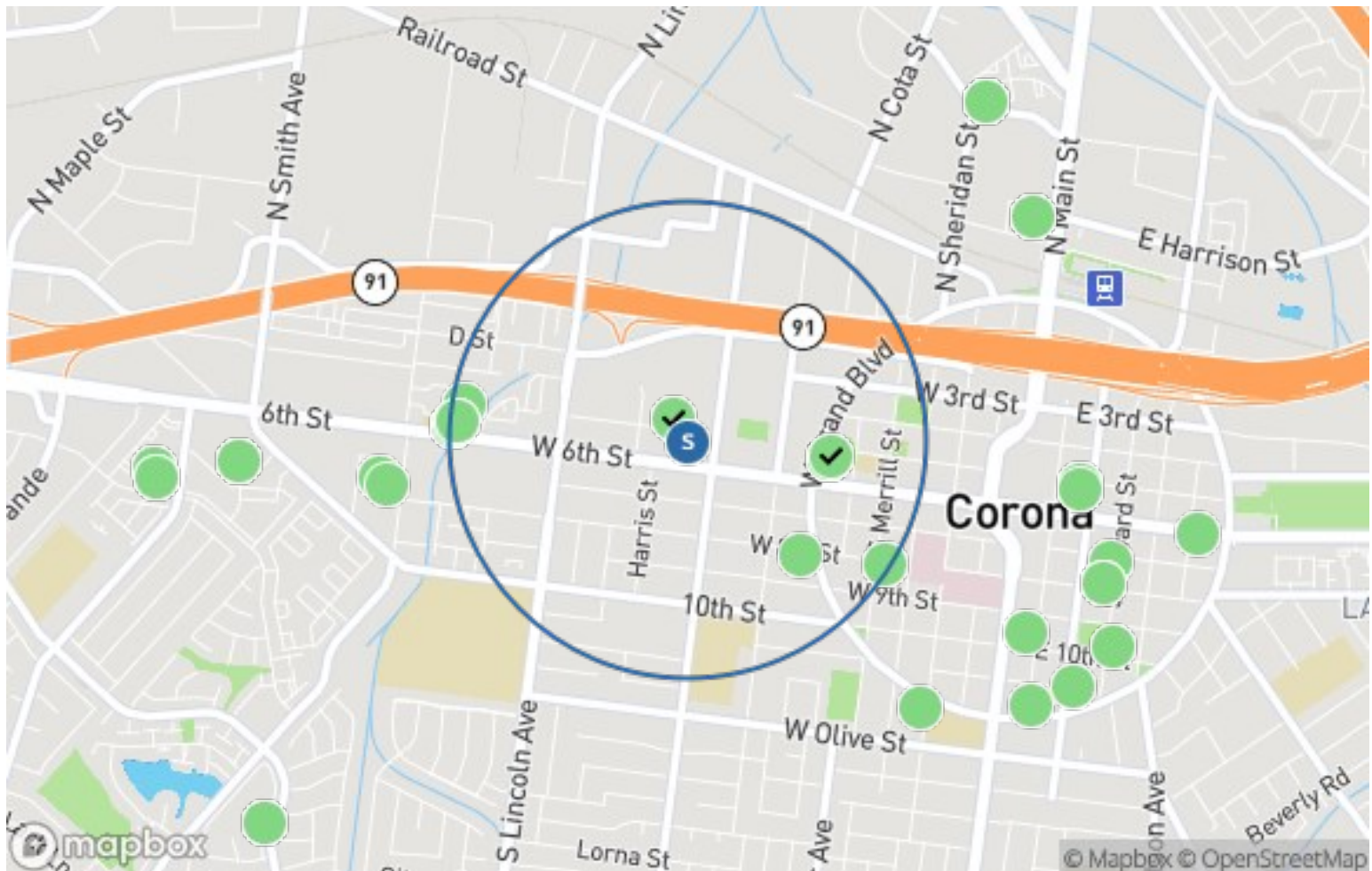
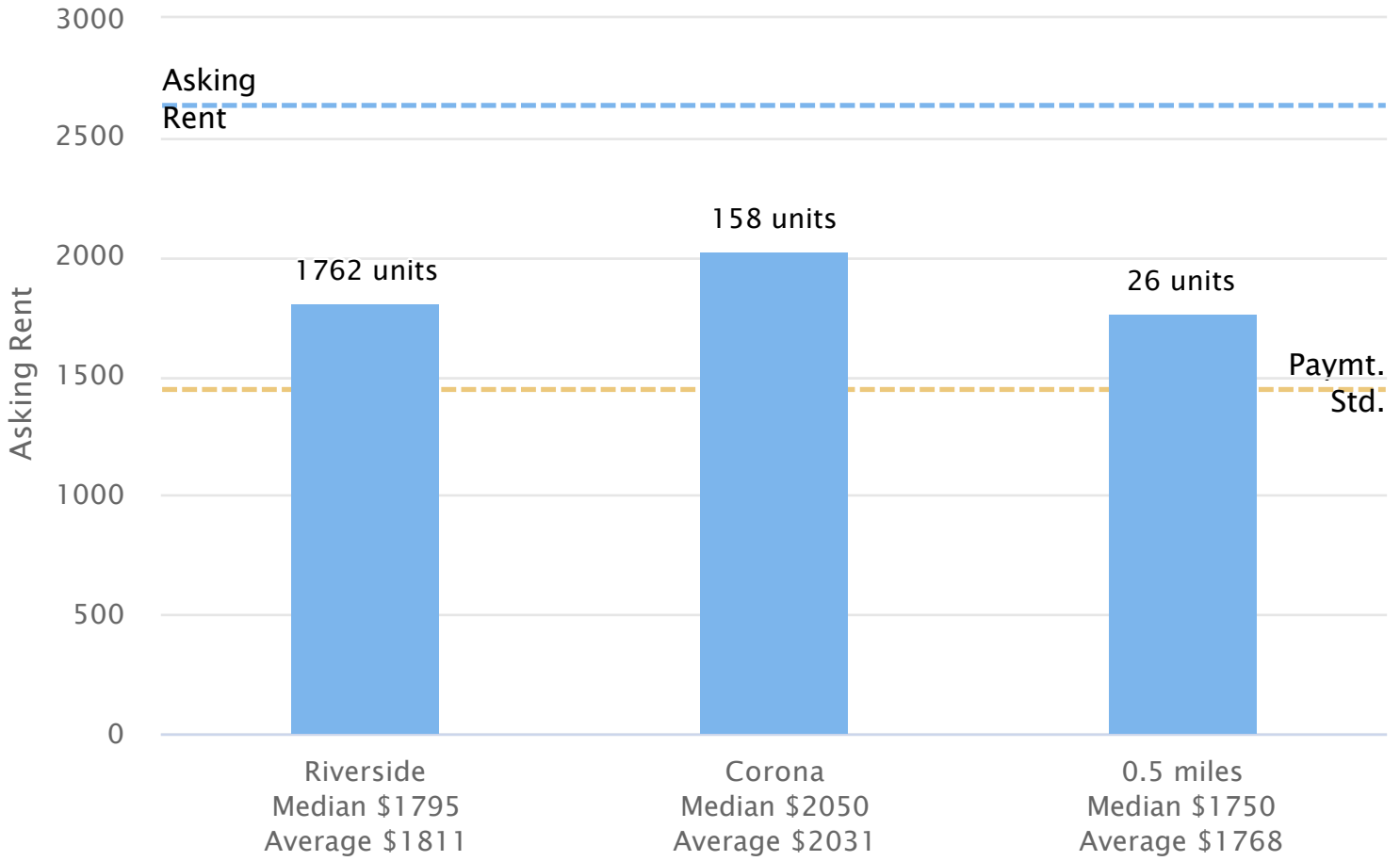
	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	\$1,861.00	\$1,954.00	\$2,421.00	\$3,203.00	\$3,865.00	\$4,445.00	\$5,024.00	\$5,604.00
Minus Utility Allowance		\$0	\$0					
<b>FMR RENT CAP</b>		\$1954	\$2421					

Attach Utility Allowance Calculation for each BR Size

# Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	926 W 5th St	945 W 5th St D05	945 W 5th St D08	505 W Grand Blvd 1
Model		1/1/0/555	1/1/0/555	1/1/0/696
City	Corona 92882	Corona 92882	Corona 92882	Corona 92882
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		0.05	0.05	0.3
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.	651	555	555	696
Adjustment		Inferior / Adj: \$17.28	Inferior / Adj: \$17.28	Similar / Adj: \$0.00
<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	2014			1970
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Average	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>UTILITIES</b>				
Heat	Natural Gas / Owner	Electric / Tenant	Electric / Tenant	Electric / Tenant
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner
Cooking / Paid By	Natural Gas / Owner	Electric / Tenant	Electric / Tenant	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Tenant	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Tenant	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$136.00	Inferior / Adj: \$200.00	Inferior / Adj: \$136.00
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash		Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Inferior / Adj: \$43.00	Similar / Adj: \$0.00
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Refrigerator, Stove	Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Refrigerator, Stove	Garbage Disposal, W/D Hookups, Refrigerator, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Unknown
Parking	1 Covered Space	Unknown	Unknown	Unknown
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: \$15.00	Inferior / Adj: \$5.00	Inferior / Adj: \$15.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		6/17/2025	9/5/2025	4/14/2025
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$2,629.00	\$1,750.00	\$1,750.00	\$1,795.00
Actual Rent				
Adjustment		\$168.28	\$265.28	\$151.00
Adjusted Monthly Rent		\$1,918.28	\$2,015.28	\$1,946.00
<b>COMPARABLE BREAKDOWN</b>				
13,895 Recent comparables in jurisdiction				
1,762 Similar 1 bedroom comparables in Riverside County				
158 Similar 1 bedroom comparables in the City of Corona				
26 Within 0.50 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 10/31/2025 to be \$1,959.85.				
The adjusted reasonable rent range is \$1,918.28 to \$2,015.28.				
Requested Rent Amount: \$2,629.00 Rent Approved: \$1,959.00.				
RR Certifier Signature: <u>Liz Alaniz</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 \$2,629.00 IS NOT reasonable, and the approved rent of \$1,959.00 IS reasonable.				
		Certification ID <a href="#">F60785C1-8087-481D-8D73-0B44D76665DD</a> Certification Date 2025-10-31 Version AVM 6.1, RRC 7.0, RW5 Client Reference Voucher Bedroom 1 Family Name 5th Street Mercy Housing Authority Housing Authority of the County of Riverside Certifier Liz Alaniz Utility Schedule 7/25-Riverside-Multi-Family-Standard (SCE) Page 1 of 1 excluding appendices.		

# Local Market Analysis



The adjusted reasonable rent range is \$1,918.28 to \$2,015.28.

Comparable 1:	<b>\$1,918.28</b>	98.03% Very Similar
Comparable 2:	<b>\$2,015.28</b>	97.96% Very Similar
Comparable 3:	<b>\$1,946.00</b>	99.11% Very Similar

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

**Comparable 1:**

Living area for comparable is inferior to subject (\$17.28 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Heating utility for comparable is inferior to subject (\$25.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$5.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$39.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$16.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$168.28)

**Comparable 2:**

Living area for comparable is inferior to subject (\$17.28 adjustment)  
Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Dish washer for comparable is superior to subject (-\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Gated community for comparable is inferior to subject (\$10.00 adjustment)  
Heating utility for comparable is inferior to subject (\$25.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$5.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$39.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$16.00 adjustment)  
Water utility for comparable is inferior to subject (\$29.00 adjustment)  
Sewer utility for comparable is inferior to subject (\$35.00 adjustment)  
Trash utility for comparable is inferior to subject (\$33.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Total adjustment for this property is (\$265.28)

**Comparable 3:**

Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Heating utility for comparable is inferior to subject (\$25.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$5.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$39.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$16.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Gated community for comparable is unknown (\$0 adjustment)  
Pool for comparable is unknown (\$0 adjustment)  
Total adjustment for this property is (\$151.00)

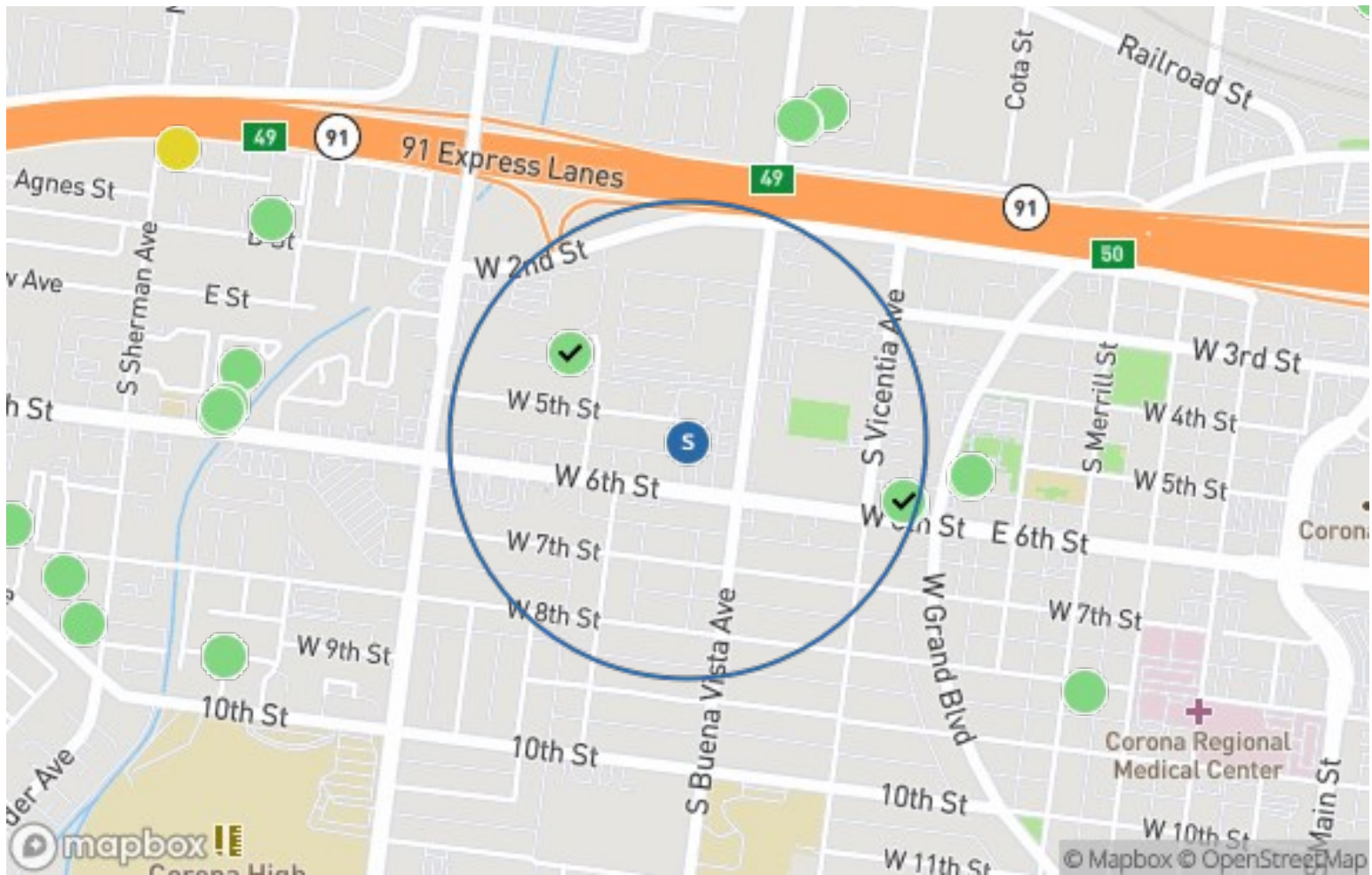
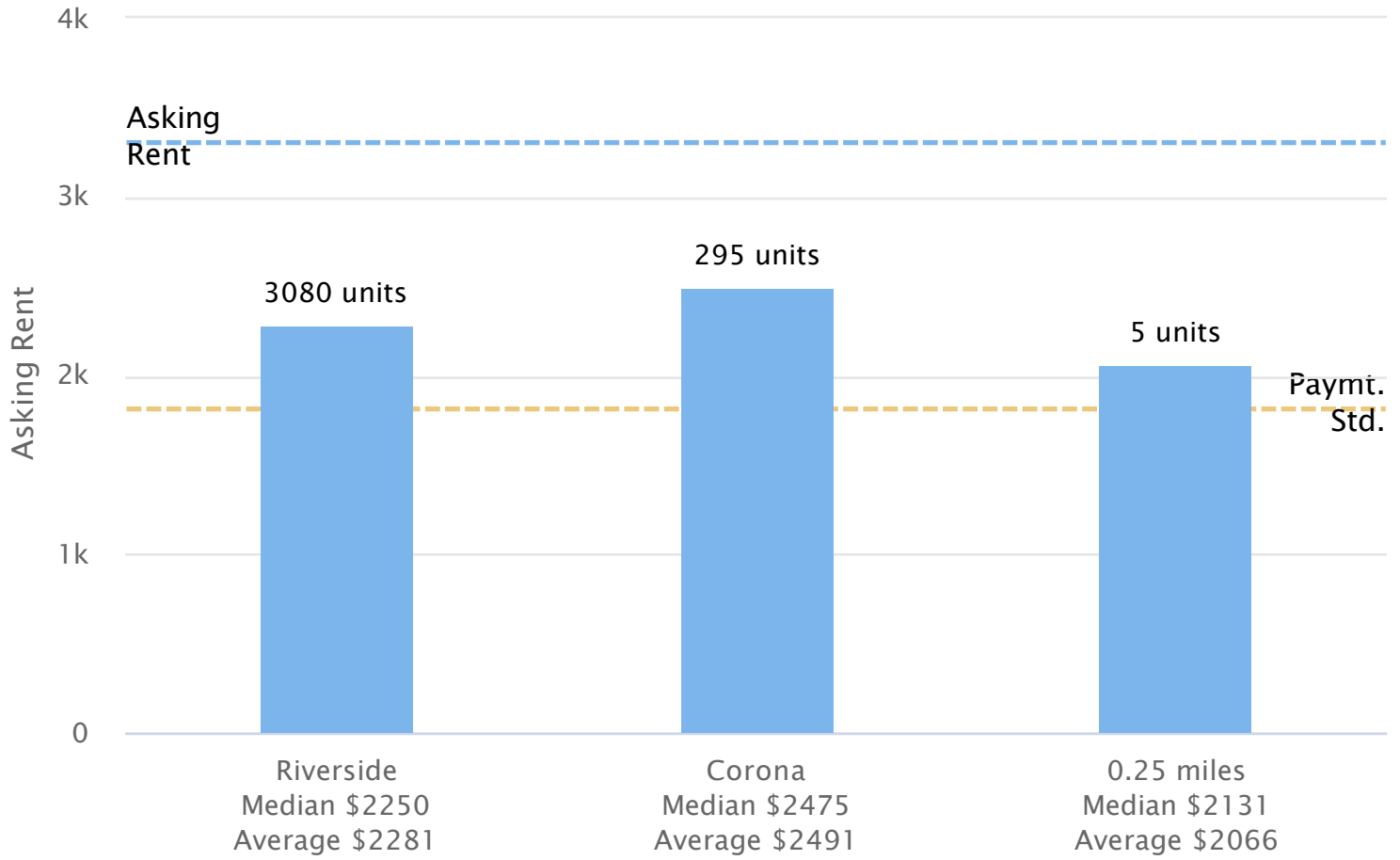
This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness 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	926 W 5th St	404 Sierra Vista St 7	404 Sierra Vista St	711 W 6th St
Model		2/1/0/0	2/1/0/850	2/1/0/800
City	Corona 92882	Corona 92882	Corona 92882	Corona 92882
<b>LOCATION</b>				
Subdivision				
Proximity to Subject		0.15	0.15	0.24
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>Size</b>				
Beds/Baths/Half Baths	2/1/0	2/1/0	2/1/0	2/1/0
Sq. Ft.	780	0	850	800
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<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	2014	1986	1986	1930
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>CONDITION &amp; QUALITY</b>				
Rating	Average	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
<b>UTILITIES</b>				
Heat	Natural Gas / Owner	Electric / Tenant	Electric / Tenant	Electric / Owner
Hot Water / Paid By	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner	Natural Gas / Owner
Cooking / Paid By	Natural Gas / Owner	Electric / Tenant	Natural Gas / Tenant	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Tenant	Public Sewer / Tenant	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Tenant	City Water / Owner	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: \$202.00	Inferior / Adj: \$176.00	Inferior / Adj: \$117.00
<b>MAINTENANCE</b>				
Maintenance	Lawn, Pest, Trash		Lawn	
Adjustment		Inferior / Adj: \$43.00	Inferior / Adj: \$43.00	Inferior / Adj: \$43.00
<b>AMENITIES</b>				
Amenities	Ceiling Fans, Garbage Disposal, Microwave, Refrigerator, Stove, Gated Community	Dishwasher, Garbage Disposal, Onsite Laundry, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove	Dishwasher, Garbage Disposal, Onsite Laundry, Microwave, Refrigerator, Stove, Gated Community
AC	Central	Central	Central	Central
Heat	Central	Central	Central	Central
Parking	1 Covered Space	Unknown	None	None
Exterior Features				
Lot Size				
Adjustment		Inferior / Adj: \$10.00	Superior / Adj: -\$15.00	Inferior / Adj: \$10.00
<b>RENT ADJUSTMENTS</b>				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		8/13/2025	7/7/2025	7/14/2025
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$3,305.00	\$2,000.00	\$2,000.00	\$1,999.00
Actual Rent				
Adjustment		\$255.00	\$204.00	\$170.00
Adjusted Monthly Rent		\$2,255.00	\$2,204.00	\$2,169.00
<b>COMPARABLE BREAKDOWN</b>				
13,895 Recent comparables in jurisdiction				
3,080 Similar 2 bedroom comparables in Riverside County				
295 Similar 2 bedroom comparables in the City of Corona				
5 Within 0.25 miles				
<b>CERTIFICATION</b>				
I (we) estimate the monthly market rent of the subject as of 10/31/2025 to be \$2,209.33.				
The adjusted reasonable rent range is \$2,169.00 to \$2,255.00.				
Requested Rent Amount: \$3,305.00 Rent Approved: \$2,209.00.				
RR Certifier Signature: <u>Liz Alaniz</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 \$3,305.00 IS NOT reasonable, and the approved rent of \$2,209.00 IS reasonable.				

Certification ID [80A3C9B0-B564-4368-84E5-3AED8CE5A116](#)  
 Certification Date 2025-10-31  
 Version AVM 6.1, RRC 7.0, RW5  
 Client Reference  
 Voucher Bedroom 2  
 Family Name 5th Street Mercy  
 Housing Authority Housing Authority of the County of Riverside  
 Certifier Liz Alaniz  
 Utility Schedule 7/25-Riverside-Multi-Family-Energy Efficient (Non-SCE)  
 Page 1 of 1 excluding appendices.

# Local Market Analysis



The adjusted reasonable rent range is \$2,169.00 to \$2,255.00.

Comparable 1:	<b>\$2,255.00</b>	98.87% Very Similar
Comparable 2:	<b>\$2,204.00</b>	97.60% Very Similar
Comparable 3:	<b>\$2,169.00</b>	98.87% Very Similar

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

Comparable 1:

Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is superior to subject (-\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Gated community for comparable is inferior to subject (\$10.00 adjustment)  
Heating utility for comparable is inferior to subject (\$23.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$7.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$36.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$19.00 adjustment)  
Water utility for comparable is inferior to subject (\$31.00 adjustment)  
Sewer utility for comparable is inferior to subject (\$35.00 adjustment)  
Trash utility for comparable is inferior to subject (\$33.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Total adjustment for this property is (\$255.00)

Comparable 2:

Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Microwave for comparable is inferior to subject (\$5.00 adjustment)  
Dish washer for comparable is superior to subject (-\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Gated community for comparable is inferior to subject (\$10.00 adjustment)  
Laundry for comparable is superior to subject (-\$40.00 adjustment)  
Parking for comparable is inferior to subject (\$15.00 adjustment)  
Heating utility for comparable is inferior to subject (\$23.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$7.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$36.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$19.00 adjustment)  
Sewer utility for comparable is inferior to subject (\$35.00 adjustment)  
Trash utility for comparable is inferior to subject (\$33.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Natural gas non-heating service charge for comparable is inferior to subject (\$5.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Total adjustment for this property is (\$204.00)

Comparable 3:

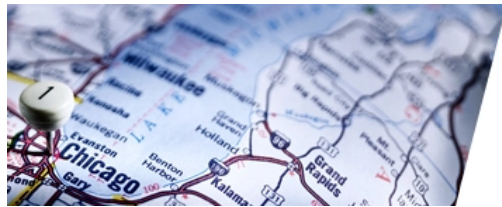
Pest service for comparable is inferior to subject (\$10.00 adjustment)  
Dish washer for comparable is superior to subject (-\$15.00 adjustment)  
Ceiling fan for comparable is inferior to subject (\$10.00 adjustment)  
Parking for comparable is inferior to subject (\$15.00 adjustment)  
Heating utility for comparable is inferior to subject (\$4.00 adjustment)  
Cooking utility for comparable is inferior to subject (\$7.00 adjustment)  
Other electric utility for comparable is inferior to subject (\$36.00 adjustment)  
Cooling utility for comparable is inferior to subject (\$19.00 adjustment)  
Trash utility for comparable is inferior to subject (\$33.00 adjustment)  
Range/Stove utility for comparable is inferior to subject (\$11.00 adjustment)  
Refrigerator utility for comparable is inferior to subject (\$12.00 adjustment)  
Electric service charge for comparable is inferior to subject (\$28.00 adjustment)  
Total adjustment for this property is (\$170.00)

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.

**Due to a lapse in appropriations, the U.S. Department of Housing and Urban Development (HUD) is closed.  
The HUD User website will not be updated until further notice.**



MENU



## 2025 and 2026 Small DDAs and QCTs

### Overview of 2025 and 2026 Small DDAs and QCTs

The 2026 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2026. The 2026 QCT designations use tract boundaries from the 2020 decennial census. The 2026 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 30, 2025.

Current zoom: 13

Select Year:

2026  2025

Select Layer(s):

LIHTC Projects (Zoom 11+)

FMR Outlines (Zoom 4+)

Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas

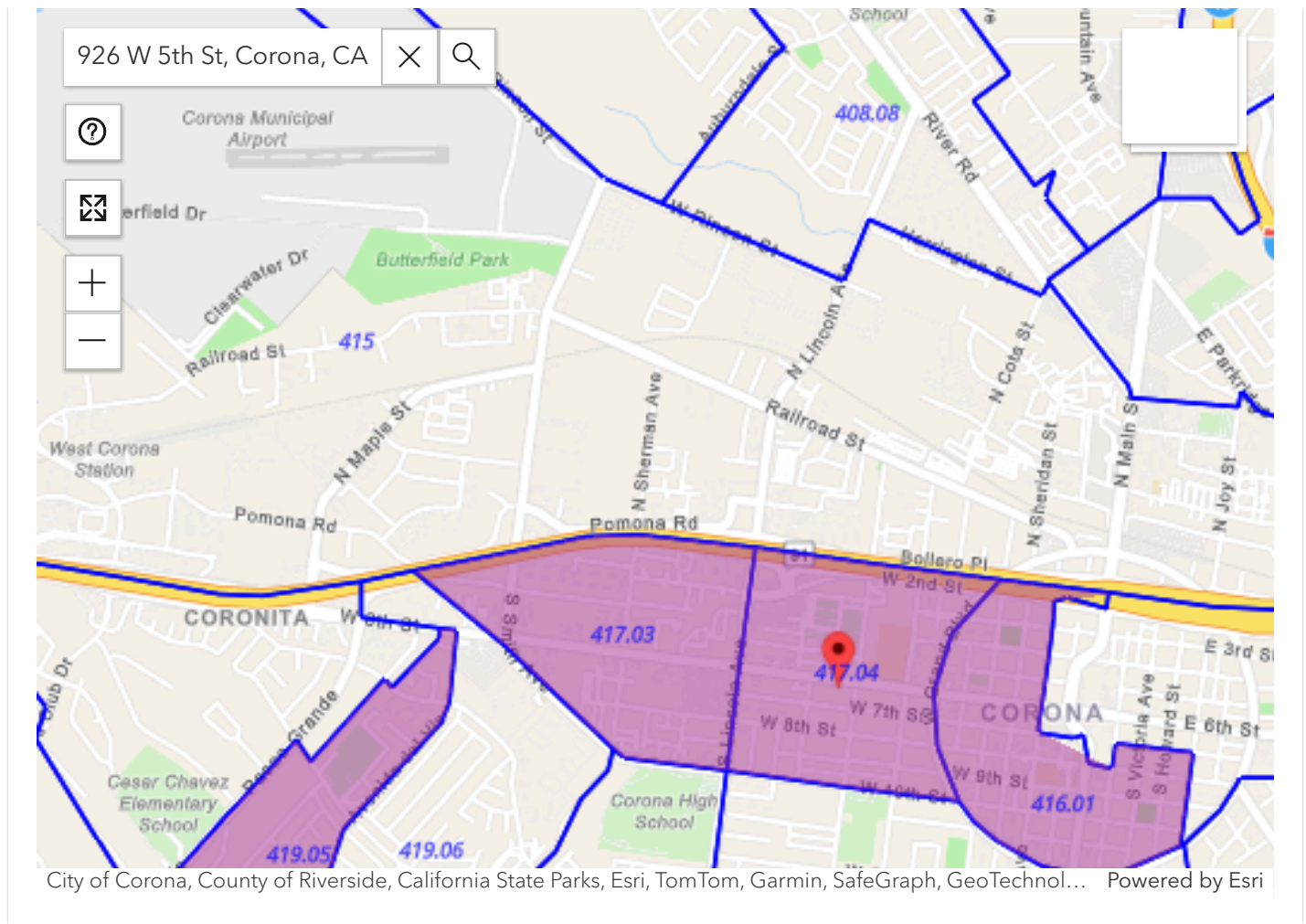
Small Difficult Development Areas

QCT Qualified Tracts (Zoom 7+)



Tracts Outline (Zoom 11+)





City of Corona, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnol... Powered by Esri

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**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**

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# MERCY HOUSE

## Founder

Father Jerome T. Karcher

## Board of Directors

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## Chief Executive Officer

Lawrence G. Haynes, Jr.

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Prevention  
Emergency Shelters  
Permanent Housing

## Regions

Kern County  
Los Angeles County  
Maricopa County  
Orange County  
Riverside County  
Ventura County

## Tax ID

33-0315864

## Request for Reasonable Rent Study

Developer Name: Mercy House – A Joint Application in Partnership with the City of Corona

Developer Address: PO Box 1905, Santa Ana, CA 92702

Developer Contact: Linda Wilson, Housing Officer

Developer Phone: 714-836-7188 x103

Developer Email: [lindaw@mercyhouse.net](mailto:lindaw@mercyhouse.net)

Project Name: 5<sup>th</sup> Street PSH Program

Project Address: 926 and 932 W. 5<sup>th</sup> Street, Corona, CA 92882

New Construction or Existing: Existing property, built in 1961, fully rehabbed in 2014.

Standard Utility Allowance or Energy Efficient? Standard Allowance. Utilities will be paid by owner as a PSH project.

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

Number of units: 12

Number of Project Based Vouchers: 11

Rent Requested by Owner:

One BR: \$ 2,629

Two BR: \$ 3,305

Three BR: N/A

Four BR: N/A

Other: N/A

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

One BR: 651 SQ FT    # Bathrooms: 1    Half or Full: Full

Two BR: 780 SQ FT    # Bathrooms: 1    Half or Full: Full

Three BR: N/A SQ FT    # Bathrooms: N/A    Half or Full: N/A

Four BR: N/A SQ FT    # Bathrooms: N/A    Half or Full: N/A

Other: N/A SQ FT    # Bathrooms: N/A    Half or Full: N/A

Utilities and who responsible (Owner or Tenant): Owner

Electric Service Provider: SCE or non-SCE? SEC Paid by Owner

Is heating gas or electric: Gas Paid by owner

Is the unit heated by Hydronic Heat? No

Is water heating gas or electric: Gas, paid by owner

Is Stove gas or electric: Gas, paid by Owner

Who provides the Stove: Owner

Who provides the Refrigerator: Owner

Is a microwave provided: Yes, a microwave is provided by Owner

**We help people find their way back home.**

P.O. Box 1905, Santa Ana, CA 92702 Phone | 714.836.7188

Fax | 714.836.7901 [mercyhouse.net](http://mercyhouse.net)

# MERCYHOUSE

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? No

Does/Will the unit have ceiling fans? Yes

Does/Will the units have washer and dryer hookups? No

Is a washer or dryer provided? Yes, the property will have a 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? Yes

Any other amenities? If so, please list? Other amenities include: designated carport, furnishings, microwave, refrigerator, central air/heating, covered patio, BBQ grill and security cameras.

Developer Signature:



Date: 10/29/2025

**We help people find their way back home.**

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Fax | 714.836.7901 [mercyhouse.net](http://mercyhouse.net)

## Exhibit B of HAP

Services, maintenance, and Equipment to be provided by the Owner without charges in addition to rent to the Owner;

- Maintenance of building exterior, interior, and site areas will be provided by Owner
- Utilities paid by Owner include water, sewer, trash, gas and electric
- Common area recreational space, interior, and exterior will be provided by Owner
- Common laundry machines: card-operated washing and drying machines purchased and maintained by Owner; residents pay to use laundry machines
- Units have all major appliances provided and are fully-furnished at move-in

Services provided by Mercy House includes:

- Eligibility Processing: complete intake and application process to determine eligibility using Housing First principles
- Case Management Services: conduct needs assessment and create housing stabilization plans that focus on key areas including financial, employment, transportation, basic life skills, sobriety, and physical/mental health. Staff will utilize strength-based practices and motivational interviewing techniques, trauma informed practices and critical time intervention strategies.
- Eviction Prevention Program: proactively work with residents to identify any difficulties with maintaining housing and provide support and resources to mitigate risk of losing housing.
- Resident Services and Group Events: provide life skills workshops in key areas including money management, budgeting, goal setting. Coordinate group activities and events to foster interaction and community building among residents. Provide monthly calendar of activities with on and offsite activities.
- Resident Engagement: incorporate residents into community planning by distributing questionnaires to elicit topics of interests identified by residents to incorporate into the resident services program. Collect satisfaction surveys to allow residents to share, comment, rate their experiences and provide feedback for improved service delivery.
- Referrals: connect residents with local agencies to support medical and behavioral health needs, benefits counseling, sobriety, parenting support, legal issues and other areas, as needed.

Supplemental Services provided by Centro Medico Community Clinic includes:

- Health Care Resources: provide medical and dental services and connection to health resources and providers and Medi-Cal Enrollment specialists in the community.
- Crisis Evaluation/Mental Health Resources: provide mental and behavioral health services. Connection to mental health resources and providers including various departments of the County of Riverside.

- Drug & Alcohol Treatment Referrals: provide substance abuse treatment and medication assisted treatment.
- Benefits Enrollment: provide support for disability documentation for PSH enrollments.
- Full list of services provided (Refer to Exhibit B of attached MOU dated 3/28/23).

## EXHIBIT C of HAP

### **Utilities**

- Sewer
- Electric (heating/cooling, cooking)
- Gas (hot water)
- Solar (electric) – N/A
- Water
- Trash
- Telephone/Cable
- Internet

**Utilities paid by Owner:** Water, sewer, trash, gas, electric

**Utilities paid by Residents:** Telephone/cable, internet

## EXHIBIT D of HAP

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

The project does not involve new construction and the existing housing facilities does not involve rehabilitation or alterations, therefore the requirements of Section 504 do not apply.

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**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**

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

**Existing housing.** Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**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.

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

**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)).

**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.

**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.

**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 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**

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

**c. Family payment**

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

**d. Other owner charges**

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

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

**11. FAMILY RIGHT TO MOVE**

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

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

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

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

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

#### **15. OWNER DEFAULT AND PHA REMEDIES**

##### **a. Owner default**

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

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. 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
  - 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 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, or 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 non-procurement 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:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. 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 non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**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**

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### **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 year advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

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

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

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

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**OMB Burden Statement.** 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 being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. 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 983.256(b)(3). The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**Instructions for use of Tenancy Addendum:**

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

The tenancy addendum has two parts:

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

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

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

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

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

**Section 4. Household Members**

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

**Section 5. Initial Lease Term**

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

**Section 6. Initial Rent to Owner**

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

**Section 7. Initial Tenant Rent**

Enter the initial monthly amount of tenant rent.

**Section 8. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 9. Utilities and Appliances**

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

**Part A of the Tenancy Addendum**

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

1. **Contents of Tenancy Addendum**

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

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

5. **Initial Lease Term**

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

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

6. **Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

7. **Initial Tenant Rent**

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

8. **Initial Housing Assistance Payment**

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

Previous editions are obsolete

**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			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)				

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).

**Signatures:**

**Owner**

**Tenant**

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name of Family Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Previous editions are obsolete

## **Part B of the Tenancy Addendum**

### **1. Section 8 Project-Based Voucher (PBV) Program**

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

### **2. Lease**

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

### **3. Use of Contract Unit**

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

### **4. Rent to Owner**

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

## **5. Family Payment to Owner**

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

## **6. Other Fees and Charges**

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## **7. Maintenance, Utilities, and Other Services**

### **a. Maintenance**

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

### **b. Utilities and Appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

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

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

## **8. Termination of Tenancy by Owner**

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

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

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

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

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

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

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

d. Other Good Cause for Termination of Tenancy

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

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

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

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

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

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

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

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

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

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

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

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

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

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

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

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

(9) Actual and Imminent Threats:

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

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

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

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

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

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

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

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

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

(c) Find alternative housing.

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

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

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

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(15) Confidentiality:

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

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

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

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

h. Owner Notice of Grounds

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

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

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

## **9. PHA Termination of Assistance**

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

## **10. Lease: Relation to HAP Contract**

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

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

## **11. Family Right to Move**

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

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental

assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

## **12. Security Deposit**

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

## **13. Prohibition of Discrimination**

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

## **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**

Previous editions are obsolete

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

## 17. Definitions

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

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

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

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

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

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

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

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

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

**PHA.** Public Housing Agency.

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

**Program.** The Section 8 project-based voucher program.

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

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

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