



section

# housing choice voucher program



**NYC**<sup>TM</sup>

Department of  
Housing Preservation  
& Development



# Section 8 Housing Choice Voucher Program Briefing Book

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# chapter 1 introduction



# Chapter 1: Introduction

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*This chapter includes information about:*

- Contacting HPD
- Hearing-Impaired Callers
- Limited English Proficiency (LEP)
- Translation and Interpretation Services
- HPD's Mission
- What is the Section 8 Housing Choice Voucher (HCV) Program?
- Administrative Plan
- Family Self-Sufficiency (FSS) Program
- Persons with Disabilities
- Violence Against Women Act (VAWA)
- Housing Discrimination
- Reporting Corruption and Criminal Activity
- Briefing Packet Materials

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Welcome to the City of New York Department of Housing Preservation and Development's Section 8 Housing Choice Voucher (HCV) Program.

This book will provide you with information on how the HCV Program works and your rights and responsibilities as a participant in the program. In this chapter you will find a brief introduction to the HCV Program.

## Contacting HPD

We encourage you to **contact** an HPD representative if you have questions or if you need assistance.

- Call Client Services at: **917-286-4300**
- Or Visit our office Monday through Friday from 9 AM to 4 PM at:

**New York City Dept. of Housing Preservation & Development**  
**Office of Housing Operations**  
**Division of Tenant Resources**  
**100 Gold Street, Room 1-0**  
**New York, NY 10038**  
(You will need to bring a photo ID)

- Or dial **311** for housing information & other government services
- Or online at: **<http://www.nyc.gov/html/hpd>**

## Hearing-Impaired Callers

If you are **hearing-impaired** and use TTY equipment, you may call HPD's TTY line at: **212-863-8508**.

## Limited English Proficiency (LEP)

If you **cannot read or understand English** and you need services in a language other than English, HPD will assist you.

HPD may have documents translated into other languages, provide an interpreter, or reach out to local organizations and city government to provide translation and interpretation for non-English-speaking families.

## Translation and Interpretation Services

If you speak a **language other than English** or you are hearing-impaired, there are resources available to help you understand the information in this Briefing Book. Call Client Services at: **917-286-4300**. For individuals requiring a TTY line please call (212) 863-8508.

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### Español

Si usted habla un **idioma que no es inglés** o si tiene problemas auditivos, hay recursos disponibles para ayudarlo a entender la información en este Libro Informativo. Llame a Servicios al cliente al: **917-286-4300**.

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### Русский язык

Если Ваш **родной язык не английский** или Вы страдаете нарушениями слуха, предлагаем к Вашим услугам ресурсы, позволяющие понять содержание данной брошюры. Звоните в отдел обслуживания клиентов по телефону **917-286-4300**

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### Kreyòl

Si ou pale yon **lang ki pa Angle** oswa si ou gen pwoblèm pou tande, genyen resous ki disponib pou ede ou konprann enfòmasyon ki nan Liv Ekspoze sa a. Rele Sèvis Kliyan nan nimewo: **917-286-4300**.

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### 中國人

如果您說**英語以外的另一種語言**或是聽障，有資源可協助您理解本簡介小冊的資訊。請致電**917-286-4300**與客戶服務部門聯絡。

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### 한국어

귀하께서 **영어 이외의 다른 언어**를 구사하시거나 청각 장애인인 경우, 본 안내 책자의 내용을 이해하시도록 도와드릴 수 있습니다. 고객 서비스 전화 **917-286-4300**번으로 문의하십시오.

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## HPD's Mission

The **New York City Department of Housing Preservation and Development (HPD)** is the largest municipal developer of affordable housing in the nation. Using a variety of preservation, development, and enforcement strategies, HPD strives to improve the availability, affordability, and quality of housing in New York City. HPD works with private, public, and community partners to strengthen neighborhoods and to enable more New Yorkers to rent well-maintained, affordable housing or to become homeowners.

## What is the Section 8 Housing Choice Voucher (HCV) Program?

The **Housing Choice Voucher (HCV) Program** is a federally-funded rental housing subsidy program that provides low-income families with financial assistance to lease safe, decent, and privately-owned housing by supplementing what they can afford to pay on their own.

The US Department of Housing and Urban Development (HUD) funds the HCV Program and sets the rules and regulations that HPD must follow in administering the program.

- Under the tenant-based HCV Program, HPD issues an eligible family a voucher and the family selects a unit (apartment or house) of its choice. Voucher holders are able to choose their own housing as long as it meets the requirements of the program.
- HPD pays a housing subsidy directly to the landlord or owner on behalf of the family. The family pays approximately 30% of its income towards the rent charged by the landlord, and the subsidy covers the difference.
- If eligible, families may move with Section 8 assistance. Requests to move must be made in advance and HPD approval must be given prior to the family moving out of the assisted unit. If the family moves out of the unit, HPD's contract with the owner ends.
- HPD also administers special Enhanced vouchers, also known as "sticky vouchers," and Project-Based vouchers. These vouchers have some different features than regular ("tenant-based") vouchers. They are discussed in more detail in Chapter 11 and Chapter 12.



## Administrative Plan

HPD's **Administrative Plan** includes HPD's policies for carrying out the HCV Program in a manner consistent with HUD regulations, local goals, and HPD's Agency Plan.

All participants in the program must comply with HPD's policies as stated in the current Administrative Plan.

You may request a copy of the current Administrative Plan at our office. The most recent Administrative Plan is also online at: <http://www.nyc.gov/html/hpd> (click on the "Section 8" heading).

All issues that are not addressed in HPD's Administrative Plan are governed by other HUD regulations and HPD policies, notices, memos, and state and local laws.

## Family Self-Sufficiency (FSS) Program

If you receive HCV assistance, you may be eligible for the **Family Self-Sufficiency (FSS) Program**.

- The FSS Program offers services to help you achieve economic self-sufficiency. The goal of the program is to help you gain the education, job training, and other services you need to find employment or a better-paying job.
- You may be eligible for a financial reward if you complete the program and meet specific FSS goals.
- Enrollment in FSS and graduation from does not mean that you will lose your Section 8 voucher.
- If you would like to receive information about the FSS program, please contact us at **917-286-4300**.

## Persons with Disabilities

If your household includes a **person with disabilities**, HPD will make efforts to assist you and to provide you with a reasonable accommodation:



- You may request an accommodation on the HCV application and on other HPD documents, or you may contact HPD at any time.
- To be granted a reasonable accommodation, you must show a relationship between the requested accommodation and the disability.
- To be eligible for a reasonable accommodation, you must provide certification or verification of the disability.
- HPD may waive or modify applicable program policies or procedures as a reasonable accommodation if HPD approves your request.
- You will be given reasonable time to find housing and may be given extended time so that you can locate housing that meets your needs.

## Violence Against Women Act (VAWA)

The **Violence Against Women Act (VAWA)** is a federal law that was passed to protect victims of domestic violence, dating violence, and stalking.



- If you are an applicant who is or who has been the victim of domestic violence, dating violence, or stalking, you cannot be denied Section 8 program assistance or admission if you otherwise qualify for assistance or admission.
- Your assistance may not be terminated, based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking where you are the victim.
- All claims must be properly documented.

## Housing Discrimination

### *Housing Discrimination is Against the Law*

- HPD will not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV Program on the basis of race, color, sex, religion, creed, national or ethnic origin, familial or marital status, handicap or disability, sexual orientation, gender identity, prior record of arrest or conviction, or status as a victim of domestic violence.
- If you believe that you have been a victim of **housing discrimination** during your housing search, you should report this claim to HPD's Office of Community Partnerships at **212-863-7928**. Staff in the office will assist you and will conduct an investigation.
- New York City Local Law 10 of 2008 prohibits owners of buildings with six or more units from discriminating against tenants or applicants for housing based upon lawful sources of income, which includes your Section 8 voucher.

If you believe that you have been the victim of income-based discrimination in the City of New York, you may file a complaint with the Law Enforcement Bureau of the City's Commission on Human Rights.

For more information on filing a complaint, call **212-306-7450**.

**Or**

Call **311**

**Or** visit <http://www.nyc.gov/html/cchr/html/howto.html>.

## Report Corruption and Criminal Behavior

The New York City Department of Investigation (DOI) handles complaints and allegations of **corruption and criminal behavior** in City agencies and by City employees.

Examples of corruption include City employees accepting bribes or gratuities, inspectors falsely reporting violations or overlooking violations for personal reasons, or City employees using City resources for non-City purposes.

To report corruption or criminal behavior, call DOI at **212-825-5959**

**Or** by fax at **212-825-2504**

**Or** visit <http://www.nyc.gov/html/doi>

**Or** by mail or in person to: **NYC Department of Investigation  
80 Maiden Lane, 17th Floor  
New York, NY 10038**





**section**



# Chapter 2: Program Integrity

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*This chapter includes information about:*

- HPD's Service Commitment
  - Program Abuse and Fraud
  - Errors and Corrective Actions
  - Repayment Agreements
  - Privacy
- 

The City of New York Department of Housing Preservation and Development (HPD) administers the Housing Choice Voucher (HCV) Program according to U.S. Department of Housing and Urban Development (HUD) regulations. HPD is committed to assuring that all participating families are given the correct amount of assistance and that housing resources reach only eligible families so that program integrity can be maintained.

**Program integrity** requires you to provide accurate and up-to-date information to HPD. If you are responsible for fraud or abuse, HPD may deny or terminate your assistance and may seek repayment and/or criminal prosecution.

## HPD's Service Commitment

HPD's goal is to provide excellent **service** to the families and owners participating in the Section 8 HCV Program. HPD will make every effort to inform you of the program rules and to advise you on how these rules affect you.

It is very important to ask questions if you are not sure of something. Do not hesitate to contact us if you have a question or problem.

## Program Abuse and Fraud

**Fraud and program abuse** are single acts or a pattern of actions that are intended to deceive or mislead. Making a false statement, omitting information, or concealing information in order to obtain Section 8 assistance or to reduce the amount of rent you pay are all considered fraud and program abuse.

You are committing fraud if you sign a form knowing that you provided false or misleading information. When you fill out your application and complete documents at your annual recertification, make sure that your answers are complete, accurate, and honest. If you do not understand a question, be sure to ask.



- Your assistance may be denied or terminated if you or a family member has willfully and intentionally committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- HPD may deny or terminate your assistance if you have misrepresented your income, household members, or any other reported information on or accompanying the HCV application.

- If you have committed fraud HPD may terminate your assistance, you may be required to repay the entire amount of assistance in full, and HPD may refer the case for criminal prosecution through the NYC Department of Investigation (DOI) Inspector General.
- HPD uses HUD's Enterprise Income Verification (EIV) internet database to identify families who have unreported and/or underreported income. EIV provides HPD with information about monthly employer new hires, quarterly wages (including employer information), quarterly unemployment compensation, and monthly Social Security (SS) and Supplement Security Income (SSI) benefits.

A sample EIV printout is included in your Briefing Packet.

If you know of anyone who provided false information on a housing assistance application or recertification, or if anyone tells you to provide false information, report that person to HPD's Program Integrity and Compliance Unit at:

**917-286-4300**, extension **8032**

**Or**

The New York City Department of Investigation at: **212-825-5900**

**Or**

HUD Office of Inspector General Hotline at: **1-800-347-3735**

**Or**

Call **311**

## Errors and Corrective Actions

It is your responsibility to provide accurate and up-to-date income information to HPD. It is HPD's responsibility to ensure that families receive the correct subsidy based upon the information that the family has provided and documented.

HPD will take **corrective actions** when errors or omissions are discovered. The specific corrective action depends upon who caused the error.

### If HPD makes an error:

- If HPD makes an error in determining your family income, your family share of the rent, or your household composition (determining who lives in your household), HPD will notify you and will correct the error.
- If your family share of the rent was too high as a result of an HPD error, HPD will refund the extra amount that you paid. HPD will refund this to the owner on your behalf. HPD will inform both you and the owner of this error by issuing a new rent breakdown letter. You must contact the owner to ensure your account is credited.

- If your family share of the rent was too low as a result of an HPD error, you will not be responsible for paying the owner any additional money and the owner will not be required to repay any excess HAP payments for the period in which the error occurred. HPD will notify you and the owner of the change in the amount of the family share and HAP payment. This change will be effective the first day of the month following notification.

If you make an error or omission:

- If your family share of the rent is too high as a result of your error or omission, you will **NOT** be reimbursed for any amount that you have overpaid. The change in your family share will be effective the first day of the month following notification or discovery of the error or omission.  
If your family share of the rent is too low as a result of your error or omission, HPD will notify both you and the owner of the correct family share and HAP payment. You will owe HPD the amount that you have underpaid retroactively to the time of the error or omission (see Repayment Agreements below).

## Repayment Agreements

If you owe money to HPD, HPD may allow you to enter into a **repayment agreement, and/or require you to pay a fine instead of terminating your subsidy**. HPD is under no obligation to enter into a repayment agreement and may terminate your subsidy without offering a repayment plan. If you do enter into a repayment agreement but do not comply with the terms, you may be terminated from the HCV program.

## Privacy

When you apply for HCV assistance you are required to sign a consent form called the Authorization for the Release of Information/Privacy Act Notice. By signing this form you authorize HUD and HPD to request income information from the identified sources listed on the form.

This information will be used to verify your household's income, to ensure that you are eligible for assistance, and to ensure that you receive the correct amount of assistance. HPD may utilize computer matching programs with these sources in order to verify your eligibility and to determine the amount of your assistance.



- Your income information is protected in accordance with state and federal **privacy** laws. HPD employees may be subject to penalties for unauthorized disclosure or improper use of your income information.
- HPD may disclose your information for certain routine uses, such as to other government agencies for law enforcement purposes, to federal agencies for employment suitability purposes, and to other housing authorities for the purpose of determining housing assistance.
- It is the owner or landlord's responsibility to screen and select their tenants. HPD encourages owners to consider a family's background regarding payment of rent, care of the unit and premises, and criminal activity.

- To assist prospective owners in determining the suitability of applicants, HPD, if requested in writing, may provide the owner with the name and address of the landlord at your current and prior address unless you notify us that your family's location must be protected due to domestic violence or witness protection. HPD will not give information to owners about your income, household composition, or past rent payment history.

## **Ask Questions**

Before you sign any documents, make sure that you read them thoroughly and that you understand them. If you do not understand something on the application or forms, always ask questions.



section

# chapter 3 eligibility



# Chapter 3: Eligibility

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*This chapter includes information about:*

- The Definition of a Family
  - Income Limits
  - Citizenship or Eligible Immigration Status
  - Social Security Numbers
  - Prohibited Activities
  - Applicant Screening
  - Denial of Assistance
- 

To participate in the Housing Choice Voucher (HCV) Program you must meet the requirements set by the U.S. Department of Housing & Urban Development (HUD) and HPD.

After you complete an application, and if you are determined initially eligible to receive HCV assistance, HPD will put your name on a waiting list. When your name reaches the top of the waiting list, HPD will contact you to attend a mandatory briefing. If you have received a "Notice of Section 8 Mandatory Briefing" and have been given this Briefing Book, you are at the briefing stage in the eligibility process.

In this chapter you will learn how HPD determines your **eligibility to receive HCV assistance**. HPD usually completes your initial eligibility determination before you are invited to a briefing session.

**To be eligible for HCV assistance, you must:**

## Meet the Definition of a Family

To be eligible for HCV assistance you must qualify as a **family**.

- A family is defined as a single person or a group of two or more persons, with or without children, who maintain an interdependent relationship and whose income and resources are available to meet the family's needs.
- Families must show evidence of a stable family relationship or have a history as a family unit.
- The following individuals may be considered family members:
  - Husband
  - Wife
  - Domestic partner
  - Son
  - Daughter
  - Stepson
  - Stepdaughter
  - Father
  - Mother
  - Stepfather
  - Stepmother
  - Brother
  - Sister
  - Nephew
  - Niece
  - Uncle
  - Aunt
  - Grandfather
  - Grandmother
  - Grandson
  - Granddaughter
  - Father-in-law
  - Mother-in-law
  - Son-in-law
  - Daughter-in-law
  - Foster child
  - Adopted child
  - Any other family member or person for whom the head of household can demonstrate legal guardianship or a relationship based upon dependency, blood, marriage, or domestic partnership
  - Any other family member or person for whom the head of household can demonstrate legal guardianship or a relationship based upon dependency, blood, marriage, or domestic



- Households may include a live-in aide who is not a family member if the aide meets the HCV program requirements. Written approval from HPD is required.
- You may not rent from any immediate family member (a parent, child, grandparent, grandchild, sister, or brother). HPD may waive this restriction as a reasonable accommodation for a family member who is a person with a disability and can demonstrate a relationship between the disability and the requested accommodation.

## Eligibility of College Students

If you are enrolled full-time or part-time at a college or university, you do not qualify as a family for the purpose of receiving HCV assistance unless you meet one of the following requirements:

- You are 24 years old or older
- You are a veteran of the U.S. armed forces
- You are married
- You have a legal dependent other than a spouse (a child or elderly dependent parent)

### To be eligible for HCV assistance, you must:

#### Be Within the Income Limits

To be eligible for HCV assistance your household **income** at the time of initial eligibility determination and admission cannot be more than 50% of the Area Median Income (AMI) (or 30% of the AMI, depending upon the program through which your application was submitted) except in special circumstances. The AMI, as published by the U.S. Census Bureau, is an estimate of how much money people make in the area where you live.

Different income limits apply for Enhanced voucher holders and families that are transitioning to Section 8 from another federal subsidy program such as public housing (referred to as continually assisted). For more information, see Chapter 11: Enhanced Vouchers.

HPD will determine your **annual income** (also known as your “gross income”) according to HUD regulations. Your annual income includes:

- All amounts (monetary or not) that are paid to or are paid on behalf of the head of household or spouse or any other family member, even if this person is temporarily absent from your residence
- All amounts that you anticipate receiving from someone outside of your household during the 12-month period following your admission to the program or your annual recertification
- **Annual income** includes, but is not limited to:



- The full amount, before any deductions, of your wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation
  - Your net income from the operation of a business or profession
  - Interest, dividends, and other net income of any kind from your real or personal property, including real estate. This also includes any rental income if you rent out your property.
  - The full amount of periodic payments that you receive from Social Security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, or other similar types of periodic income
  - Payment that you receive in place of earnings, such as Unemployment Insurance, workers' compensation, and severance pay
  - Welfare assistance
  - Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts that you receive from persons outside of your household
  - All regular pay, special pay, and allowances received by a member of the Armed Forces who is the head of household or spouse or whose dependents are residing in the household
- Some income sources do not count towards your gross income and are considered "excluded" from HPD's calculation of your income. Examples of excluded income include all earned income of minors and payments for care of foster children.

You must **report all income** for your household, and HPD will determine if any of this income is excluded.

- HPD will calculate your annual income and will subtract any **deductions and allowable expenses** for which your family is eligible.

HUD regulations specify these deductions and allowable expenses:

- A deduction for each family member under age 18
- A deduction for each family member (other than the head of household or spouse) who is 18 or over and who is a person with a disability or is a full-time student
- A deduction for families where the head of household, spouse, or the only household member is age 62 or over or is a person with a disability. If you believe you qualify for this deduction, HPD may request documents to verify eligibility.
- Childcare expenses for family members age 12 or younger if the childcare enables an adult family member of your household to be employed, to actively seek employment, or to further his or her education.



Your childcare expense must be reasonable and may not be more than the amount of income that you earn from employment. A childcare expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.

- Eligible medical expenses for any of your family members if the head of household or spouse is elderly or disabled.

The allowable medical expense deduction is the amount of your eligible medical expenses that exceeds 3% of your household's annual income. A medical expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.

- Eligible disability assistance expenses to cover attendant care or an auxiliary apparatus (such as a wheelchair or medical equipment) for a disabled member of your family.

The allowable disability assistance expense deduction is the amount of your eligible disability assistance expenses that exceeds 3% of your household's annual income. The disability assistance expense is only an allowable deduction if it allows an adult family member to be employed outside of the home. A disability assistance expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.

- HPD will determine whether an expense is an allowable deduction from your income.

**Your annual income minus your allowable deductions and expenses equals your adjusted income. Your monthly rent payment is based on your adjusted income.**

### **Zero Subsidy (“No Rent Hardship”)**

HPD may deny you assistance if your family's portion of the rent as determined by HPD is greater than or equal to the full contract rent for your unit. This is referred to as “zero subsidy” or “no rent hardship.” For an explanation of these terms and for more information on how your family share of the rent is calculated, see Chapter 4: Vouchers and Rent.

**To be eligible for HCV assistance, you must:**

### **Be a U.S. Citizen or Have Eligible Immigration Status**

To be eligible for HCV assistance your family must have at least one member who is a **U.S. citizen** or has **eligible immigration status**. HPD will verify all household members who declare eligible immigration status using a federal database.

## To be eligible for HCV assistance, you must:

### Provide Social Security Numbers

To be eligible for HCV assistance you are required to provide verification of **Social Security numbers** for all family members.



- If you do not have a Social Security card, you may provide another acceptable form of verification that verifies your Social Security number, such as a bank statement, IRS Form 1099, or government-issued document that has your name and Social Security number on it.

## To be eligible for HCV assistance, you must:

### Have Not Engaged in Prohibited Activities

You **are not** eligible for HCV assistance if:

- Any family member has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing
- Any family member is subject to a lifetime registration requirement under a state sex offender registration program
- Your family was evicted from federally assisted housing for serious violation of the lease
- Any family member on the HCV application has been evicted from federally-assisted housing in the last 3 years
- Any family member fails to sign and submit consent forms for obtaining information
- If no family member can establish either citizenship or eligible immigration status



HPD **may** deny you assistance if:

- HPD has previously terminated HCV assistance for any member of your family
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Any family member engages in illegal drug use
- Any family member commits drug-related criminal activity or violent criminal activity
- Any family member has engaged in criminal activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract administration function or responsibility on behalf of HPD
- There is reasonable cause to believe that a family member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

- Your family currently owes rent or other amount to HPD or to any Public Housing Authority in connection with HCV or public housing assistance
- Your family has not complied with a repayment agreement with HPD or another Public Housing Authority
- Your family has engaged in or threatened abusive or violent behavior toward HPD personnel
- Your family has misrepresented income, household members, or other reported information on or accompanying the HCV application
- Your family has violated one of the HCV Program’s family obligations listed on your voucher
- Your family has failed to provide requested information or has failed to attend a mandatory briefing
- Your family has failed to reimburse a Public Housing Authority for amounts paid to an owner under a HAP contract for rent, for damage to a unit, or for any other amounts owed under the lease
- There is any good cause reason as determined by HPD for denying your application for assistance, subject to program regulations

## Applicant Screening

HPD will administer **screening** fairly and will not violate your rights to privacy or discriminate on the basis of your race, color, nationality, religion, familial status, disability, sexual orientation, gender identification or other legally-protected factors.

- HPD will conduct screening for drug-related and violent criminal behavior for family members 18 years or older.
- HPD will conduct a lifetime sex-offender registry screening for any family members 18 years or older
- Owners may conduct their own screening before allowing you to sign a lease.

## Denial of Assistance

If HPD denies your assistance, HPD will give you prompt notice along with a brief statement of the reason for the decision. You will be given the opportunity to request an informal review. Chapter 16: Appeals and Hearings contains information on the informal review process.

**If you are denied assistance, one or more of the following may occur:**

- You will not be placed on the waitlist
- Your voucher will be canceled

- HPD will not approve your tenancy or enter into a HAP contract with your landlord.
- HPD will not provide you with assistance with using your voucher to move outside of New York City (portability)





**section**

**chapter 4  
vouchers and  
rent**



# Chapter 4: Vouchers and Rent

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## This chapter includes information about:

- Vouchers
- Total Tenant Payment (TTP)
- Maximum Initial Rent Burden
- Payment Standards
- Gross Rent
- Family Share
- Housing Assistance Payments (HAP)
- Subsidy Standards
- Reasonable Rent
- Example of Rent Calculation
- Rent Breakdown Letter
- Rent Increases

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After HPD has determined that you are initially eligible for assistance, you are required to attend a briefing session. Following the briefing, if you are eligible, HPD will issue you a **voucher**. Your voucher entitles you to search for an apartment.

As a participant in the Housing Choice Voucher (HCV) Program, you will be provided assistance to help you afford your **rent**. HPD will pay your landlord a monthly housing subsidy on your behalf. You will be responsible for paying the difference between the actual rent charged by the landlord and the amount subsidized by HPD.

In this chapter you will find information to help you understand what a voucher is and how the voucher and rent process works.

HPD also administers special "Enhanced vouchers," also known as "sticky vouchers," and Project-Based Vouchers. These vouchers have some different features than regular ("tenant-based") vouchers. They are discussed in more detail in Chapter 11 and Chapter 12. HPD will inform you at the Briefing Session if you will receive an Enhanced voucher or Project-Based Voucher.

## Understanding the Terms

.....  
Understanding the terms used in this chapter will help you during the rental process.

**Adjusted Income:** This is your annual ("gross") income minus allowable deductions and expenses as calculated by HUD.

**Certificate of Occupancy:** Also known as the **C of O**, this is a copy of a document issued by the NYC Department of Buildings that authorizes the use of a building for a particular purpose. It states that the building has been inspected, met all codes, and may be occupied legally.

**Contract Rent:** Also known as the **rent to owner**, this is the full rent that the owner is charging for the unit.

**Gross Rent:** This is your entire housing cost, which includes both the rent to owner and any additional utility costs that you will need to pay.

**Family Share:** This is your contribution toward the gross rent.

**HAP:** Also known as the **Housing Assistance Payment**, this is the portion of your rent that is paid by HPD.

**HAP Contract:** Also known as Housing Assistance Payment Contract - A contract between HPD and landlord that outlines the terms and conditions of subsidy payments to the landlord on the tenant's behalf.

**Landlord Package:** The Landlord Package consists of the forms that the Landlord must complete to provide HPD with basic information about the rental unit and the landlord such as address, rent amount, etc. It also includes the **RFTA** and lead based paint disclosure forms. The Landlord Package also includes informational fact sheets for the landlord to learn about requirements of HPD's program.

**RFTA:** Also known as the **Request for Tenancy Approval** or form HUD-52517, this form must be submitted by the owner or family as part of the Housing Choice Voucher program leasing process. It contains important information about the rental unit selected by the family.

**Payment Standard:** This is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market. It is the maximum monthly subsidy that HPD may pay for a unit based on the unit size.

**Reasonable Rent:** This means that the rent is comparable to the rents that are being charged for similar unsubsidized apartments in the same building or neighborhood. HPD may not approve any rent higher than the reasonable rent even if HPD determined reasonable rent is below the payment standard.

**Maximum Initial Rent Burden:** The **maximum initial rent burden** is the maximum amount that your family may contribute to total housing costs at the time that you sign your initial lease.

**Subsidy Standards:** Also known as **Occupancy Standards**, these determine the number of bedrooms needed for families of different sizes and compositions.

**TTP:** Also known as **Total Tenant Payment**, this is the minimum amount that you must contribute toward rent and utilities regardless of the unit you select.

**Voucher:** This represents a contractual agreement between you and HPD specifying the rights and responsibilities of each party.

## Vouchers

Once HPD has determined that you are eligible to participate in the HCV program and you have attended a briefing on the program requirements, you will receive a **voucher**. You will also receive a blank Landlord Package that your landlord will complete and return to HPD.

## Your Voucher

- Represents a contractual agreement between you and HPD
- As a voucher holder, it is your responsibility to search for a unit (apartment or house)
- Specifies the unit size for which you are eligible based upon HPD's subsidy standards
- Describes the HCV Program and procedures for approving a unit that you select

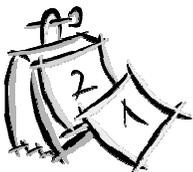
**Your initial voucher is good for 120 days. Your voucher does not admit you to the HCV Program. You are not a participant in the program until a lease and HAP contract are signed, have been returned to HPD, and have taken effect and HPD mails you a rent breakdown letter. Becoming a participant in the Section 8 program is not only dependant on your compliance, but also on voucher and funding availability.**

**If you locate a newly-constructed unit that does not yet have its Certificate of Occupancy (C of O) and it will not have one before the date that your voucher expires, do not wait for the unit. Continue your housing search.** HPD will not extend vouchers for applicants who are waiting for an apartment to receive its Certificate of Occupancy.

If you are remaining in your current apartment and believe that you worked with someone from an HPD program to complete a Landlord Package at the time you completed your application, please contact the HPD program to confirm this. You can also call Client Services to confirm that a Landlord Package has been received by Owner Services at: **917-286-4300**.

## Suspending Your Voucher Term

- As soon as you submit a completed Landlord Package, HPD will suspend your voucher term ("stop the clock") until your request is approved or denied.
- If the Landlord Package submitted is not approved, HPD will invite you to come to HPD for a new voucher. If you do not respond to HPD's invitation for a new voucher, you may be denied assistance.



## Expiration

- If you have not located a unit and submitted a complete Landlord Package within the 120 day voucher term, your voucher will expire. You will need to reapply for the HCV Program, and you will be placed on the waiting list only if HPD is accepting applications through one of its programs and if you are still eligible.
- It is your responsibility to monitor the expiration date on your voucher. HPD will not notify you that your voucher has expired. Once your voucher expires, your application is closed and you are no longer eligible for Section 8 subsidy.

## Voucher Extensions

- You should make every effort to locate a decent, safe and affordable apartment during the 120-day voucher term so that your voucher does not expire.

- HPD will only grant voucher extensions for very limited documented special circumstances and emergencies. HPD may grant extensions if needed as a reasonable accommodation for a person with disabilities.
- HPD will determine whether you qualify for a voucher extension.
- You must obtain HPD's approval for all voucher extensions.
- Voucher extensions may not be available depending on availability of vouchers so you should make every possible effort to locate an apartment within the 120-day voucher term.
- If you locate an apartment that is not currently ready for occupancy (it is a new building that does not have a Certificate of Occupancy, the unit is being renovated, another family resides in the unit, etc.) you should continue to look for an apartment that is immediately available. HPD will NOT grant voucher extensions for tenants who locate units that are not ready for occupancy.
- To request an extension, you will need to come in to HPD's office and complete a Request for Voucher Extension form. You should bring all of the supporting documentation that you will submit to justify your request. If you cannot come in to the office due to your disability, please call Client Services at: **917-286-4300**.

## Total Tenant Payment (TTP)

After you submit a completed Landlord Package and the unit has passed an HQS inspection (see Chapter 7: HQS Inspections), HPD will calculate your portion of the rent. This is the **Total Tenant Payment (TTP)**. The TTP is the minimum amount that you must pay towards rent and utilities regardless of the unit that you select.

Your TTP is the higher of:

- 30% of your monthly adjusted income
- 10% of your monthly gross income
- HPD's minimum rent payment (\$50). Exceptions to the minimum rent payment may be granted under certain circumstances due to financial hardship.
- Welfare rent, where applicable

## Maximum Initial Rent Burden

The **maximum initial rent burden** is the maximum amount that your family can contribute to total housing costs at the time that you sign your initial lease.

Your maximum initial rent burden is equal to 40% of your monthly adjusted income. You cannot pay more than 40% of your monthly income towards your housing costs.

If you select a unit where the gross rent is higher than the Payment Standard for that

unit size and that rent is determined reasonable by HPD, you will have to pay more than 30% of your monthly adjusted income towards rent. However, your Total Tenant Payment still cannot be more than 40% of your adjusted monthly income at the time that you sign your initial lease.

If the Landlord is not willing to adjust the rent, the request for tenancy will be rejected.

## Payment Standards

The **Payment Standard** is the maximum monthly subsidy that HPD will pay for a unit, based on the number of bedrooms in the unit.



- HPD sets the Payment Standard at 110% of the HUD Fair Market Rent (FMR) for the New York City metropolitan region.
- Your Payment Standard is the lower of:
  - The Payment Standard amount for your voucher size; or
  - The Payment Standard amount for the size of the unit that you rent

For example, if you have a voucher for a one bedroom unit and you rent a two bedroom unit, HPD would apply the Payment Standard for a one bedroom unit, and you would have to pay any additional rent costs out of your own pocket to remain in the subsidized unit. **Your maximum rent payment cannot exceed 40% of your monthly adjusted income.**

- If your family size increases or decreases during the HAP contract term, HPD will redetermine the voucher size for which you are eligible and will apply the Payment Standard for your new family size at the next annual recertification. Your Payment Standard will still be the lower of the Payment Standard amount for your voucher size or the Payment Standard for the size of the unit that you are renting.
- If you are living in a unit larger than the approved size for your family size, you will have to pay any additional rent costs out of your own pocket to remain in the larger unit. You cannot pay more than 40% of your adjusted monthly income towards your housing costs. If living in the in the unit will result in you paying more than 40% of your adjusted monthly income towards your housing cost, HPD will reject the Landlord Package/RFTA that you submitted for the unit.
- To keep your share of the rent at 30% of your income, you should look at units where the rent is less than or equal to the Payment Standard for your voucher size. A Schedule of Payment Standards is included in your Briefing Packet appendix.

## Gross Rent

Your **gross rent** is your entire housing cost, which includes both the rent paid to the owner and any additional utility costs that you will need to pay. If all of the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

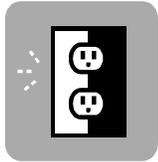
## Rent to Owner

Rent to owner, or contract rent, is the full rent that the owner is charging for the unit, including any utilities provided under the lease. The total rent that you pay to the owner plus the HAP payment paid by HPD is generally equal to the total contract rent for the unit.

## Utilities

Your lease and Landlord Package specify the utilities that you pay for and the utilities, if any, that are included in your rent.

- You must notify HPD if there is any change in who is responsible for paying utility expenses. Changes to payment of utilities may only be requested at the point of lease renewal. The change must be requested in advance with a RFTA and lease that outlines the proposed changes.
- If you are responsible for paying for utilities, HPD provides a Utility Allowance (UA) to assist you with utility costs.
- The UA covers the basic utility costs for an energy-conservative household. Depending on your energy usage, your actual utility costs may exceed your Utility Allowance. You will then have to pay the additional amount out of your pocket. However, if you conserve your energy use, you may have to pay less than the amount of your Utility Allowance and you may keep the difference.
- The UA is based on the utility schedule (the average utility consumption) for a family in your unit size for each of the utilities that you pay. For example, if your family pays for hot water, heat, and electricity, HPD uses the utility schedule for your unit size for each of these utilities to determine the total UA for your family.
- The UA is based on the size of the unit you are actually living in, regardless of the size that is authorized on your voucher.
- You do not receive a UA if all of your utilities are included in the unit rent.
- Your UA is subtracted from your family's share of the rent.
- To determine the UA for your unit size, consult the Schedule of Payment Standards included in your briefing packet.



## Sub-metering

Sub-metering refers to the individual metering of utilities at an apartment building.

- Your landlord may install an individual meter in your unit to measure your energy usage and then bill you for your utility usage.
- If your utilities are sub-metered, the charges for utilities are no longer part of your rent but are a separate charge for which you are responsible in addition to the rent. If your utilities are sub-metered, you will receive a Utility Allowance.
- Depending on your energy usage, your actual utility costs may exceed your Utility



Allowance. You will then have to pay the additional amount out of your pocket. If you conserve your energy use, you may have to pay less than the amount of your Utility Allowance and you may keep the difference.

## Family Share

The **family share** is your contribution toward the gross rent.

Your family share may be the TTP or a higher amount, depending on the unit that you select:

- If you select a unit with a gross rent that is equal to or lower than your Payment Standard, your family share will be the same as the TTP.
- If you select a unit with a gross rent that is higher than the Payment Standard, your family share is the TTP plus any amount by which the gross rent exceeds the Payment Standard.

Your family share gets split into two parts:

- The part that you pay the owner for rent (the family rent to owner)
- The part that you use to pay your utility bills

## Family Rent to Owner

The family rent to owner is the portion of the family share that is paid to the owner for rent.

- If you are not responsible for paying any utilities, your rent to owner is the same as your family share.
- The family share will be listed on the Rent Breakdown letter that HPD will send you once you become a participant.

## Housing Assistance Payment (HAP)

The portion of your monthly rent that HPD pays to the owner is called the **Housing Assistance Payment (HAP)**.

- HPD can only calculate your HAP after you have been issued a voucher, have selected a unit, submitted a complete Landlord Package, the rent has been approved by HPD and the unit has passed an HQS inspection.
- HAP is the lower of:
  - The payment standard minus your TTP
  - The rent to owner minus your TTP

## HAP Contracts

- After your rent and lease are approved and the unit passes inspection, HPD will execute a HAP contract with the owner.
- The HAP contract describes in detail program requirements affecting the owner and the owner's roles and responsibilities under the Housing Choice Voucher program.
- After you have signed a lease and the owner and HPD have executed the HAP contract, HPD will send you and the owner a Rent Breakdown letter. The letter will specify the amount that you are responsible for paying to the owner each month.
- Even though you signed a lease that states the full contract rent, your Rent Breakdown letter will specify the dollar amount that you are required to pay to the owner.



## Subsidy Standards

**Subsidy standards**, also known as “occupancy standards,” are used to determine the appropriate number of bedrooms (the voucher size) and the subsidy amount for families.

- Subsidy standards provide for the smallest number of bedrooms needed to house a family without overcrowding.
- Subsidy standards are based on the following guidelines:
  - One bedroom will generally be allocated for each two family members. HPD will also consider the sex, age, and relationship of family members, as well as medical conditions, disability, and whether a family member needs a live-in aide.
  - All adults (persons who are 18 years of age or older) of different generations or who are over 25 years of age may be allocated separate bedrooms, unless they are a husband and wife or a couple that has an interdependent relationship. In this case they will be allocated one bedroom.
  - Two children of the same sex will be allocated one bedroom.
  - Children of the opposite sex who are four years old or older will be allocated one bedroom each.
  - Single parents with a child that is age three or younger will be allocated one bedroom.
  - Any live-in aide must be approved by HPD to reside in the unit and will be counted as a household member for the purpose of determining the appropriate unit size.
  - Foster children will be included in determining unit size only if they will be in the unit for more than 183 days (six months) a year.



- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent at least 183 days (six months) a year.
- Space may be provided for a family member who is away at school but who lives with the family during school breaks.

In general, the following standards are used to determine your voucher size:

<b>Voucher Size</b>	<b>Minimum Number of Persons in Household</b>	<b>Standard Number of Persons in Household</b>	<b>Maximum Number of Persons in Household</b>
0-Bedroom	1	1	2
1-Bedroom	1	2	4
2-Bedroom	2	4	6
3-Bedroom	4	6	8
4-Bedroom	6	8	10
5-Bedroom	8	10	12
6-Bedroom	10	12	14

- You may choose a unit with a different bedroom size than that listed on your voucher. However, the maximum subsidy you can receive is based on the Payment Standard for the unit size listed on your voucher or for the size of the unit that you select, whichever is lower.
- Families living in a unit larger than the number of bedrooms for their voucher size are considered overhoused.
- Families that exceed the maximum number of persons in a household are considered overcrowded and will be required to reduce their household size or move to an appropriately-sized unit.
- If your family is overcrowded according to HPD’s subsidy standards, HPD cannot subsidize you in your apartment.
- For the purposes of determining whether a family is overcrowded, HUD’s space requirements specify that there must be at least one bedroom or living/sleeping room for each two persons, based upon the subsidy standards guidelines listed above.

A living room must have:

- Two working electrical outlets; or one working outlet and one working light fixture; and
- A window if the room is used primarily for sleeping

Living/sleeping rooms do not count as bedrooms in determining your Payment Standard.

An example of an overcrowded family would be a five-person household living in a one-bedroom apartment with a living room.

If any changes have occurred regarding your household income, family composition or family assets as of today’s briefing date and prior to you receiving your rent breakdown letter you must contact HPD immediately. You must submit a “Declaration of Change in Household Composition or Income” form and include supporting documentation promptly. (see form on page 37)





**Additional documents to be submitted for new household member:**

Required for all proposed household members **18 years of age and older:**

A photo ID, social security card, documentation of age, and proof of citizenship or legal resident status

A signed Form 1: Authorization for the Release of Information

Required for all proposed household members **under 18 years of age:**

A letter from a school official or social service provider stating the child permanently resides with the head of household

A copy of social security card, documentation of age, and proof of citizenship or legal resident status

Form 9: Verification of Absent Parent(s) form (if applicable)

Birth Certificate to add newborns

**PART B: REQUEST TO REMOVE A PERSON FROM THE HOUSEHOLD**

Name of person to remove from Section 8 household composition:

\_\_\_\_\_ Last Name First Name Social Security Number

**Reason for removal of the above family member:**

Death - Date \_\_\_\_\_ (HPD will verify with the Social Security Administration)

Copy of the death certificate

Household member moved out or will not remain in household when Section 8 subsidy begins. (Please provide proof of new address, e.g., lease or utility bill with new address)

If documentation with new address is not provided, please use the space below to explain:

\_\_\_\_\_  
\_\_\_\_\_

**PART C: REQUEST TO CHANGE INCOME OR ASSET INFORMATION FOR AN EXISTING MEMBER OF THE HOUSEHOLD.** Please complete PART C on a new form if you are reporting a change for more than one household member.

Household member you are reporting a change for:

\_\_\_\_\_ Last Name First Name Social Security Number

ARE YOU REPORTING A CHANGE IN INCOME?  YES  NO If yes, complete C1 below

ARE YOU REPORTING A CHANGE IN ASSETS?  YES  NO If yes, complete C2 below

**C1 INCOME:** If you have changed employers or stopped working, you must provide a letter from your former employer stating the last date of employment, and if you are no longer working, complete the "Statement of Non-Employment." If you have a new employer, please complete Form 4: Verification of Wages. If you have begun receiving other income such as PA, SSI, or child support, please submit documentation. If you have stopped receiving other such income, please submit documentation. Please review the "What is Income?" form to understand the different types of income.

<input type="checkbox"/> Reporting new income <input type="checkbox"/> Reporting end of income	INCOME SOURCE <input type="checkbox"/> Employment <input type="checkbox"/> Other _____ _____	AMOUNT \$ _____ PER _____ (Frequency, i.e., per week, month, day)	EMPLOYER NAME AND PHONE NUMBER OR TYPE OF INCOME (if other than employment):
	_____	_____	_____

<input type="checkbox"/> Reporting new income <input type="checkbox"/> Reporting end of income	INCOME SOURCE	AMOUNT	EMPLOYER NAME AND PHONE NUMBER OR TYPE OF INCOME if other than employment):
	<input type="checkbox"/> Employment <input type="checkbox"/> Other ____	\$ _____ PER _____	

**C2 ASSETS:** If you are adding an asset, please include documentation from each institution for each account. If you are removing an asset, you must include a letter or statement from the institution showing that the account is closed. Please review the "What is an Asset?" form to understand the different types of assets.

<input type="checkbox"/> Adding asset <input type="checkbox"/> Removing asset	TYPE OF ASSET AND INSTITUTION:	ACCOUNT NUMBER	VALUE
			\$ _____
<input type="checkbox"/> Adding asset <input type="checkbox"/> Removing asset	TYPE OF ASSET AND INSTITUTION:	ACCOUNT NUMBER	VALUE
			\$ _____
<input type="checkbox"/> Adding asset <input type="checkbox"/> Removing asset	TYPE OF ASSET AND INSTITUTION:	ACCOUNT NUMBER	VALUE
			\$ _____

I CERTIFY THAT ALL STATEMENTS IN THIS SECTION ARE TRUE AND COMPLETE. FURTHER, I PROVIDE CONSENT TO ALLOW HPD TO INDEPENDENTLY VERIFY LEGAL IMMIGRATION STATUS WITH THE UNITED STATES BUREAU OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) IF I CHECKED "I AM A NON-U.S. CITIZEN WITH LEGAL RESIDENT STATUS."

_____	_____/_____/_____
<b>SIGNATURE OF PROPOSED HOUSEHOLD MEMBER OR GUARDIAN (IF UNDER 18)</b>	<b>DATE</b>
_____	_____/_____/_____
<b>SIGNATURE OF HEAD OF HOUSEHOLD</b>	<b>DATE</b>





## Exceptions to Subsidy Standards

HPD may grant you an exception to the subsidy standards if the exception is justified by age, sex, health, disability, relationship of family members, or other personal circumstances.

- All requests for exceptions must be:
  - Made in writing
  - Received by HPD within 14 calendar days of your voucher issuance date
  - Accompanied by documentation from a verifiable source (such as a doctor) on the need for the exception



## Changes in Voucher Size

- You can receive a larger voucher if you add family members due to birth, adoption, marriage, domestic partnership, court-awarded custody, or the need for a live-in aide. You must inform HPD immediately if you add a family member or if anyone leaves your household.
- Any added family members age 18 or older will be subject to the Lifetime Sex Offender Registry Screening.
- For all other additions to the household composition you must request approval from HPD prior to anyone moving in.

## Reasonable Rent

HPD will not approve a lease until it has determined that the initial rent to owner is reasonable:

- **Reasonable rent** means that the rent is comparable to the rents that are being charged for similar unassisted apartments in the same building or neighborhood.
- HPD considers the location, size, quality, unit type, age, amenities, services, maintenance, and utilities provided in determining whether a rent is reasonable.
- The rent to owner cannot exceed HPD's determination of a reasonable rent. The owner cannot charge more and you cannot pay more.
- The owner may not increase the rent during the initial term of the lease.
- The owner cannot charge more for your unit than for comparable unassisted units in your building.

## Example of Rent Calculation

Here is an example to help you understand how HPD calculates family's share of the rent.

In this example, the family's monthly gross income is \$940. HPD has calculated its monthly adjusted income as \$900, and they have a one bedroom voucher. The family's rent does not include utilities.

1. To determine how much the family's share of the rent will be in this example, HPD must first **calculate its TTP**.

The TTP is the greater of:

- 30% of the family's monthly adjusted income =  $\$900 \times .30 = \mathbf{\$270}$
- 10% of the family's monthly gross income =  $\$940 \times .10 = \$94$
- HPD's minimum rent payment = \$50



**The Total Tenant Payment (TTP) for this sample family is \$270. This is the minimum amount that the family will have to pay towards its housing costs.**

2. To determine how much rent the family can afford to pay, HPD must also **calculate the family's maximum initial rent burden**.

The maximum initial rent burden = 40% of the family's monthly adjusted income.

- $\$900 \times .40 = \$360$

**The sample family's maximum initial rent burden is \$360. This is the most that the family is allowed to contribute towards its total housing costs.**

Once the sample family has selected a unit (either where it already lives or a unit that it wishes to move to), HPD must determine **whether or not the family can afford to rent the unit**.

In this example, the family has selected a one-bedroom unit with a contract rent (rent to owner) of \$1,000 per month. Utilities are not included in the rent.

Utility Allowances and Payment Standards change every year, but in this example, let us assume that HPD's Utility Allowance for the family's unit size is \$125 per month and HPD's Payment Standard for a one-bedroom unit is \$1,200 per month.

HPD has already calculated that the sample family's TTP (the least that it will pay towards housing costs) is \$270 and its maximum initial rent burden (the most that it can pay) is \$360.

1. To determine how much rent the sample family will pay, HPD must first **calculate the gross rent**.

The gross rent is the contract rent + the Utility Allowance for the unit size.

- $\$1,000 + \$125 = \mathbf{\$1,125}$

**In this example, the gross rent is \$1,125.**

2. HPD must **calculate the amount of the HAP payment that HPD will pay to the owner.**

The HAP payment is the lower of:

- The family's gross rent – their TTP =  $\$1,125 - \$270 = \mathbf{\$855}$
- HPD's Payment Standard for the unit size – the TTP =  $\$1,200 - \$270 = \$930$

**HPD's HAP payment to the owner is \$855.**

3. HPD must **calculate the sample family's rent to the owner.**

The family's rent to the owner = the contract rent for the unit – HPD's HAP payment



- $\$1,000 - \$855 = \$145$

**The sample family's rent to the owner is \$145 because HPD has provided the family with a \$125 UA as no utilities are included in its rent. Remember, the family must pay any utilities that are not included in its rent.**

**In this example, the family's payment to the owner each month is \$145.**

4. To determine whether the family can afford an apartment, HPD must **compare the family's payment to the owner to their maximum initial rent burden.** The family's payment to the owner cannot be higher than their maximum initial rent burden.

- Payment to owner = \$145
- Maximum initial rent burden = \$360

The family's TTP is lower, so it can afford to rent this apartment.

## Rent Breakdown Letter

After the landlord signs and returns the HAP contract with an executed lease with matching dates, HPD will send you and the landlord a **Rent Breakdown letter** that lists the amount of:

- The contract rent for your unit
- The monthly rent that you owe to your landlord
- HPD's HAP payment to your landlord

HPD will not make any payments prior to the effective date on the HAP contract.

## Rent Increases

Your landlord may request a **rent increase** from HPD once per year. See Chapter 9: Owner Responsibilities for information on the rent increase process.

**You should not pay an increase in rent to your landlord unless you receive a new Rent Breakdown letter from HPD.**



**section**

**chapter 5  
finding an  
apartment**



# Chapter 5: Finding an Apartment

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*This chapter includes information about:*

- Better Information, Better Choices: Factors to Consider
  - Watch Out for Housing Assistance Scams
  - Housing Discrimination
  - After You Have Found an Apartment
- 

After HPD has issued you a voucher, you must **find an apartment** that meets all of the program requirements.

Finding an apartment can be difficult, and deciding where you are going to live is a very important decision. In this chapter you will find information to help you in your search for an apartment.

## Understanding the Terms

Understanding the terms used in this chapter will help you during your search for an apartment.

- **Discrimination (in renting):** The illegal practice of denying an individual or group the right to rent property based on the renter's race, color, religion, national origin, sex, disability, family status, or source of income.
- **Landlord:** An owner of real property who leases (rents) that property to a tenant under a lease agreement.
- **Lease:** A written rental agreement that establishes all the terms of the agreement and that lasts for a fixed length of time (for example, one year).
- **Rental Agreement:** An oral or written agreement between a resident and a landlord. The rental agreement establishes the terms of the tenancy, such as the amount of the rent and when it is due.
- **Realtor or Broker:** Agent who arranges for the rental of apartments on behalf of the owner in return for a commission on the rental fee. You may want to ask for a broker's license to verify their legitimacy.
- **RFTA:** Also known as the **Request for Tenancy Approval** or form HUD-52517, this form must be submitted by the owner and family as part of the Housing Choice Voucher program leasing process. It contains important information about the rental unit selected by the family.
- **Security Deposit:** A deposit or fee that the landlord requires the tenant to pay at the beginning of the tenancy. The landlord can keep some or all of the security deposit if, for example, the tenant moves out owing rent or leaves the apartment damaged or dirtier than when the tenant moved in.
- **Tenant:** Someone who pays rent to occupy property that is owned by someone else.

## Better Information, Better Choices: Factors to Consider

It may take you some time to find a suitable apartment. Since your voucher will expire in 120 days, you should begin to look for an apartment as soon as possible. Before making a decision, you should look around and compare rents, options, and locations.

There are many resources to help you find apartments available for rent. Among the resources that you should consider are:

- **Local Area Newspapers**

Newspaper classified ads are a good place to look for available rentals. They are usually organized by neighborhood, and will give you an idea of the availability and prices in different neighborhoods.

Many classified ads are listed by realtors or brokers, so unless you want to pay additional fees you should focus on listings by owners. HPD will **NOT** pay realtor or broker fees.

- **Realtors or Brokers**

If you do not mind paying realtor or broker fees or if you do not have the time to spend finding an apartment, you can use a realtor or broker to help you locate an apartment. You may have to pay at least 10% of the yearly rent plus other fees to the realtor or broker.

You will need to contact the realtor or broker to find out about their specific fees. HPD will **NOT** pay realtor or broker fees.

- **Signs and Bulletin Boards**

Other good sources of apartment listings are bulletin boards and signs. Look in grocery stores, schools, libraries, and other places that you visit.

- **Friends and Family**

Talk to your friends and family and let them know what you are looking for. They may know about units for rent in the buildings where they live or in their neighborhoods.

- **Websites**

The internet is a good resource – you can often get a clear idea of what is available before you actually go out to look at apartments. You can usually search by specific criteria, such as neighborhood, price, bedrooms, square footage, etc. The major newspapers have online classifieds, and there are other websites with rental listings as well.

The New York City Affordable Housing Resource Center website contains information on all aspects of City housing, including renting an apartment and a listing of all of the City's affordable housing lottery listings. For more information, please see their website at: [www.nyc.gov/html/housinginfo](http://www.nyc.gov/html/housinginfo) or [www.gosection8.com](http://www.gosection8.com)



- **HPD Listings of Available Apartments**

Local landlords and brokers provide HPD with information about units that are available for rent. This listing is available for HPD Section 8 voucher holders in the Client Services office at 100 Gold Street.

## **Location of Your Apartment**

Where your apartment is located should be an important part of your decision about where to live. If you are looking in a neighborhood that you do not know well, you may want to walk or drive around the area to become familiar with the neighborhood.

When you select an apartment, you may want to consider:

- How close it is to your place of employment
- How close it is to your children’s school(s)
- How close it is to public transportation
- How close it is to shopping (such as grocery stores) and other services
- Whether it is in a high crime area. You can check with the local police to find out this information.

## **Basic Apartment Features**

Your apartment must meet HPD’s Housing Quality Standards (HQS) in order to be approved for the Housing Choice Voucher Program. These standards ensure that your apartment will be decent, safe, and sanitary.

An HPD HQS inspector will conduct an inspection before your HCV subsidy can begin. For more information, please see Chapter 7: HQS Inspections as well as the HUD publication “A Good Place to Live!”

You may want to ask the following questions when you are searching for an apartment:



- Does the unit meet your family’s needs?
- Are the windows and doors safe and secure?
- Is the apartment large enough for your family?
- What are the conditions of the appliances?
- How old is the building?
- Are the heating and plumbing systems adequate?
- What are the noise levels in the building?

**Important:** If there will be children 6 years old or younger living in your unit, the unit must be free of lead-based paint hazards. If there will be children 10 years old or younger living in the unit, the unit must have window guards.

If there will be young children living in your apartment, be sure to ask the owner about these.

## Amenities

Another important factor to consider in choosing an apartment is the amenities that are included:



- Are there laundry facilities in the building?
- Is it near a bus or subway stop? If you have a car, is parking available?
- Is there storage space?
- Are there any children 10 years or younger living or frequently visiting the apartment? If so, the apartment must have window guards before the family moves in.
- What is the condition of the paint and/or wallpaper?

## Maintenance

Together with the owner, you will need to do your part to keep the unit safe and clean. Before choosing an apartment you may want to consider:

- Who is responsible for maintaining both the building and the unit?
- If something breaks and there is an emergency situation, can the maintenance person be reached 24 hours a day?
- How well is the apartment maintained?

## Rent and Other Costs

### Reasonable Rent

Apartments must be reasonably priced, considering their quality and amenities, to ensure that the federal government does not pay more than the apartment is worth in the private market.

“Reasonable” means that the owner’s proposed rent is comparable to the rents that are being charged for similar apartments in the same building or neighborhood. HPD considers the location, size, quality, unit type, age, amenities, services, maintenance, and utilities to be provided in determining whether a rent is reasonable or not. For more information please see Chapter 4: Vouchers and Rent.

If you request to rent a unit where the rent is above the payment standard, and the rent is determined reasonable, you are responsible for the difference between 30% of your income and the amount by which the rent exceeds the payment standard. Moreover, if this results in you paying more than 40% of your income, HPD cannot approve you to move into this unit.

### Security Deposit

If you are required to provide a security deposit, you should find out the conditions for getting it back when you move out. HPD will NOT pay security deposits.

## Utilities

Before making a decision, remember to consider whether or not the rent includes the cost of utilities (are you responsible for paying utility costs, or are these paid by the landlord?).

## Lease

Your lease should clearly state the rent, the terms and length of your agreement, and who is responsible for paying for utilities.



You should consider whether you can get out of the lease/contract if an emergency or unforeseen circumstance arises, and whether there is a penalty or fee if you need to do this.

## Watch out for Housing Assistance Scams

- **Do not pay money to have someone fill out your housing assistance application or recertification forms for you.** If you need help, you should contact HPD Client Services at **917-286-4300**.
- Do not pay money for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance or utility charges) or anything that is not listed in your lease.
- **Do not pay money to be placed on or to move up on a waiting list. It is against the law.**
- **Do not pay money to anyone to receive a Section 8 voucher or voucher extension. It is against the law**

## Housing Discrimination

### Housing discrimination is against the law.

- HPD provides voucher holders with information regarding unlawful discrimination and how to report if you believe that you have been a victim of discrimination. This information is included in the briefing sessions and in your Briefing Book. Fair Housing Information and Discrimination Complaint Forms are included in your Briefing Packet.
- If you believe that you have been a victim of **housing discrimination** during your housing search, you should report this claim to HPD's Office of Community Partnerships at: **212-863-7928**.

Staff in the office will assist you and will conduct an investigation. Depending upon the nature of the complaint, HPD may extend your voucher while the complaint is being investigated.

- New York City Local Law 10 of 2008 prohibits owners of buildings with six or more units from

discriminating against tenants or applicants for housing based upon source of income, which includes your Section 8 voucher.

If you believe that you have been the victim of income-based discrimination in the City of New York, you may file a complaint with the Law Enforcement Bureau of the City's Commission on Human Rights.

For more information on filing a complaint, call **212-306-7450**

**Or**

Call **311**

**Or**

visit <http://www.nyc.gov/html/cchr/html/howto.html>.

## **After You Have Found an Apartment**

Once you have found an apartment that you would like to rent, there are several things that you need to do before you can move in. See Chapter 6: Leasing for instructions on what you need to do.

**DO NOT MOVE INTO THE UNIT UNTIL HPD GIVES YOU FINAL APPROVAL.**

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**section**

# **chapter 6**

## **leasing**



# Chapter 6: Leasing

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*This chapter includes information about:*

- Required Documents
- Landlord Package
- Lease
- Security Deposit
- Documentation
- Inspections
- HPD Review
- HAP Contracts
- Moving In
- Changes in the Lease
- Lease Renewal

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Once you have found a suitable apartment, there are several things that you will need to do before you can move in. In this chapter you will find information to help you complete the **leasing** process.

## Required Documents

Once you have found a unit that you would like to rent, before your voucher expires and before you sign the lease you must submit the following documents to HPD for approval:

- Completed Landlord Package, including the Request for Tenancy Approval (RFTA) and Lead Based Paint Disclosure forms
- Copy of the proposed lease, which does not need to be signed; OR
- Copy of the Shareholder's Agreement or deed (in the case of an owner-occupied unit, such as a co-op apartment)

## Landlord Package

If you did not already submit a completed Landlord package when you submitted your application for the HCV Program, HPD will provide you with a blank Landlord Package at the briefing session. Once you have located an apartment, you and the owner must complete the Landlord Package and submit it to HPD.

- **Landlord Package:** The Landlord Package consists of the forms that the Landlord must complete to provide HPD with basic information about the rental unit and the landlord such as address, rent amount, etc. It also includes the **RFTA** and Lead Based Paint Disclosure forms. The Landlord Package also includes informational fact sheets for the landlord to learn about requirements of HPD's program.
- Owners must propose a rent for the unit and provide any documentation requested by HPD to verify that the rent is reasonable and that it does not violate any applicable rent regulation.

- Owners must certify that they are not the parent, child, grandparent, grandchild, sister, or brother of any member of your family, unless HPD has granted an exception to this rule.
- Owners must certify that the unit, common areas, and exterior are free of lead-based paint hazards and attach a Lead-Based Paint Disclosure form.
- Both you and the owner must sign the Request for Tenancy Approval (RFTA) form.
- You may not submit more than one Landlord Package at a time.
- You will not need to submit a Landlord Package if the owner completes a building-wide Landlord Package. Ask your landlord whether this is the case with your building. If your landlord has submitted a building-wide Landlord Package, you will only have to submit the RFTA and the Lead-Based Paint Disclosure form.

HPD **will not accept incomplete Landlord Packages**. If your Landlord Package is incomplete, follow up with the landlord right away to get it completed as soon as possible.

HPD will only accept originals of the HPD-provided Landlord Package. HPD will not accept copies or modified forms.

After you submit a completed Landlord Package, and it has been approved as well as the owner registered for participation, HPD will make arrangements to conduct an inspection of the unit and will notify you of the results. See Chapter 7: HQS Inspections for more information.

## Lease

The landlord will provide you with a **lease**, which must be submitted to HPD before you sign it.

- Your lease must contain:
  - Name of owner and tenant
  - Address of the unit rented (including the apartment number)
  - Term (initial and provisions for renewal)
  - Amount of monthly rent to owner
  - Specifications as to which utilities and appliances will be supplied by the owner and which will be supplied by the family
- The lease must begin on either the 1st or the 15th of the month.
- Your lease must comply with state and local law and must include the HUD-required Tenancy Addendum as an attachment.
- Initial lease terms are usually a minimum of 12 months. You may sign a lease for a longer period of time if you choose, but your lease term must be at least 12 months (one year).



- Be sure to review your lease carefully. It is a legally-binding document. Once you have signed it, you are legally responsible for fulfilling the terms of the agreement.

## Security Deposit

You may be required to pay a **security deposit** to the owner.

- HPD will **NOT** pay for security deposits or any other additional costs outside of rent and utilities.
- You may be eligible to receive assistance from the NYC Human Resources Administration (HRA) towards a security deposit; for more information, call **311** or the HRA Infoline at: **1-877-472-8411**. HPD will send you a letter with all relevant information that you can take to HRA to receive your "One Shot Deal".
- If you renew your lease and the rent increases, you may be responsible for an additional security deposit amount equal to the amount of the rent increase.
- HPD may prohibit the owner from collecting a security deposit if it is more than the amount charged in the private housing market or charged to unassisted tenants.



### Return of Security Deposit

- When you move out of the unit, the owner may use the security deposit, including any accrued interest, as reimbursement for any unpaid rent, damages to the unit, or for other amounts you owe under the lease, subject to state or local law.
- The owner must give you a written 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 to you the full amount of the unused balance.
- If the security deposit is not sufficient to cover amounts you owe under the lease, the owner may seek to collect the balance from you.

## Documentation

To avoid disputes or misunderstandings with your landlord, get everything in writing. Be sure to keep copies of your correspondence and follow up any spoken agreements with a letter stating your arrangement with the landlord.

- A new RFTA, lease, and HAP contract **are** required for changes in which utilities the tenant or the landlord will provide.
- A new RFTA, lease, and HAP contract **are** required if you move to a new unit, even if the unit is in the same building or complex.
- A new lease and HAP contract are **not** required when your family composition changes or the amount of rent to the owner changes.

## Inspection

To ensure that your apartment is clean and safe to live in and meets basic Housing Quality Standards (HQS), it must pass **inspection** before your HAP contract can be signed and then at least once each year during the term of the contract. See Chapter 7: HQS Inspections for more information.

## HPD Review

HPD will **review** the proposed lease and RFTA to ensure that:

- The unit is eligible
- The unit meets Housing Quality Standards (HQS)
- The rent is reasonable
- The proposed lease complies with HUD and HPD requirements
- The owner can be approved and there are no conflicts of interest
- If the lease and RTFA are not approved, HPD will notify you and the owner. You will be given another RFTA and you can continue to search for eligible housing.

## HAP Contracts

After your rent and lease are approved and the unit passes inspection, HPD will execute a HAP contract with the owner.



- The **HAP contract** describes program requirements that affect the owner and the owner's roles and responsibilities in the HCV Program.
- After you sign a lease and the owner and HPD have executed the HAP contract, you will receive a Rent Breakdown letter. The lease that you signed states the full contract rent for your apartment. Your Rent Breakdown letter will specify the dollar amount that you are required to pay to the owner each month.
- Your HAP contract will be effective on the 1st or 15th of the month at least two weeks from the date the HAP contract is created by HPD.
- The HAP contract cannot be executed more than 60 days after the contract term begins.
- No payments will be made until the HAP contract is executed and returned to HPD with an executed lease that has matching dates.
- If an executed HAP contract is not returned to HPD within the 60-day term, the contract is null and void and you may request a voucher to move.

## Moving In

### **DO NOT MOVE INTO THE UNIT UNTIL HPD GIVES YOU FINAL APPROVAL.**

HPD will mail two original HAP contracts to your landlord and notify you. At that time, you should sign a lease with your landlord. You or your landlord must then return the two executed HAPs and the lease to HPD within 30 days of the date the contracts were mailed so that HPD can release payments to the landlord.

Once HPD receives the executed HAP contracts and a lease with dates that match the HAP contract, HPD complete a final review of the file. If the file is complete and eligible it will be processed for a new admission. Please note that until you receive a Rent Breakdown Letter, you are not a participant.

If you submitted a landlord package for Section 8 in your current apartment, HPD will mail two original HAP contracts to your landlord and notify you. Your landlord must then return the two executed HAPs and the lease to HPD within 30 days of the date othe contracts were mailed. The effective date of your subsidy will be the first or fifteenth of the month at least two weeks prospective from the time the HAP was generated.

## Changes in the Lease

If you and the owner agree to **alter your lease**, any changes must be in writing, dated, and signed by both of you.

- Owners must provide HPD with a copy of the revised lease.
- HPD will approve the revised lease if it complies with HUD requirements.
- **You should not pay an increase in rent to your landlord unless you receive a new Rent Breakdown letter from HPD.**

## Lease Renewal

Your lease will specify the terms for **renewal**, including whether the landlord can increase the rent and by how much.

- If you wish to continue receiving your Section 8 subsidy in your current unit, you are required to renew your lease if your landlord offers you a lease renewal.
- To request a lease renewal, your landlord must submit a signed renewal lease to HPD at least 60 days before the proposed effective date for the renewal.
- If you live in a rent-stabilized unit, the owner must continue to accept your voucher for all lease renewals according to the terms of your original lease.
- If you are eligible to move and wish to do so when your current lease expires, you need to contact HPD **before** the expiration date of your voucher to request permission to move with your subsidy. See Chapter 13: Moves for information on how to do this.

HPD will not automatically process your lease renewal. It is your landlord's responsibility to request a lease renewal. HPD will not notify your landlord if your lease is about to expire.



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**section**

# **chapter 7**

# **HQS inspections**



# Chapter 7: HQS Inspections

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*This chapter includes information about:*

- Types of Inspections
- Scheduling Your Inspection
- Entering the Unit
- Passing Inspection
- Failing Inspection: Owner-Caused
- Failing Inspection: Tenant-Caused
- Reporting HQS Deficiencies
- Smoke Detectors
- Carbon Monoxide Detectors
- Lead-based Paint
- Notification of Inspection Results

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To ensure that your apartment is clean and safe to live in, it must meet HPD's Housing Quality Standards (HQS). Your apartment must pass an HQS inspection before your HAP contract can be signed, and then at least once each year during the term of the contract.

Both the tenant and the owner have specific responsibilities to make sure that the apartment meets HQS standards at all times. In this chapter you will learn important information about **Housing Quality Standards (HQS) Inspections**.

## Understanding the Terms

Understanding the terms used in this chapter will help you understand the inspection process.

- **HQS:** Also known as **Housing Quality Standards**, these are the standards that a Section 8-subsidized apartment, building, and premises must meet. These standards are set by the U.S. Department of Housing and Urban Development (HUD).
- **Inspector:** The HQS Inspector is an employee of HPD. The inspector is certified to determine whether your unit passes or fails an inspection.
- **Life-Threatening or Emergency Conditions:** These are conditions that HPD determines may endanger the health or safety of your family and that must be corrected within 24 hours of notification.

## Types of Inspections

There are six types of inspections:

- **Initial Inspections**

Your apartment must pass inspection before you can receive subsidy. Even if you are already living in the apartment, HPD must inspect the apartment before the HCV subsidy process can begin. If you find an empty apartment during your housing search, HPD also must inspect the apartment before your HCV subsidy can begin.

- **Annual Inspections**

In addition to the Initial Inspection, HPD must inspect your apartment at least once every year while you are participating in the HCV Program. If HPD finds violations during this inspection, they must be repaired.

The owner will usually be responsible for the repairs. However, if the violations occur as a result of tenant-caused activity, the tenant must make these repairs.



- **Quality Control Inspections**

HPD may conduct a Quality Control Inspection of your apartment. This is an HQS inspection that HPD conducts to ensure that inspections are being conducted properly and accurately. HPD requires that a sample of units be reinspected each year to ensure that HQS standards are being followed.

- **Verification Inspections**

HPD may conduct a Verification Inspection on your apartment if the owner has submitted self-certification that non-emergency HQS violations have been repaired. HPD requires that a sample of units with owner self-certified repairs be reinspected each year to ensure that HQS standards are being followed.

- **Special Inspections**

If at any time you, the owner, or someone else reports that your apartment does not meet HQS standards, HPD may conduct a Special Inspection. HPD may also conduct a Special Inspection in order to verify who is living in the apartment.

- **Emergency Inspections**

HPD will conduct an Emergency Inspection if necessary to investigate reports of life-threatening or emergency situations. HPD will schedule emergency inspections within 24 hours of the report.

If HPD determines that any HQS defects are emergencies, the owner must repair these defects within 24 hours.

## Scheduling Your Inspection

In order for HPD to **schedule an Initial Inspection**, you must submit a completed Landlord Package to HPD. Once the rent and landlord are approved an inspection will be scheduled.

HPD will **schedule Annual Inspections** automatically. Annual Inspections may be scheduled less than 12 months apart.



- You will receive written or telephone notification of your inspection appointment.
- If you need to reschedule, you must contact HPD before the scheduled appointment date.

- If you miss the first scheduled appointment without requesting a new date, a second inspection will automatically be scheduled for you.
- **Your assistance may be terminated if you miss two scheduled inspection appointments without HPD approval.**

## Entering the Unit

### Tenant Responsibility

#### **You must provide access to your apartment for HPD HQS inspections.**

Someone at least 18 years of age must be home to allow the inspector into your unit.



If you do not provide access to your apartment, it will delay processing of your subsidy and may result in termination of your assistance. If you are not yet living in the apartment, the owner must provide access for the Initial Inspection.

### Owner Responsibility

**Owners are responsible for providing access to the unit for Initial Inspections,** unless the tenant is already living in the unit.

If the owner misses two inspection appointments, the Landlord Package will be rejected and you will be sent a notice, offering you a voucher to locate another unit. If you do not respond to the offer, your application may be denied.

## Passing Inspection

In order to **pass inspection**, your unit must be clean and safe to live in.

Your unit must meet HUD's Housing Quality Standards (HQS). The unit must have:

- Central heat
- Hot and cold water
- A private bathroom with all facilities (except for Single-Room Occupancy units)
- A fully-equipped kitchen (except for Single-Room Occupancy units)
- A window or other outside light source in each living room and bedroom
- An adequate number of bedrooms for your family
- Adequate lighting



- Proper ventilation
- Walls, floors, and ceiling in good shape
- The building must be in good, clean condition, properly secured, and free from safety hazards.

The most common HQS deficiencies that result in inspection failures are related to:

- Missing or inoperable smoke detectors
- Missing or inoperable carbon monoxide detectors
- Broken window balances
- No tamperproof screws and stops on windows with window guards

## Failed Inspection: Owner-Caused

### Initial Inspection

If the apartment **fails inspection, you move in, and the owner does not** correct the deficiencies in a timely manner, you will be sent a notice offering you a voucher to locate another unit. If you do not respond to the offer, your application may be denied.

### Other Inspections

If your apartment **fails an Annual or Special Inspection because of owner-caused deficiencies**, the owner must complete the repairs within 28 days, unless HPD grants an extension. Life-threatening conditions as defined by HPD must be corrected within 24 hours.

If the owner fails to correct the problems, HPD will stop the HAP payment to the owner. **You will not be responsible for HPD's portion of the rent; however, you must continue to pay your family share of the rent.** HPD's portion of the rent payments will not resume until all the deficiencies are corrected and the unit passes inspection.

If the owner does not make the repairs in a timely manner, you may apply for a new voucher (provided that your household did not cause the damages) and HPD may terminate the HAP contract for the unit.

### Self-Certification of Repairs



For owner-caused, non-emergency repairs, HPD may allow self-certification of the repairs without requiring an additional inspection, provided that both the owner and the tenant certify that the repairs have been completed.

In these cases, the owner will complete the repairs and the owner and tenant will both need to sign a Certification of Completed Repairs form verifying that the repairs have been made. HPD may still conduct a follow-up Verification Inspection in order to make sure that the repairs have been made.

## Failed Inspection: Tenant-Caused

If you, a member of your household, or a guest **causes an HQS deficiency and your apartment fails an Annual or Special Inspection**, the family must correct the defect within the time frame specified by HPD. If repairs are not made within the required timeframe, HPD may terminate your subsidy.

Some examples of tenant-caused deficiencies are:

- A frayed or damaged electrical cord that is tenant-caused
- No battery in the smoke or carbon monoxide detector or either detector is not working
- Damage to the unit that is beyond normal wear and tear
- An illegal window gate on a fire escape window
- No electricity when the tenant is responsible for the payment of utilities

## Reporting HQS Deficiencies

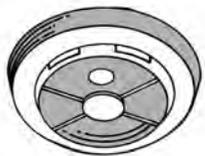
Your landlord is responsible for keeping your apartment in good repair. Contact your landlord to **report problems** with your apartment.

If your landlord does not correct the problems, you may report them by calling **917-286-4300**. Choose a language, dial 3 for HQS and then select your borough to make your complaint.

## Smoke Detectors

America's fire death rate is one of the highest in the industrialized world. Fire kills nearly 4,000 and injures more than 20,000 people in the U.S. each year.

- One of the most important fire safety devices for the home is the smoke detector or alarm.
- Your building owner is responsible for installing **smoke detectors** in accordance with the law.
- You are responsible for maintaining smoke detectors in working order, including replacing batteries. Do not under any circumstances remove the batteries without immediately replacing them.
- Batteries should be replaced at least once a year.
- If the detector is hard wired rather than battery operated, the landlord is responsible for maintaining the device.



## Carbon Monoxide Detectors

**Carbon monoxide** is the leading cause of fatal poisonings in North America. Exposure to high concentrations of carbon monoxide can cause death in just a few minutes.

- Carbon monoxide is a colorless, odorless, tasteless, toxic gas that is difficult for people to detect. With this in mind, it is important to have good ventilation, to maintain all appliances regularly, and to have a reliable **carbon monoxide detector** in your home.
- Your building owner is responsible for installing carbon monoxide detectors in accordance with the law.
- You are responsible for maintaining carbon monoxide detectors in working order, including replacing batteries.
- Some of the symptoms of carbon monoxide poisoning are headache, dizziness, nausea, and shortness of breath. If you have any signs of carbon monoxide poisoning you should immediately go to a hospital emergency room, particularly if several people in the household are affected or if pets are affected as well.
- If the detector is hard wired rather than battery operated, the landlord is responsible for maintaining the device.

## Lead-Based Paint

Many buildings in New York City have layers of paint and plaster that contain lead. Every year thousands of children are poisoned from eating paint chips, dust, or plaster that contain lead. Lead poisoning can lead to disabilities, blindness, and even death.

- Before your unit is approved for the HCV Program, it must meet federal and City requirements on **lead-based paint**. These requirements are reviewed during the initial HQS inspection.
- The symptoms of lead poisoning are:
  - Extreme crankiness
  - Loss of appetite
  - Stomach aches
  - Frequent vomiting



These symptoms may not show up in the early stage of lead poisoning. If you have seen your child eating pieces of paint or plaster you should have your child tested for lead-based paint poisoning immediately, even if your child seems healthy.

- A simple blood test is given to detect lead poisoning. The Department of Health and Mental Hygiene gives free tests for lead poisoning at their District Health Centers throughout New York City. You can locate the nearest District Health Center by looking in your telephone directory or by calling **311**.
- If you have a child under the age of six in your apartment, you should check the walls, ceilings, window sills, railings, woodwork, and any other exposed paint

surfaces in your apartment carefully.

If you see flaking or peeling paint or plaster, call your landlord or building manager immediately and ask them to fix the problem. You should also report this condition to HPD by calling the Code Enforcement line at: **212-863-8515** or by calling **311**.

## Notification of Inspection Results

### Initial Inspection

- You must contact HPD to find out the results from an Initial Inspection. HPD will not automatically call to inform you of the results.

### Annual and Special Inspections

- If your apartment fails an Annual Inspection or Special Inspection because of life-threatening conditions, you will be notified by the HQS inspector or contacted by telephone and told who is responsible for correcting the violation.
- If your apartment fails an Annual Inspection or Special Inspection because of non-life-threatening conditions, you will receive written notification of the results, including who is responsible for correcting the violation and the time frame for correcting it.

HPD allows self-certification of completed repairs for non-emergency, landlord-caused items; however, both the tenant and landlord must certify in writing that the repairs have been completed.





section

**chapter 8**  
**family**  
**responsibilities**



# Chapter 8: Family Responsibilities

---

*This chapter includes information about:*

- Family Obligations
  - Reporting Changes
  - Failure to Report Changes
  - Absence from the Unit
- 

As an applicant or participant in the Housing Choice Voucher Program (HCV) your family has the **responsibility** to abide by the rules and requirements of the program.

You must comply with the law, and you are responsible for violations caused by deliberate acts, negligence, and abuse. If you do not comply with these requirements you may be denied participation or terminated from the program.

## Family Obligations

Participating families must comply with all **HCV Program obligations**.

- **Provide Information**

You must provide family information that HPD or HUD determines is necessary in the administration of the program, including:

- Any requested certification, release, or other documentation
- Social Security numbers and verification of social security numbers
- Signed consent forms for obtaining information
- Information on family income and who lives in your household for use in an annual or interim recertification.

**Important:** You must report all income for all family members, both adults and minors. Do not assume that a specific source of income will be counted or will be excluded in calculating your family's total income. HPD will review your family's information and will determine which income will be included in determining your family's eligibility in accordance with HCV rules.

**All information that you provide must be true and complete.**

- **Maintain Your Unit**

It is important that you keep your apartment in good condition. Do not damage the premises or allow guests to cause damage beyond normal wear and tear, either on purpose or through neglect. You are responsible for the actions of your guests.

- You are responsible for any Housing Quality Standards (HQS) deficiency or inspection failure caused by your family or by anyone that you allow into your apartment.
- You must allow HPD to inspect the unit at reasonable times and after reasonable notice.
- **Meet Your Rent and Other Financial Obligations**
  - You must pay your share of the rent on time.
  - You must pay for the utilities for which you are responsible according to your lease.
- **Use Your Housing Unit as Your Only Residence**
  - Your unit is to be used for residence by your family and must be your family's only residence.
- **Honor All Provisions of Your Lease and Comply with all HCV Program Requirements**
  - Know and comply with the conditions of your lease and the HCV program's requirements.
- **You Must Not...**
  - Commit any serious or repeated violations of the lease.
  - Assign the lease, sublet the unit, rent out a room in the unit, or transfer the unit.
  - Own or have any financial interest in the unit (HPD allows some exceptions for owners of co-op apartments).
  - Receive HCV assistance while receiving another housing subsidy for the same unit or for a different unit under any duplicative housing assistance program.
  - Engage in profit-making business or activities in the unit, unless the activities are approved by the landlord or are in accordance with the lease, are legally-permissible, and are not the primary use of the unit.
  - Engage in any drug-related criminal activity, violent criminal activity, other criminal activity, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents.



## Reporting Changes

- **Changes in Family Composition**

Family composition refers to who is living in your household.

- Promptly inform HPD of any changes in family composition between your annual recertifications. These include the birth, adoption, or court-awarded custody of a child, or if a family member leaves or is removed from the unit.
- Changes in family composition that must be reported include the birth, adoption, or court-awarded custody of a child, or if a family member leaves or is removed from the unit.
- You must obtain HPD approval for any additional family members before the new member moves into the unit.
- HPD does not need to pre-approve additions to your household due to marriage, legally-recognized domestic partnership, or the birth, adoption, or court-awarded custody of a child. In these cases, you must inform HPD of the change immediately.
- HPD must pre-approve the addition of foster children to the household.
- The head of household must submit any documentation or paperwork requested by HPD to add household members. New household members 18 or older will be screened by HPD for drug-related and violent criminal behavior.

- **Changes in Income**

- You must report changes in income at your next annual recertification.
- You may report changes in income before your next scheduled recertification, but you do not have to do so.
- If you report changes in income prior to the annual recertification, HPD will conduct an interim recertification and may adjust your share of the rent.

- **Other Changes**

- ✓ You must notify HPD and the owner before moving out of the unit or terminating the lease with notice to the owner. If you move or terminate the lease before notifying HPD, you risk losing your subsidy.
- ✓ You must promptly give HPD a copy of any eviction notice that you receive from the owner.

## Failure to Report Changes

You must inform HPD immediately if there is any change in who is living in your household. **HPD may terminate your assistance if you fail to report a change in family composition.**

## Absence from the Unit

You must notify HPD immediately if you or a family member will be **absent from the unit** for 90 days or more. If you do not notify HPD promptly, HPD may terminate your assistance.

You or a family member may be absent from the unit for brief periods, but not for more than a total of 180 days in a calendar year.



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**section**

# **chapter 9 owner responsibilities**



# **Chapter 9: Owner Responsibilities**

*This chapter includes information about:*

- Owner Eligibility
- Owner Obligations
- Sale of Units

The role of your landlord or owner is to provide decent, safe, and sanitary housing to you at a reasonable rent. This means that your unit must pass Housing Quality Standards (HQS) and be maintained according to those standards at all times. The owner is also expected to provide the services agreed to in your lease and in the contract signed with HPD.

HPD may not allow an owner to continue participating in the HCV Program if these responsibilities are not met. You should review this chapter carefully so that you know your **landlord or owner's rights and responsibilities** under the HCV Program.

Note: "Owner" and "landlord" are used interchangeably in this chapter and throughout this Briefing Book.

## **Owner Eligibility**

Any owner who wishes to lease to HCV voucher holders **must be approved by HPD**.

HPD will not approve an HCV-assisted tenancy if the owner is debarred, suspended, or subject to a limited denial of participation from HUD.

HPD may not approve an HCV-assisted tenancy in the following circumstances:

### **Violations**

- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements
- The federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and this action is pending
- The owner has violated obligations under one or more HAP contracts

### **Criminal Activity**

- The owner has committed acts of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- The owner has participated in any drug-related criminal activity or any violent criminal activity

### **Refusal to Evict**

- The owner has a history of refusing to evict assisted-housing tenants for activity that threatens the residents, neighbors, HPD employees, or owner's employees, including drug-related criminal activity or violent criminal activity

### **Non-Compliance with Housing Quality Standards**

- The owner has current or previous non-compliance with HQS and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing program
- The owner has engaged in or threatened abusive or violent behavior toward HPD personnel

### **Outstanding Obligations**

- The owner fails to pay state or local real estate taxes, fines, or assessments

Owners that have entered into a legal agreement with HPD to pay outstanding obligations may be approved for participation in the voucher program on a case-by-case basis.

### **Relationship with Family**

- The owner is a parent, child, grandparent, grandchild, sister, or brother of any family member that will reside in the HCV-assisted unit. HPD may waive this restriction as a reasonable accommodation for a family member with proper supporting documentation.

## **Owner Obligations**

### **Tenant Screening and Selection**

- Tenant screening and selection are the responsibility of the owner.
- HPD encourages owners to consider a family's background regarding their payment of their rent, care of their unit and premises, and criminal activity.
- HPD will provide only information that is required by regulations and only if the owner requests this information in writing.
- To assist owners in determining applicant suitability, HPD may provide the owner with the name and address, if known, of the landlord at your current and prior address (unless your family's location must be protected due to domestic violence or witness protection).
- HPD will not provide prospective owners with information about the family's income, household composition, or past rent payment history.

## **Receive Approval for Rent Increases**

- Unless you receive a new Rent Breakdown letter from HPD, you should not pay an increase in rent to your landlord.
- To request a rent increase your landlord must submit a Rent Increase Request form, a signed renewal lease, and any additional required documentation needed to justify the increase. Your landlord must submit this request to HPD at least 60 days before the proposed effective date of the increase.
- The Rent Increase Request form can be printed from HPD's web site at: <http://www.nyc.gov/html/hpd/downloads/pdf/section8-rent-inc.pdf>
- HPD will review proposed rent increases to determine whether they are reasonable.
- Approvals of all reasonable rent increases will depend on whether HPD funds are available for the increased HAP payment.
- Rent increases must be in accordance with the terms of your current lease agreement and the HUD Tenancy Addendum.
- Rent increases may be subject to local rent stabilization laws and rent control laws, and may be governed by another government agency based on the law or on federal annual adjustment factors.
- Both the landlord and tenant will receive notice in writing of HPD's determination to approve or reject the rent increase, usually within 60 days of receipt of the request.
- If HPD approves a rent increase or decrease, then a new rent breakdown letter will be mailed to the tenant and landlord notifying both of the amount and the effective date.

## **Complying with HAP Contract, Lease, and Tenancy Addendum**

- The owner must comply with all provisions of the HAP contract, the lease, and the Tenancy Addendum.
- The owner must submit the Landlord Package/RFTA and all required supporting documentation (the tenant may submit this on behalf of the owner).
- The owner must notify HPD of any:
  - Rent increase requests
  - Change of ownership
  - Change of owner address

## **Comply with HQS Requirements**

HCV Program regulations require that all units meet basic Housing Quality Standards (HQS) to ensure the health and safety of program participants. See Chapter 7: HQS

Inspections for more information.

Owners' responsibilities include:

- Comply with all HQS requirements except those items specifically assigned to tenants
- Perform ongoing maintenance
- When necessary, perform paint stabilization to correct deteriorated paint
- Disclose known lead-based paint hazards to potential tenants prior to executing a lease
- Provide all prospective families with a copy of Protect Your Family from Lead in Your Home or another EPA-approved document
- Notify tenants each time lead hazard reduction activities are performed
- Perform all work in accordance with HUD-prescribed safe work practices

### **Other Owner Responsibilities**

Other owner responsibilities include:

- Routine owner functions:
  - Lease enforcement
  - Maintenance
  - Collect tenant's share of the rent
  - Charge tenants for damages
- Comply with Fair Housing and Equal Opportunity requirements
- Pay for utilities, maintenance, and services, unless they are paid for by the family under the lease terms

### **Sale of Units**

If the unit you are renting is sold to another owner, HPD may transfer the HAP contract to the new owner at the prior owner's request. HPD may terminate the HAP contract if the new owner is ineligible; the tenant will then be given the opportunity to search for a new unit.

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**section**

**chapter 10**  
**continued**  
**occupancy**



# Chapter 10: Continued Occupancy

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*This chapter includes information about:*

- Annual Recertification
  - Interim Recertification
  - Verification
  - Reporting Changes
  - Absence From The Unit
  - Rent Changes
- 

The Housing Choice Voucher (HCV) Program requires you to fulfill certain obligations if you want to **continue to participate** in the program. One of these obligations is completing an **annual recertification**.

About once a year, HPD will reexamine your income and family composition (who lives in your household) in order to determine whether you remain eligible to participate in the program and to calculate your family's share of the rent and the Housing Assistance Payment (HAP) to be made on behalf of your family.

In this chapter you will find information to help you understand how the recertification process works.

## Annual Recertification

At your **annual recertification**, HPD will determine your continued eligibility and will make any necessary adjustments to your portion of the rent and the HAP payment that HPD makes on your behalf.

The annual recertification is usually conducted by mail, but HPD may require that you come in to the office in person.

**You are required to report all changes in your household's income and family composition at your annual recertification. This includes income for family members who live in the household part-time, such as students.**

**If you do not report all changes of income and family composition, you may lose your subsidy.** If you are not sure whether or not you need to report a specific change, contact HPD for more information.

## Recertification Package

- Approximately 90-120 days prior to your scheduled annual recertification date you will receive a Recertification Package in the mail.
- Your annual Recertification Package includes:
  - A summary of the information that you provided to HPD at your last certification
  - Authorization for the Release of Information/ Privacy Act Notice
  - Forms to request addition or removal of a household member



- Forms for verification of wages, other income, and assets
- Statement of Non-Employment form
- Verification form for unreimbursed medical-related expenses
- Verification of Student Status form
- Form to verify absent parent information
- Verification of Childcare Expenses form
- Family Self-Sufficiency Program notice

### **Return Documents to HPD**

- **You must complete all documents included in the Recertification Package**, including third-party release forms even forms that don't pertain to you, and return them to HPD on or before the due date printed on the package.
- If you return your third-party verification forms with incomplete information, HPD will attempt to verify the missing information. However, it is your responsibility to make sure that HPD receives all needed information by the package due date.
- If you are in the process of obtaining income documentation, HPD will temporarily accept partially-completed packages. You will still need to provide complete income verification before you can be recertified.
- If you do not return the completed Recertification Package by the specified return date, HPD will start termination proceedings.
- Termination will be effective the last day of the month following a 30-day notice. In cases of the death of a sole household member or if a family vacates the unit without notifying HPD, termination will be effective immediately.
- Tenants have the right to appeal the termination within 14 days.

### **Rent Breakdown Letter**

- HPD will review and verify the information included in your Recertification Package and will recalculate your family share of the rent.
- Your family share of the rent may change based upon this information.
- HPD will send a Rent Breakdown letter to you and the owner that specifies your family share of the rent and the HAP to be paid by HPD.
- If your rent has changed, your Rent Breakdown letter will specify the effective date of the change.



## Interim Recertification

HPD may conduct an **interim recertification** for all changes in family income or family composition that you report between your annual recertifications.

- **You are required to report changes in your family composition between annual recertifications in a timely manner (within 30 days). If you do not report a change in family composition (who lives in your household) timely, you may lose your subsidy.**
- You **are not** required to report changes in your income between annual recertifications, unless HPD is conducting an interim recertification.
- You **may** report changes in income between annual recertifications if you choose to do so.
- Your share of the rent may change depending on whether your family composition, income, and/or expenses increase or decrease.
- HPD will verify any changes that are reported, will recalculate your income and rent, and will notify you and the owner of any changes in the tenant share of rent and the HAP.
- HPD will not recalculate your share of the rent if your income decreases because of loss of welfare benefits due to fraud or because of your failure to participate in self-sufficiency or work activity requirements. If your welfare case is sanctioned HPD will use the full amount you would have received had your case not been sanctioned to calculate your family income.

## Increases in Family Size

- **You must report additions of family members within 30 days. If you do not report the addition of family member within 30 days, you may lose your subsidy.**
- **You must obtain HPD approval of any additional family member before the new member occupies the unit,** except for additions due to:
  - Birth
  - Adoption
  - Marriage
  - Domestic partnership
  - Court-awarded custody
  - Presence of a live-in aide



HPD will conduct eligibility screening for any person that you add to the household. See Chapter 3: Eligibility for more information on eligibility requirements and applicant screening.

- If you add family members, you may be provided a larger voucher size if you are eligible and if funding is available.
- You will be required to move if the addition of family members results in overcrowding.

## Decreases in Family Size

- **You must report to HPD within 30 days if anyone moves out of your household. If you do not report a family member moving out within 30 days, you may lose your subsidy.**
- At your first annual recertification following the decrease, your new family size will be used to determine your voucher size.
- If you are overhoused according to HPD's subsidy standards, you will be required to move to an appropriately-sized unit or to pay the additional cost out of pocket to remain in the unit. See Chapter 11: Enhanced Vouchers for exceptions to this policy.
- If your family size decreases, you may be given a smaller voucher size, depending upon the household composition of the family members who are still living in the household.
- If your family breaks up into multiple households, HPD will determine who remains in the program. Either household may retain the voucher if there is mutual consent or if there is a court-ordered determination as to which household retains assistance.



## Verification

HPD will **verify** information that you provide during the recertification process according to HUD guidelines and HPD standards.

## Reporting Changes

You are responsible for **reporting changes** to HPD as required. **The head of household is responsible for reporting changes on behalf of all household members, including minors and/or full-time students who are away at school.**

- HPD may deny or terminate your assistance if you have misrepresented income, household members, or any other reported information. If you have committed fraud, you may be subject to criminal prosecution.
- If you do not report a change in your family composition in a timely manner (within 30 days), you may be terminated and/or have to pay any difference in your subsidy. If your family share of the rent is too low as a result of your error or omission (because you have misrepresented either your income or your family size):

- HPD will notify both you and the owner of the correct family share and HAP payment effective retroactively to the time of the error or omission. You will owe HPD the amount that you have underpaid and you may be terminated.
- HPD is under no obligation to enter into a repayment agreement with you and may terminate or deny your assistance if you have misrepresented your income or family size.
- If your family share of the rent is too high as a result of your error or omission, you will **NOT** be paid back any money. The change will be effective the first day of the month following when HPD is notified of or discovers the error or omission.

## Absence

### Absence of the Entire Family

- **Absence** means that your entire family is not residing in the unit.
- Your entire family may not be absent for a period of more than 180 total days per year.
- After 90 days of absence HPD will terminate your family's assistance unless you provide:
  - ✓ Proof of your intent to return to the unit within 180 days of departure; and
  - ✓ Documentation that you are not maintaining another residence
- HPD may terminate your assistance if your family is absent for 90 days or more and you have failed to pay rent or utilities for the whole time of the absence.
- HPD will consider special circumstances, such as hospitalization, in determining whether you may be absent from the unit and continue receiving your subsidy.



### Permanent Absence of a Family Member

- Any family member will be considered **permanently absent** if they are away from the household for more than 90 consecutive days. This does not include full-time students who may live outside the home during the school session but maintain a permanent residence in the household.
- **You are required to notify HPD if a family member is absent from the household for more than 90 consecutive days.**
- HPD may grant exceptions to the policy on permanent absence for:
  - Family members serving in the Armed Forces

- Children in joint custody
  - Foster children
  - Family members who leave the household due to medical conditions
- Family members who leave the household due to medical conditions are allowed to be absent for up to 180 consecutive days if documentation is provided from a verifiable source (such as a doctor) that the member is likely to return within 180 days.
  - A child who is temporarily absent (away for less than 90 consecutive days) due to placement in foster care or other non-permanent placement may still be considered a member of the household.
  - Children who are full-time students who live outside the household to attend school are considered family members if their primary residence is the same as the head of household.
  - After HPD verifies a family member's permanent absence (by performing an occupancy inspection or by other means), that family member's income will not be counted in the household's income determination. The family's voucher size may decrease as a result of a family member's permanent absence.

## Rent Changes

### **Increases in Your Family Share**

- If your **family share of the rent increases** due to changes in your family composition or your income that you reported in a timely manner, HPD will send you a Rent Breakdown letter notifying you of the increase.

HPD will give you a full 30-day advance notice of the rent increase. The increase will be effective on the first day of the month following the 30-day advance notice.

- If your family share of the rent increases because you misrepresented your income or family composition, you may be terminated and/or responsible for the amount overpaid.
- If your family share of the rent increases because you caused a delay in your recertification process (for example, by failing to provide information for your recertification in a timely manner). You may not receive a 30-day notice before the increase takes effect.
- You are liable for any amount that HPD overpaid to your landlord because you misrepresented your income or family composition.
- You may be required to sign a repayment agreement for the underpaid amount. HPD is under no obligation to enter into a repayment agreement and may terminate your assistance without offering a repayment plan. HPD may pursue other legal remedies against the tenant.

## Decreases in Your Family Share

- If your **family share of the rent decreases** due to a change that you report at your annual certification, the decrease will take effect on the effective date of your annual recertification.
- If your family share of the rent decreased due to a change that you report between recertifications, the decrease will take effect on the the first day of the month following the date that you reported the change.
- If you cause a delay so that your recertification is not complete by the due date (for example, by failing to provide missing documents within the deadline), the decrease in your family share of rent will take effect the first day of the month after HPD completes your recertification.





section

# **chapter 11**

## **enhanced**

### **vouchers**



# Chapter 11: Enhanced Vouchers

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*This chapter includes information about:*

- What are Enhanced Vouchers?
  - How are Enhanced Vouchers Different from Standard Vouchers?
  - Right to Remain
  - Moves
  - Payment Standards
  - Tenant Share
  - Overhoused Families
  - Rent Increases
- 

**Enhanced vouchers** are designed to protect the residents of apartments with federal assistance when the owners repay or prepay federal loans to decouple from or convert (opt) out of federal programs. Enhanced vouchers also protect residents when owners choose not to renew project-based Section 8 contracts.

Some of the rules that apply to Enhanced vouchers are different than those that apply to regular vouchers. This chapter describes the differences.

## What are Enhanced Vouchers?

HPD issues **Enhanced vouchers** to eligible residents who live in certain developments where the owners prepay the existing mortgage or voluntarily terminate the project's mortgage insurance. HPD also issues Enhanced vouchers to eligible residents who live in certain developments where the owners refinance or "de-couple" the existing mortgage. This is referred to as "conversion."

- HPD will only offer Enhanced vouchers to income-eligible applicants who live in these developments at the time of the conversion. HPD works closely with building management to ensure that all tenants have the opportunity to apply for a voucher.
- Enhanced vouchers are also known as "sticky" vouchers, because the enhanced assistance only applies if the voucher holder stays in the development that is affected by the conversion. If the voucher holder moves out of the development, only regular Section 8 assistance will apply.
- The legislation, regulations, and rules that apply to the regular Housing Choice Voucher (HCV) Program also apply to Enhanced vouchers, with certain exceptions. These exceptions are described in this chapter.

## How are Enhanced Vouchers Different from Regular Vouchers?

Enhanced vouchers are different from regular vouchers in several ways:

- **Special Allocation** - The vouchers are designated specifically for the residents of the units in the development that are affected by the conversion.
- **Higher Income Limits** - The income eligibility standards for Enhanced vouchers are 95% of the Area Median Income, instead of the 50% limit for regular vouchers.

Your family must be income-eligible at the time of conversion. For eligibility purposes, the time of conversion is the effective date of the owner's prepayment or voluntary termination of mortgage insurance.

If your family income is greater than 95% of AMI at the time of the conversion, you are NOT eligible for an Enhanced voucher even if your family's situation changes later.

- Application Procedures - You will generally have one year from the date of the conversion to apply for an Enhanced voucher; however, HPD will set application deadlines based upon the funding that is available, in some cases deadlines will be shorter than one year.

Everyone residing in the development at the time of the conversion will have an opportunity to apply for an Enhanced voucher. **In all cases, it is your responsibility to prove that you were income-eligible and residing at the development at the time of conversion and to file the application with HPD.**

- Higher Payment Standards - As a result of the conversion, rents in the development may increase, often to market rates. To protect residents of the development from being displaced, Enhanced vouchers may subsidize rents that are higher than HPD's Payment Standards, up to a reasonable, HPD-approved market rent.
- Different Minimum Tenant Shares - The minimum rent that an Enhanced voucher holder pays is the tenant's rent payment prior to the conversion, **even if this is greater than 30% of the household's income.** There are exceptions to the minimum rent which will be discussed in chapter 11.
- "Sticky" Vouchers - Enhanced vouchers apply only while you reside in the housing development that converted. If you move outside of the development, the Enhanced voucher converts to a regular Section 8 Housing Choice Voucher.

## Right to Remain

If you receive an Enhanced voucher, you have the **right to remain in the development** as long as the units are used for rental housing and you remain in good standing and in compliance with your lease.

- If you exercise your right to remain, the owner may not terminate your tenancy except for serious or repeated lease violations or other good cause.
- If the owner refuses to honor your right to remain, you may exercise any judicial remedy that is available under state and/or local law.

## Moves

**If you move outside of the development**, your Enhanced voucher will convert to a regular Section 8 Housing Choice Voucher, and you will be subject to the lower limits that apply to regular vouchers.

Under the HCV Program you can move anywhere in the country where there is a Section 8 program and can continue to receive assistance with your rent. However, if you move outside of HPD's jurisdiction, you will be subsidized based on the local Public Housing Authority's regular payment standard. For more information see Chapter 14: Portability.

## Payment Standards

The regular HPD **Payment Standards** do not apply to Enhanced vouchers.

- If your family is eligible and stays at the project after conversion, the payment standard used to calculate the Housing Assistance Payment (HAP) is the HPD-approved gross rent of the unit, regardless of whether the gross rent is higher than the regular HPD Payment Standard.
- The gross rent is equal to the rent that you pay to the owner plus the applicable HPD utility allowance, if you are responsible for payment of utilities.

## Tenant Share

If you have an Enhanced voucher and remain in the conversion project, your **tenant share** will be the **greater** of:

- 30% of your monthly adjusted income.

OR

- 10% of your monthly gross income

OR

- The amount you were paying toward housing payments (rent plus utilities, if applicable) at the time of the conversion, even if this is more than 40% of your family's adjusted monthly income.
- If your family's income at the time conversion decreased by 15% or more and you provide the required documents to HPD, HPD will recalculate your tenant share and you will be locked into paying the percentage of your income you were paying toward rent at the time of conversion.

**You will continue to pay this percentage of your income toward rent regardless of any subsequent changes in your family's income.** For example, if you are locked into 40% of your income, your actual tenant share will change but you will always be paying 40% of whatever your income is.

- If you are income-eligible at the time of conversion but receive zero subsidy because your tenant share is greater than or equal to the gross rent, **it is your responsibility to contact HPD if your family income decreases or your rent increases within three years of the conversion date** so that HPD can determine whether you have a rent hardship and can receive a rent subsidy.
- If your family becomes responsible for paying for your own utilities after the conversion date, the utility allowance in effect at the time you assumed responsibility for utility payments will be counted toward your minimum payment.

Overhoused Families

An **overhoused family** is one who resides in a unit containing more bedrooms than listed on its voucher.

- If you are an overhoused family, HPD will inform you of your options and building management will contact you regarding how vacant units will be allocated to accommodate you.
- If you are an overhoused family with an Enhanced voucher, you have three options:
  1. If management offers you an eligible appropriately-sized unit at the development, you **MUST** move to that unit in order to be subsidized at the full approved rent.
 

**If you refuse to move to the appropriately-sized unit, your voucher will convert to a regular voucher and the regular (non-enhanced) Payment Standard for the voucher size (not unit size) will apply. You will have to pay the difference between the contract rent and the regular Payment Standard for the smaller voucher size out of your own pocket.**
  2. If there is no appropriately-sized eligible unit available at the development, HPD will subsidize you in the oversized unit at the full eligible rent for that unit until an appropriately-sized unit becomes available.
  3. You may move outside the development with a regular HCV voucher. Your family's HAP payment will be determined based upon the appropriate regular (non-Enhanced) payment standard
- If you are overhoused HPD may grant you an exception to the rules as a reasonable accommodation.

## Rent Increases

**Rent increases** are governed by the terms of your lease and any applicable state or local laws.

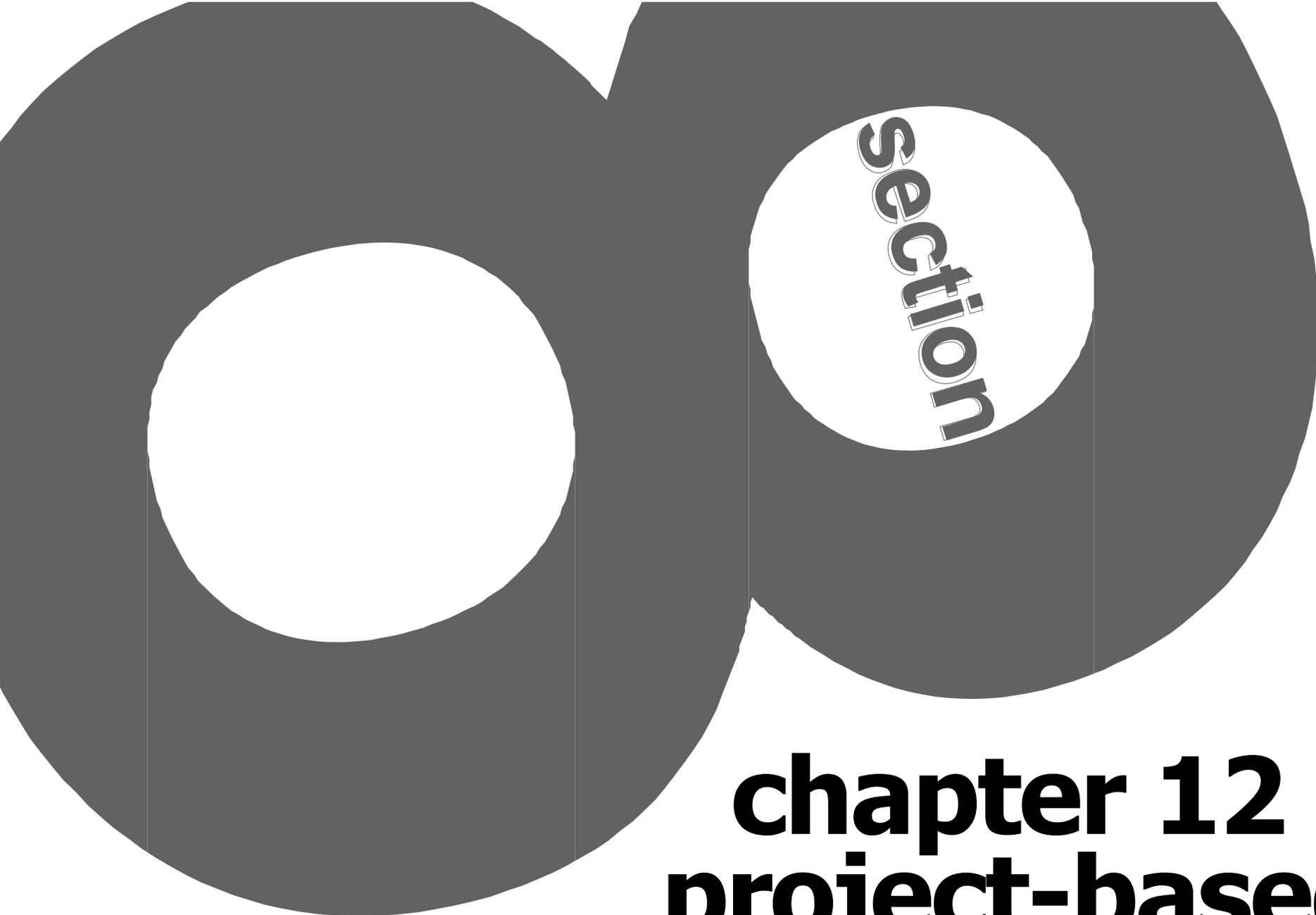
- The owner is not allowed to increase the rent for at least 60 days from the conversion date.
- If you have an Enhanced voucher and your rent is increased, HPD will increase the payment standard to the new gross rent.

## Reporting Decreases in Income

- Families with enhanced assistance remaining in the conversion project must pay the greater of 30% of their income or the amount they were paying toward housing payments (rent plus utilities, if applicable) at the time of conversion, even if it exceeds 40% of the family's adjusted monthly income. Families that were already receiving project-based or tenant based assistance at conversion must pay at least their past total payment. The enhanced minimum rent only applies if the family remains in the conversion project. If a family becomes responsible for paying for their own utilities after the conversion date, the HPD utility allowance in effect at the time the family assumes responsibility for utility payments will be counted toward their minimum payment, such that their monthly housing payment (rent plus tenant-paid utilities) is still the greater of 30% of their income or the amount they were paying prior to the conversion.

The method for calculating the minimum rent changes if the family's gross income on the effective date of the eligibility decreases to a significant extent (15% or more) from the family's gross income on the effective date of the conversion. In this instance, the family share will be recalculated so the family pays 30% of monthly adjusted income or the percentage of monthly adjusted income actually paid at the time of conversion, whichever is greater. This percentage of income will remain as the family's enhanced voucher minimum rent regardless of subsequent changes in income.



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**section**

# **chapter 12**

## **project-based vouchers**



# Chapter 12: Project-Based Non-Tenant Based Vouchers

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*This chapter includes information about:*

- What are Project-Based Vouchers?
  - How are Project-Based Vouchers Different from Tenant-Based Vouchers?
  - Moving from a Project-Based Voucher Apartment
- 

HPD will inform you if your voucher is a Project-Based voucher. **Project-Based vouchers** are different in a number of ways from the regular (tenant-based) vouchers described in earlier chapters. This chapter describes the differences.

## What are Project-Based Vouchers?

**Project-Based vouchers** provide rental assistance to eligible individuals and families to live in specific apartments or buildings.

- HPD contracts directly with the owners or sponsors of Project-Based apartments and buildings. Project-Based contracts between HPD and building owners or sponsors can last for up to 15 years, and can be renewed for additional periods.

## How are Project-Based Vouchers Different from Tenant-Based Vouchers?

Most of the rules and requirements of the tenant-based voucher program also apply to Project-Based vouchers. However, there are a number of differences.

- If you receive a Project-Based voucher, you must move into the specific apartment assigned by HPD and the building owner or sponsor or you will lose your voucher. You must then live in that apartment and meet all your lease and Family Obligations for at least one year.
- Unlike tenant-based voucher holders, you will not need to find an apartment or complete a Landlord Package during the process of your new admission to the Section 8 Program.
- In addition to the mandatory obligations described in Chapter 8: Family Responsibilities, tenants with Project-Based vouchers may also be required to participate in a program of supportive services provided by the building owner, sponsor, or other service agency.
  - If this requirement applies to you, you will be notified when you sign your lease. You will be required to sign a Statement of Family Responsibility that describes the programs and services in which you agree to participate. **You must comply with this Statement of Family Responsibility or you will lose your Project-Based voucher.**

- HPD will assess your compliance with the Statement of Family Responsibility at least once each year at your annual recertification.
- If you successfully complete all of the activities required under the Statement of Family Responsibility, you can continue to receive Project-Based voucher assistance while living in the apartment.
- HPD only conducts annual Housing Quality Standards (HQS) inspections for a randomly-selected sample of the apartments in each building, so your apartment may not be inspected every year. You may request a Special Inspection at any time if you believe that there are HQS violations in your apartment.

Apartments in Project-Based voucher buildings must pass an Initial HQS inspection before HPD can make Section 8 subsidy payments for a new tenant in the apartment. See Chapter 7: Inspections for more information.

## Moving from a Project-Based Voucher Apartment

**You must live in the Project-Based apartment for a minimum of one year in order to be eligible to move to another apartment.** During this time you must meet all of your Family Obligations and be in compliance with your lease.

If you want to move after one year and you are in compliance with your lease and Family Obligations, HPD will give you priority on the waiting list for a tenant-based voucher. HPD will issue you a tenant-based voucher when one becomes available. This will allow you to find and lease an apartment using the procedures outlined in this Briefing Book.

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**To request a voucher to move, please visit HPD's Client Services at 100 Gold Street, Rm. 1-0 or call (917) 286-4300.**

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section

**chapter 13**  
**moderate**  
**habilitation**  
**program**



# Chapter 13: Moderate Rehabilitation Program (Mod Rehab), Moderate-Single Room Occupancy (Mod SRO) and Shelter Plus Care (SPC)

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*This chapter includes information about:*

- What are the Mod Rehab, Mod SRO, and SPC Programs?
- How are the Mod Rehab, Mod SRO, and SPC Programs Different from the Housing Choice Voucher Program?

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HPD will inform you if your voucher is issued under the **Mod-Rehab, Mod SRO, or SPC**. These programs are different in a number of ways from the tenant-based HCV program described in earlier chapters. This chapter describes the differences.

## What are the Mod Rehab, Mod SRO, and SPC Programs?

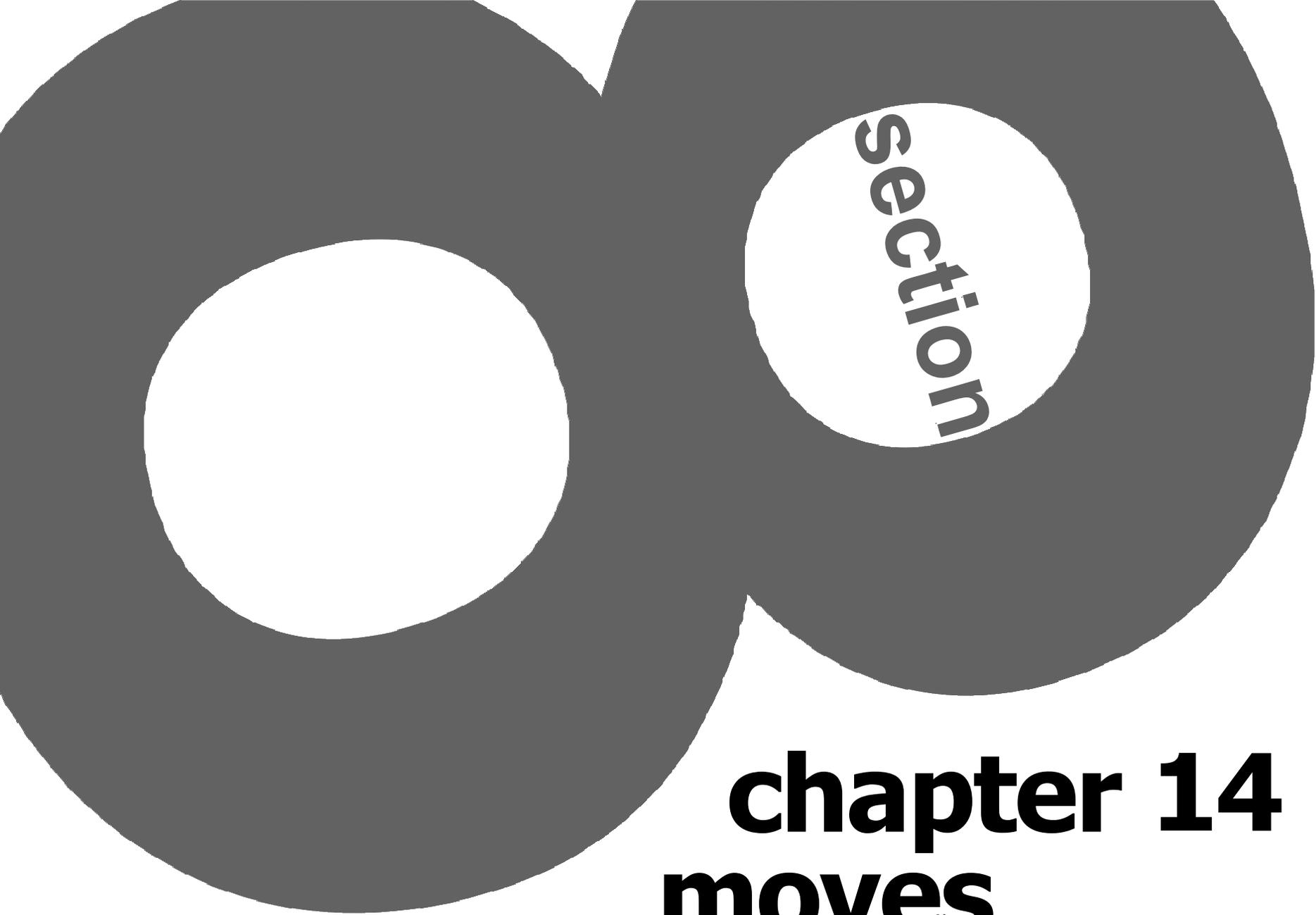
The **Mod Rehab, Mod SRO, and SPC programs** provide rental assistance to eligible low-income individuals and families to live in specific apartments or buildings.

## How are the Mod Rehab, Mod SRO, and SPC Programs Different from the HCV Program?

Most of the rules and requirements of the tenant-based voucher program also apply to Mod Rehab, Mod SRO, and SPC developments. However, there are a number of differences.

- If you receive assistance under the Mod Rehab, Mod SRO, or SPC program, your Section 8 rental subsidy is tied to the apartment. You must continue to live in the specific apartment assigned by HPD and the building owner or sponsor, or you will lose your Section 8 subsidy. You cannot move to another house or apartment with the subsidy.
- Unlike tenant-based voucher holders, you will not receive a voucher and you will not need to find an apartment or complete a Landlord Package during the process of your new admission to the Section 8 Program.
- You may not add additional members to your household without approval from both HPD and the building owner or sponsor.
- Apartments in Mod Rehab, Mod SRO, or SPC buildings must have passed an HQS inspection within the last 12 months before HPD can make Section 8 subsidy payments for a new tenant in the apartment, so your apartment may already have been inspected before you move in. You may request a Special Inspection at any time if you believe that there are HQS violations in your apartment.

Apartments in Mod Rehab, Mod SRO, or SPC buildings must pass an annual HQS inspection at least once every year while participating in the Mod Rehab Program. See *Chapter 7: Inspections* for more information.



section

# chapter 14

## moves



# Chapter 14: Moves

*This chapter includes information about:*

- Move Requirements
  - Moving Procedures
  - Assistance/Rent
  - Moving Costs
- 

Once your family has been issued a Housing Choice Voucher, you may use that voucher to lease a unit anywhere within the five boroughs of New York City. Although you cannot move out of this unit during the initial term of your lease (except in special cases approved by HPD), after the lease ends you may request to move once every 12 months.

Whether you need to move to follow job opportunities, to be near family members or child care providers, or for other reasons, the HCV Program gives you the flexibility to relocate and continue to receive rental assistance.

In this chapter you will find information about **moves** within New York City. See Chapter 15: Portability for information about moving outside of New York City.

## Move Requirements

- You are not permitted to move during your initial lease term.
- After your initial term you may request to move only once every 12 months.
- You must be in compliance with the HCV rules and regulations, including being current with your rent.
- You are eligible for a move voucher if:
  - You are in good standing with all program family obligations and lease requirements
  - You have completed an annual recertification in the last six months
  - The landlord has signed the General Release, you have documented that you are in good standing with your obligations under the lease, or you have documented an emergency situation.

If the owner of the unit has given you notice to vacate, has begun action to evict you, or has a court judgment or other process allowing your eviction, you may be eligible to move. Eligibility will be determined on a case by case basis and must be supported by documentation. HPD will not approve your move request if you are in violation of program requirement. If an eviction has been completed your Section 8 assistance may be terminated.

- HPD may deny you permission to move if:
  - You have violated a family obligation under the HCV Program
  - You owe HPD money
  - You owe the landlord money
  - You have previously requested to move and failed to complete the move process after a HAP contract with the new landlord was signed.

In order to maintain HCV assistance you may be required to move in the following situations:

- If the unit has been in landlord-caused HQS failure for an extended period of time.
- If the household is overcrowded, resulting in a tenant-caused HQS failure
- If the landlord does not comply with program requirements

### **Exceptions**

- HPD may grant exceptions and allow you to move to a new unit during your initial term or more than once in a 12 month period if:
  - You have an emergency situation as determined by HPD
  - Your family is overcrowded according to HQS standards
  - Your unit has two consecutive landlord-caused HQS inspection failures
  - Your landlord has failed to correct non-emergency inspection failures within 90 days:
- You may move to another unit within the same building or managed group of buildings at HPD's discretion, if both you and the owner are in agreement and provide the required documentation. Moves within a building or managed group of buildings are not limited to once every 12 months.

## **Moving Procedures**

### **Prior Approval**

**Before you move you must obtain a move voucher from HPD. If you move without prior approval from HPD, you risk losing your subsidy. Only HPD's Move Unit may give you permission to move. Approval to move will always be given in writing.**

**Even if your landlord or someone from an HPD program other than Section 8 has told you that you can move, you cannot move unless you have completed the following:**



- Submit a written request to HPD to move (by mail or in person at HPD Client Services):

**100 Gold Street, Room 1-0  
New York, NY 10038**

- Provide proof that you are in good standing with your rent:
  - HPD will give you a Section 8 General Release form that both you and your landlord will need to sign and return to HPD. This form certifies that you are in good standing with your rent and that you will vacate your unit and remove your belongings by the date that you and your landlord agree you will move out. HPD must verify the landlord's signature on the release.
  - If the owner refuses to sign a General Release Letter, you may provide an expired lease and proof of rent payments for the last three months.
  - HPD may waive the requirement to document good standing if there is a compelling and urgent health or safety-related need that requires you to move immediately.
- If your family's income and composition has not been recertified within the past six months, you will need to complete a Recertification Package before you can receive a move voucher.

### **Next Steps**

- Once HPD determines that you are eligible to move, you will be issued a move package that contains:
  - Housing Choice Voucher (move voucher)
  - HCV Briefing Book
  - Apartment listing and search log
  - HPD Landlord Package
- After you receive a move voucher and a move package, you may begin to search for a new apartment.
- HPD encourages you to move to areas of the City that have lower concentrations of poverty. Your Briefing Packet contains borough maps that show areas of high poverty concentration. You are encouraged to search for housing in areas of the City that are NOT shaded on the borough maps.
- If you do not locate a new unit, you may remain in your current unit as long as the owner allows.
- When you find new housing, the prospective landlord must complete the Landlord Package and it must be returned in person to HPD.

- A new Landlord Package, lease, HAP contract, and HQS inspection are required before you move to a new unit, even if it is in the same building or complex where you currently live.
- **Important: You may not move until you receive your transfer approval documents from HPD. Moving without prior approval from HPD will result in your subsidy being terminated.**
- The effective date of your move will be the next 1<sup>st</sup> or 15<sup>th</sup> of the month, at least two weeks from the date that the HAP contracts are issued by HPD.
- Signed HAP contracts and lease must be returned to HPD by your landlord within 30 days of issuance. The landlord's failure to return the HAP contracts by the stated deadline will result in the contracts being void.

## Timing

- HPD processes move requests in the order that they are received. Due to the large volume of requests for moves, there may be some delay in processing your request. However, HPD will make every effort to process it in a timely fashion.
- The length of the move process depends on how quickly you provide HPD with proper and complete documentation, how long it takes to obtain signed documents from your current landlord and new landlord, and how long it takes to conduct inspections of the new unit. The new unit must pass a Housing Quality Standards (HQS) inspection before HPD can provide you with the transfer approval documents.
- You will need to find a new apartment and return your completed landlord package **before the end of the voucher expiration date** (within 120 days).
- You will only be issued **one move voucher per year**. If your HCV move voucher expires before you find a new apartment, you will not be eligible to receive another move voucher for 12 months.



If you need an extension on your move voucher, you must request an extension in writing from HPD and provide documentation of why you need an extension.

HPD will determine whether you are eligible for a move voucher extension. Voucher extensions are only available on a limited basis.

## Change or Delay in Plans to Move

If you decide not to move or your move is delayed, you must notify HPD and the landlord immediately.

- If you fail to notify HPD, **you risk being terminated from the HCV program.**

If you and the landlord have signed and returned the HAP contracts and lease to HPD, you must move.

You may not occupy two units at the same time. As of the effective date of the HAP contract for the new Unit, payments will stop to your prior landlord. Failure to move by the effective date may make you responsible for the full contract rent at the prior unit.

## Assistance/Rent

When you move, your **assistance** (the HAP payments to your landlord) **stops** at your old unit at the end of the month in which you moved out.

Assistance will begin on the new unit on the effective date of the new lease and HAP contract. HAP payments may overlap only for the month in which you move.

Payments to your new Landlord will not start until the landlord signs and returns two HAP contracts and a signed lease that matches the term of the HAP contract. These contracts must be returned to HPD's Move unit. Once the contracts are processed, HPD will make payments effective as of the start date on the HAP contracts.



- If you move anywhere within the five boroughs of New York City, HPD's Payment Standards will apply in determining your assistance. If you move to a unit where the gross rent is greater than the Payment Standard, you will be required to pay more than 30% of your monthly adjusted income.
- HPD will not approve a move to a unit where you would pay more than 40% of your monthly adjusted income. See Chapter 4 for more information.
- HPD will not approve a move to a unit whose rent is higher than the rents of comparable apartments in the building or area.

## Moving Costs

HPD does not pay moving fees, real estate broker fees, security deposits, or HAP payments for two housing units for a family at the same time. You must determine if you can make such payments out of your own pocket before you move.

If you need assistance with moving costs, your transfer documents enable you to apply to HRA to determine if you are eligible for any assistance.





section

# chapter 15 portability



# Chapter 15: Portability

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*This chapter includes information about:*

- Moving out of New York City
  - Moving into New York City from Another City
  - Eligibility
  - Things to Consider
- 

Once your family has been issued a Housing Choice Voucher, you may use that voucher to lease a unit anywhere in the United States where a Section 8 program is administered, subject to certain restrictions. This feature is called **portability**.

Whether you need to move to follow job opportunities, to be near family members or child care providers, or for other reasons, portability gives you the flexibility to relocate and to continue to receive rental assistance.

In this chapter you will find information about the portability process when moving into or out of HPD's jurisdiction (New York City) with continued assistance.

## Understanding the Terms

Understanding the terms used in this chapter will help you during the portability process.

- **PHA:** also known as **Public Housing Authority**, this is a government agency that administers housing programs and housing assistance for a specific jurisdiction.
- **Jurisdiction:** The area for which a Public Housing Authority can issue vouchers and make assistance payments. HPD's jurisdiction is the five boroughs of New York City.
- **Initial PHA:** The Public Housing Authority that issues the voucher to the family that wants to move to a different jurisdiction.
- **Portability:** the ability to rent a dwelling unit outside of the initial PHA's jurisdiction and continue to receive HCV tenant-based assistance.
- **Receiving PHA:** The PHA in the jurisdiction to which the family wishes to relocate.

## Moving out of New York City

### Eligibility for Portability

#### **If You Are New to the HCV Program**

- If your family has received a voucher from HPD but has not yet leased a unit under the HCV Program, you are **eligible for portability if the head of household or spouse was a resident of New York City at the time that you submitted your application for assistance.**

- For the purpose of determining portability eligibility, a resident is a person who has a legal domicile in the jurisdiction.
- If your family does not reside in New York City, you may be required initially to lease a unit in New York City before HPD can issue you a portability voucher. HPD is under no obligation to allow you to exercise portability if you do not reside in New York City when your voucher is issued.

### **If You Are Already an HCV Program Participant**

- **You can move to another jurisdiction only when you are able to move out of your current unit under the terms of your lease.** You are not eligible for portability if you move out in violation of your lease.

Income limits do not affect your eligibility to receive a port voucher from HPD. However, **you must be eligible under the income limits of receiving PHA in the jurisdiction where you wish to move.**

## **Things to Consider**

Portability offers you the flexibility to relocate. However, you should consider the possible challenges you may face in moving to a new location.

### **Locating a New Unit**

- You may find it difficult to locate a new unit before your portable voucher expires if there is a shortage of available housing in your new location.
- If you are moving out of New York City, HPD will issue you a move voucher with an expiration term of 120 days. If you cannot find a unit within 120 days, **you must request an extension from the receiving PHA.** Staff at the receiving PHA will contact HPD and HPD will determine whether or not you will receive an extension on your voucher.
- Voucher extensions are only approved in cases where there are documented extenuating circumstances or reasonable accommodations granted.

### **Requirements of the Receiving PHA**

- When you search for a new unit, you will have to comply with the requirements of the receiving PHA. These may be different from HPD's requirements. Make sure that you understand these requirements before you decide to move.
- If you choose to move out of New York City, the bedroom size that your family qualifies for is subject to the subsidy standards of the receiving PHA. This means that you may qualify for a smaller, larger, or same-sized unit than you qualified for under HPD's program.
- Since each housing authority has its own payment standards that are based on the Fair Market Rents in its area, the payment standards at the receiving PHA may not be the same as HPD's Payment Standards.

- Once you move out of New York City, you may move back and lease a unit in New York City, but first you must check with the housing authority where you are currently residing to determine its requirements for moves. If that housing authority has issued you your current voucher, you will be subject to its policies and procedures.
- If you are currently an HCV program participant, you should not give up your current apartment until you have located housing in the new jurisdiction and have made sure that you are eligible for a voucher through the receiving PHA. If you give up your current apartment and things do not go as you planned, your family will be at risk of homelessness.

**Important: If you begin the portability process and do not complete it, you must notify HPD immediately. Failing to do so could result in the termination of your assistance.**

You must initiate the portability process by informing HPD that you want to move **outside of New York City as soon as your voucher is issued.**

- If you are already leasing a unit under the HCV Program, you must live in your current unit for a period of at least 12 months before you can request to move. You also must have completed an annual recertification within the last six months.
- Once HPD has verified that you are eligible for a move under the portability requirements, you should determine where you wish to move and identify the Public Housing Authority (PHA) in that area.

You should obtain the following important information about the PHA where you wish to move:

- Name of the PHA
- Address of the PHA
- Contact person at the PHA
- Phone number of the PHA
- Fax number of the PHA
- Email address of the PHA



If you have difficulty obtaining this information, please contact HPD's Portability Unit for assistance.

- HPD will prepare the paperwork to be sent to the PHA in the jurisdiction where you wish to move.
- You must contact the receiving PHA and set up a time to meet with its portability staff to begin processing your move.
- When you arrive at the receiving PHA, if you have met all of the PHA's requirements and if it has vouchers available, the receiving PHA will issue you a voucher so that you can search for housing in its jurisdiction.



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**section**

# **chapter 16**

## **termination of assistance**



# Chapter 16: Termination of Assistance

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*This chapter includes information about:*

- Termination by HPD
  - Termination by Owner
  - Grounds for Subsidy Termination
  - Appeals
- 

As a participant in the Housing Choice Voucher Program, you have the responsibility to follow the rules and requirements of the program. Your assistance and tenancy may be terminated because of your actions or your failure to act.

In this chapter you will find information to help you understand the grounds under which HPD and owners can **terminate your assistance and tenancy**. Chapter 3: Eligibility includes information on denial of applications for assistance.

## Termination by HPD

In determining whether to **terminate** your assistance, HPD has the discretion to consider the circumstances in your particular case. These circumstances include the seriousness of the case, the extent that individual family members participated in or were responsible for the actions leading to termination, and the effects that termination of assistance will have on other family members who were not involved in the action or failure to act. As a condition of continuing your assistance, HPD may prohibit family members who participated in or were responsible for the action or failure to act from living in your subsidized unit.

### HPD must terminate your assistance if:

- HPD has not made a HAP payment on your behalf for 180 days or more because your portion of the rent equals the contract rent (this is commonly referred to as “no rent hardship” or “zero subsidy”)
- Any family member has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing
- Any family member is subject to a lifetime registration requirement under a state sex offender registration program
- Any family member fails to sign and submit consent forms for obtaining information that HUD requires
- No member of your family is either a U.S. citizen or eligible immigrant. Your assistance will not be terminated while verification of immigration status is pending



### HPD may terminate your assistance if:

- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- Any family member is currently engaging in illegal drug use
- Any family member commits drug-related criminal activity or violent criminal activity
- There is reasonable cause to believe that a family member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Your family currently owes rent or another amount to a public housing authority in connection with the HCV Program or public housing assistance
- Your family has breached a repayment agreement with HPD another public housing authority
- Anyone in your family has engaged in or threatened abusive or violent behavior toward HPD personnel
- Anyone in your family has misrepresented income, household members, or other reported information on or accompanying the HCV application, your annual recertification, or any other official communication with HPD
- Your family has violated one of the family obligations (these are listed on your voucher, in this Briefing Book, and in HPD's Administrative Plan)
- Your family has failed to provide requested information, has failed to attend a scheduled briefing session with HPD, or has failed to attend a mandatory conference scheduled by HPD
- Your family has failed to reimburse a public housing authority for amounts paid to an owner under a HAP contract for rent, damage to a unit, or any other amounts owed under the lease
- A family member has engaged in criminal activity that may threaten the health or safety of the owner, property management staff, or anyone acting on behalf of HPD, including an HPD employee, contractor, or agent
- You have vacated the unit without notifying HPD.

### **Forms of Termination**

If your assistance is terminated, HPD may:

- Terminate your HAP payments to your landlord
- Refuse to process or provide assistance under portability

### **Termination by Owner**

The **owner** may only **terminate your tenancy** in accordance with the lease and HUD requirements. The owner may only evict you by court action.

During the term of your lease the owner may only terminate your tenancy because of:

- Serious or repeated violations of the lease
- Disturbance of neighbors
- Destruction of property
- Living or housekeeping habits that cause damage to the unit or premises
- Violations of federal, state, or local law regarding your obligations for occupancy or use of the unit
- Criminal activity or alcohol abuse
- Other good cause

### **Lease Renewal**



- After the initial lease term, if lease renewal is not required under the terms of the lease or the law the owner may choose not to renew your lease. If the owner renews your lease, the owner must accept a renewal HAP contract with HPD.
- Under rent stabilization, if you are a tenant in good standing the owner must offer you a renewal lease that is based on the material terms of the previous lease. This includes accepting your subsidy under the HCV Program.

## **Grounds for Subsidy Termination**

### **Lease Violations**

#### **Your assistance will be terminated for serious or repeated violations of the lease if:**

- The owner terminates your tenancy through court action for serious or repeated violation of the lease.
- The owner notifies you of termination of the lease for a serious or repeated lease violation, you move from the unit prior to the completion of court action for termination, and HPD determines that the cause of your move is a serious or repeated violation of the lease.
- You fail to provide the owner or management agent with access to the unit to repair HQS deficiencies as required by HPD.
- There are police reports, neighborhood complaints, or other third-party information verified by HPD that establish serious or repeated violations of the lease.
- The owner provides HPD with documentation that you have not paid your family share of the rent. HPD can terminate your assistance for non-payment of rent even if you have not received a court order of eviction for non-payment.

### **Criminal Activity**

The owner may **terminate your tenancy** any time during the term of your lease **if any member of your household, any guest, or any other person that you have allowed on the premises engages in any criminal activity**, regardless of whether that person has been arrested or convicted. This includes:

- 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)
- 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
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises

The owner may **terminate your tenancy** during the term of the lease if **any member of the household is**:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or an attempt to commit a crime, that is a felony under the laws of the place from which the individual flees. In New Jersey, this includes a high misdemeanor.
- Violating a condition of probation or parole under federal or state law

### **Alcohol Abuse**

The owner may **terminate your tenancy** if the **abuse of alcohol** by any household member threatens the health, safety, or right to peaceful enjoyment of the premises by the residents.

### **Good Cause Reasons**

After the initial lease term, the owner may **terminate your tenancy** for the following **good cause reasons**:

- Disturbance of neighbors
- Destruction of property
- Living or housekeeping habits that cause damage to the unit or premises

### **Missed Appointments and Deadlines**

It is your obligation to attend all scheduled appointments and to supply HPD with all information, documentation and certification needed by the deadlines specified. This includes appointments and deadlines for:

- Eligibility determination
- Verification procedures



- Voucher issuance and briefings
- HQS inspections
- Recertifications
- Conferences and appeals

**HPD may terminate your assistance if you fail to attend a mandatory appointment.**

If you notify HPD in a timely manner, some acceptable reasons for missing appointments or failing to provide information are:

- Medical emergency
- Family emergency
- Other good cause as determined by HPD

## Appeals

If your assistance is terminated, you are entitled to an **appeal**.

- HPD will notify you in writing of its decision to terminate your subsidy.
- You may submit an appeal request in writing to HPD's Appeals Unit. HPD must receive your request within 21 calendar days from the date printed on the HPD notification letter. Instructions on how to submit an appeal will be included with your notification letter.
- Upon receipt of your timely appeal request, the Appeals Unit will schedule a hearing for you to challenge the termination. After the hearing, a written decision will be issued by the Appeals Unit informing you of the final decision in your case.
- Chapter 16: Appeals and Hearings contains information on the appeal process.



A large, dark gray graphic of the number '17' is positioned in the upper left and center of the page. The '1' is a solid vertical bar, and the '7' is a large circle with a smaller white circle inside it. The word 'section' is written vertically in a bold, black, sans-serif font within the white circle of the '7'.

**section**

# **chapter 17 appeals and hearings**



# Chapter 17: Appeals and Hearings

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*This chapter includes information about:*

- Conference
  - Informal Hearing
  - Informal Review
  - Informal Hearing and Informal Review Procedures
  - Interpreters for Conferences, Informal Hearings and Informal Reviews
  - Legal Counsel for Conferences, Informal Hearings and Informal Reviews
- 

If you are a program participant or applicant you may **appeal** a decision by HPD affecting your eligibility or the amount of your assistance. If you have been notified that your assistance has been denied or that you face termination of your subsidy, you can appeal this decision.

There are ways for you to resolve disputes with HPD that do not involve legal action and to correct errors that might have occurred in the decision-making process. In this chapter you will find information to help you understand your options for resolving disputes with HPD.

## Understanding the Terms

Understanding the terms used in this chapter will help you during the appeal process.

- **Conference:** a meeting between the program participant and HPD staff to resolve any outstanding matters that prevent HPD from determining whether the participant is eligible for assistance
- **Informal Review:** a review conducted by an impartial hearing officer at which an applicant challenges the decision to deny assistance
- **Informal Hearing:** a hearing conducted by an impartial hearing officer at which a participant challenges the termination or other subsidy determination

## Conference

The **conference** is an opportunity for you to resolve any outstanding matters that prevent HPD from determining whether you are still eligible to receive HCV assistance.

- If you fail to submit all information required for recertification, or if your information differs from a third party source, HPD will, in most cases, offer you the opportunity to participate in a conference.
- The conference is held at the discretion of HPD and is not required by federal regulations or HUD. HPD reserves the right to discontinue the use of conferences at any time.

## Conference Procedures

- If you are given the opportunity to request a conference, you must submit your request in writing and HPD must receive it within 15 calendar days from the date printed on the Pre-Termination Notice of Non-Compliance.

- HPD will schedule and conduct your conference as soon as possible after receiving your written request. HPD schedules conferences in the order that requests are received.
- One or more conference leaders will conduct the conference. A conference leader is an HPD team leader, coordinator, or higher-level program staff member who is neither the person who made or approved the decision under review nor a subordinate.
- The HPD conference leaders and you must attend the conference. You may also be represented by a lawyer or another representative of your choice. If you have requested an interpreter, the interpreter will also attend the conference.
- The conference will proceed as follows:
  - An HPD conference leader will start by asking you to state your name and address and any further information required by HPD.
  - HPD conference leaders will review documents and ask questions.
  - You or your representatives will be given the opportunity to answer questions, submit written statements, or submit documents to support your claims.
  - You may also ask questions, and HPD conference leaders will make reasonable efforts to provide the requested information.
  - At the end of the conference, you will sign a "Statement of Understanding – Section 8 Participant Obligations" form. This form will list all documents submitted at the conference as well as any documents that need to be submitted to HPD within seven calendar days. HPD will place the original form signed by all parties at the conference in your case file, and you will receive a copy.
- If you wish to review the documents in your file, you may do so at the conference or by making a written request to see the documents before the conference date. HPD will provide you with a copy of the documents in your file at a cost of twenty-five cents per page. Payment for copies must be made by money order payable to the NYC Department of Finance.
- If you wish to submit additional documents at the conference, you must provide HPD with a chance to look at the original documents and to keep the original document or copy of the document when appropriate. For example, you may need to supply an original birth certificate, but after reviewing the original document, HPD conference leaders would make a copy to place into your case file and return the original birth certificate to you.

## **Outcome**

Based upon the outcome of the conference, HPD will either mail you a Notice of Subsidy Termination notifying you of the termination of your participation in the Section 8 program, or a Rent Breakdown letter notifying you of your new tenant share of the rent. These notices will constitute your notification of the conference determination.

## Informal Review

If HPD denies you assistance under the HCV Program, you may be given an opportunity to request an **informal review** of the decision. An informal review consists of a review of the application, its supporting material, and any additional written material that you may wish to submit to support your claim of eligibility.

- If you are denied assistance based on citizenship or eligible immigration status you are entitled to the same informal hearing that is offered to participants, as discussed in this chapter.
- **Not every HPD decision is subject to appeal.**
- You will generally be provided with an opportunity for an informal review of decisions denying:
  - Inclusion on HPD's waiting list
  - Issuance of a voucher
  - Participation in the HCV Program
  - Assistance under portability procedures
- Informal reviews are usually not required for the following reasons for denial of assistance:
  - Discretionary administrative determinations by HPD
  - General policy issues or class grievances
  - A determination of the family unit size under HPD's subsidy standards
  - HPD's decision not to approve an extension or suspension of a voucher term
  - Disapproval of the owner's lease form
  - An HPD decision not to grant approval of the tenancy
  - An HPD determination that a unit selected by the applicant is not in compliance with HQS
  - An HPD determination that the unit is not in compliance with HQS because of the family size or composition

## Informal Hearing

You may request an **informal hearing** to appeal an HPD decision for certain specific determinations and to appeal an HPD decision to terminate assistance.

HPD will provide an opportunity for an informal hearing for the following decisions:

- A determination of the family's annual or adjusted income and the use of this income to compute the HAP payment
- A determination of your appropriate utility allowance (if any) for tenant-paid utilities
- A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under HPD's subsidy standards (i.e., the family is "overhoused"), or HPD's determination to deny the family's request for an exception to the subsidy standards
- A determination to terminate a family's assistance because of the family's action or failure to act
- A determination to terminate assistance because the family has been absent from the assisted unit for longer than the maximum period permitted under HPD's policy and HUD rules

HPD is not required to provide an opportunity for an informal hearing in any of the following circumstances:

- Discretionary administrative decisions by HPD
- General policy issues or class grievances
- Establishment of the schedule of utility allowances for all families in the program
- HPD's decision not to approve an extension or suspension of a voucher term
- HPD's decision not to approve a unit or tenancy
- HPD's determination that a unit is not in compliance with HQS. However, HPD must provide the opportunity for an informal hearing for its decision to terminate assistance for a breach of the HQS caused by the family.
- HPD's determination that the unit is not in accordance with HQS because of the family size
- HPD's determination to exercise or not to exercise any right or remedy against the owner under a HAP contract

## **Informal Review and Informal Hearing Procedures**

- If you are given the opportunity to request an informal review or informal hearing, you must submit your request in writing and HPD must receive your request within 21 calendar days from the date printed on the HPD notice.
- HPD will schedule and conduct your informal review or informal hearing as soon as possible after receiving your written request. HPD schedules reviews and hearings in the order that requests are received.
- An HPD hearing officer will conduct your informal review or informal hearing. The

HPD hearing officer is an impartial HPD staff member who is neither the person who made or approved the decision under review nor a subordinate of this person. In certain cases, HPD may utilize more than one employee to serve as an informal hearing panel. In these cases the panel will deliver the decision as one body.

- The HPD hearing officer, HPD hearing representative(s), and you must be present at the informal review or informal hearing. You may also be represented by a lawyer or another representative of your choice. If you have requested an interpreter, the interpreter will also attend the review or hearing.
- HPD will tape-record the informal review or informal hearing to create a record of what was said and to aid the HPD hearing officer in making a decision.
- If you wish to review the documents in your file, you may do so by making a written request to see the documents before the informal hearing date. HPD will provide you with a copy of the documents in your file at a cost of twenty-five cents per page. Payment for copies must be made by money order payable to the Department of Finance.
- In order for you to submit documents at the informal review or informal hearing:
  - You must provide HPD with a chance to look at the documents before the review or hearing and to copy the documents.
  - You must let the HPD hearing officer know before the review or hearing starts that you will be submitting documents.
- The informal review or informal hearing will proceed as follows:
  - The HPD hearing officer will ask you to state your name and address and any further information required by HPD.
  - The HPD hearing officer will go over the informal review or informal hearing process.
  - An HPD representative will present HPD's case and ask you questions.
  - You or your representative(s) will be given the opportunity to make oral statements, submit written statements, ask questions, present witnesses, or submit documents to support your claim(s).
- The HPD hearing officer may ask you to speak more slowly or loudly, may ask you to explain a statement, may request documentation, or may stop the informal hearing.

## **Outcome**

- The HPD hearing officer will issue a written decision on whether the rule or regulation questioned was correctly or incorrectly applied according to the information presented at the informal review or informal hearing and a review of the entire case file.
- The written decision will either uphold HPD's original decision or reverse it.