



HARRISBURG HOUSING AUTHORITY

916 S. 14th Street Suite 100

Harrisburg, PA 17104

Ph (717) 234-9664

Landlord Welcome Packet

Housing

Choice

Voucher

Program

Please contact our office if you have any questions, and thank you for your interest in our housing program.





HARRISBURG HOUSING AUTHORITY

916 S. 14th Street Suite 100

Harrisburg, PA 17104

Ph (717) 234-9664

Email:Section8@harrisburghousing.org

Welcome Landlord

The Harrisburg Housing Authority receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide housing subsidy payments that help eligible families pay their rent in privately-owned rental units.

The rental subsidy, known as the Housing Assistance Payment (HAP), is paid directly to the property owner or designated payee each month. No charges or fees are assessed to owners for services provided under the Section 8 program.

Participating property owners comply with HUD regulations, but retain control of most of the rights and responsibilities traditionally held by property owners. The information included in this booklet provides basic Section 8 information including an overview of the requirements for program participation.

The information packet includes a listing of the Housing Quality Standards, an information sheet listing eligible income limits and the Voucher Payment Standards, Obligations of the Family, Utility Schedules for Attached, Semi-Detached and Single Family Homes, and information from the City of Harrisburg concerning landlords with rentals within the City of Harrisburg.

The Voucher Payment Standards listed on the enclosed information sheet reflects the average gross rent; monthly rent plus tenant paid utilities. The participating Housing Choice Voucher Program landlords also pay a portion of the water, sewer and trash for tenants. The utility allowance for water, sewer and trash is determined by tenant voucher size on the enclosed utility allowance sheets.

The City of Harrisburg may be participating in a Federal Grant Program for Lead Paint Abatement. Information on the program can be obtained by telephoning City Codes at (717) 255-6404.

In addition, each property submitted for participation is subject to an eligibility clearance with the City of Harrisburg. Each unit must be current with taxes, city utilities and have no liens on the property. If you should have any questions regarding eligibility, please contact the Bureau of Operation and Revenue at (717) 255-6514. The unit also needs to be compliant with City Codes Inspection.

Be advised, in accordance with the rules and regulations that govern the Housing Choice Voucher Program as stated in the CFR 982.306 PHA Disapproval of owner: (7) (d) The PHA must not approve a unit if the owner is the parent, child, grandparent, sister or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

If you wish to advertise your rental property located within the Harrisburg City Limits jurisdiction to Section 8 participants, please contact PA Housing Search toll free at (877) 428-8844 or by going on the following website: <http://pahousingsearch.com/>

Your participation and assistance is a major factor in the success of the Section 8 program. We welcome your participation, and greatly value your partnership!

Sincerely,
HCV Program Staff

HHA's Move To Work Initiative

Approved to the Section 8 Program, starting February 2023.

- **Lease up Payments**
 - For NEW Landlords joining HHA's HCV Program and Landlords who RENEW current tenant
 - Max payment- 1 month contract rent
 - New Landlord Payments based on efficiency of lease up
 - Renew Payments made after annual inspection
- **Vacancy Loss Payments**
 - HHA will pay Landlords up to 1 months contract rent between HAP contracts
 - Payments up to 1 month contract rent based on lease up
 - 1 week=full month, 2 week= ½ month, 3 week or more 1/3 month
- **Damage Claims**
 - Must prove damages
 - Before and After pictures
 - Pre and post inspection documentation
 - Professional Receipts or estimates for cost of repair
 - 2 months rent less security deposit OR actual damages less security deposit *which ever is less*
 - Payments made after next HAP contract executed
- **Bi-annual Recertifications**
 - Must request interim for income increases
 - 1 interim a year for decreases in income 10% or more unless hardship request is granted
- **Updated FMR and Rent Reasonableness**



Harrisburg Housing Authority

351 Chestnut Street
Harrisburg PA, 17101

Harrisburghousing.org

Iniciativa Move To Work de HHA

Aprobado para el Programa de la Sección 8, a partir de Febrero de 2023

- **Pagos de Arrendamiento**
 - Para los NUEVOS propietarios que se unen al programa HCV de HHA y los propietarios que RENOVAN al inquilino actual
 - Pago máximo- 1 mes de alquiler de contrato
 - Pagos de nuevos propietarios basados en la eficiencia del contrato de arrendamiento
 - Renovar los pagos realizados después de la inspección anual
- **Pagos por pérdida de vacantes**
 - HHA pagará a los propietarios hasta 1 mes de alquiler de contrato entre contratos HAP
 - Pagos de hasta 1 mes de alquiler de contrato en base al contrato de arrendamiento
 - 1 semana=mes completo, 2 semanas= ½ mes, 3 semanas o más 1/3 mes
- **Reclamaciones por daños**
 - Debe probar los daños
 - Fotos de antes y después
 - Documentación previa y posterior a la inspección
 - Recibos profesionales o cotizaciones por costo de reparación
 - 2 meses de alquiler menos depósito de seguridad O daños reales menos depósito de seguridad, lo que sea menor
 - Pagos realizados después del próximo contrato HAP ejecutado
- **Recertificaciones semestrales**
 - Debe solicitar interino para aumentos de ingresos
 - 1 interino por año para disminuciones en los ingresos del 10 % o más, a menos que se conceda la solicitud por dificultades económicas
- **FMR actualizado y razonabilidad del alquiler**



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Dear Housing Choice Voucher (HCV) Property Provider:

The Harrisburg Housing Authority is proud to support PAHousingSearch.com, a FREE affordable housing locator to help tenants find housing and landlords fill vacancies across Pennsylvania.

This free listing is sponsored by the Pennsylvania Housing Finance Agency, Pennsylvania Emergency Management Agency, Pennsylvania Department of Public Welfare and the Pennsylvania Department of Community & Economic Development.

Log on today to experience the benefits of PAHousingSearch.com:

- **Add and manage all of your property listings for free** via the Internet or with a quick, toll-free phone call.
- Post extensive details about rental units such as number of bedrooms and baths, location (with map link), rent and deposit information, utility specifics, special amenities, up to 10 photos, eligibility requirements, and much more.
- Reduce calls on rented properties by marking properties as "unavailable" immediately when rented.

As of July 1, 2011, Harrisburg Housing Authority will be using PAHousingSearch.com to refer HCV holders to your available units and will no longer be accepting listings in the office.

PAHousingSearch.com is powered by Socialserve.com, the nation's leading provider of affordable housing locator services. Socialserve.com staff will give you a courtesy call to assist in moving your units into the new system.

Socialserve.com staff is available toll free, Monday- - Friday from 9 a.m. to 8 p.m. at 1-877-428-8844 to answer questions, add properties, or make adjustments to your listings.

Please register your properties as soon as possible! Thank you for your participation in this exciting service.

Sincerely,

HCV Program Staff



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HOUSING CHOICE VOUCHER PROGRAM – FREQUENTLY ASKED QUESTIONS

- Additional Bedrooms: The owner may opt to rent a unit with more bedrooms than the eligible voucher subsidy. The owner may elect to close off the additional bedroom(s) and remove the heat source to reduce the cost of the utilities to the subsidized bedroom limit.
- The owner may rent the larger unit allowing the tenant access to all bedrooms. However, the rent and utilities may need to be negotiated for the selected family. The subsidy will remain at the bedroom size listed on the voucher, but if the tenant has access to all bedrooms, the higher utility cost must be calculated into the monthly rent.
- City Codes: Property Owners who rent units located within the City limits of Harrisburg are required to have a City Codes Inspection. Their office may be reached by telephone at (717) 255-6552 to set up an inspection. Participating units are not deemed eligible unless there is a current City Codes inspection.
- Damages: Tenants are responsible for any damages caused by tenant or tenant's family including guests that do not fall under the category of fair wear and tear. The landlord is advised to bill the tenant for any damages. If the tenant refuses to pay for damage and the amount exceeds the security deposit, we suggest action with the District Magistrate to obtain a monetary award.
- Eviction: Eviction action must be in compliance with PA Landlord/Tenant Law. HUD regulations require that a copy of any judicial action beginning with the Landlord/Tenant Complaint be provided to our office.
- HAP: Housing Assistance Payment Contract – HUD's authorized portion of contract rent.
- Lease: The landlord provides a lease to the tenant. The lease needs to be the same lease used for private rentals.
- Monthly Rent: The negotiated amount of monthly rent. This amount must not exceed the negotiated amount of rent stated on the HAP contract.
- Office Hours: Monday thru Friday 8:00 AM to 4:30 PM. Our office is closed every Wednesday and for all National Holidays.
- Payment Standards: The maximum housing assistance paid on behalf of a tenant less minimum rent. The payment standard is the beginning amount used for calculating the housing assistance payment. For example, a two bedroom voucher holder with an adjusted monthly of \$250 would equal a subsidy of \$619.00.

	\$869	Payment Standard
Minus -	\$250	Tenant Family Contribution
Equals	\$619	Subsidy

RFTA's: Request for Tenancy Approvals are issued to the tenant. The tenant provides the RFTA to the landlord for completion and need signed by both parties. The landlord will list the address of the unit located within the City limits and jurisdiction of Harrisburg Housing Authority, proposed amount of rent and security deposit; designate responsible party for heat, cooking, electric and hot water.

This form is to be returned to the Section 8 Office. The proposed rental unit's address will be submitted to the City of Harrisburg's Bureau of Operation and Revenue to determine eligibility for participation. The unit must be free and clear of utility bills and City taxes.

Security Deposit: The landlord may collect a security deposit no greater than the negotiated amount of one month's rent.

Subsidy: The amount of the Housing Assistance Payment.

Tenant Background: Harrisburg Housing Authority requests a criminal background clearance for every participant over the age of 18.

Landlords may request a credit report, conduct a home visit and/or telephone previous tenant/landlord references.

Voucher: The tenant possess a voucher with eligible subsidy listed by bedroom size on the first page of the voucher. The issue date and expiration date are also listed on the voucher. It is in the best interest of both parties to match the available unit bedrooms with the eligible number of bedrooms listed on the voucher.

Harrisburg Housing Authority Housing Choice Voucher Program Staff:

Sandaliz Rivera,	HCV Program Director
Michael Diven,	Management Aide/HCVP
Danielle Coles,	Clerk III/HCVP
Adeliz Santiago,	Clerk III/HCVP
Evelis Feris,	Clerk I/HCVP
Joe Boone,	HCV Inspector (Initial & Complaint Inspections Inspector)
Michael Napper,	HCV Inspector (Annual Inspections Inspector)



HOUSING QUALITY STANDARDS (HQS)

Questions & Answers

What is an HQS inspection?

HQS are the minimum health and safety standards allowed by the HUD to ensure that Assisted housing units are decent, safe and sanitary. The Housing Authority is required To perform an HQS inspection of Section 8 assisted units before a participant enters into a HAP contract with an owner, and at least once a year after that.

What are the various types of inspections?

There are five types of inspections:

- Initial Inspection: Conducted before a HAP Contract is executed.
- Annual Inspection: Conducted at least once annually.
- Complaint/Emergency Inspection: Conducted at the request of a tenant or Owner to determine whether failure items exist in the unit.
- Re-Inspection: Conducted to confirm that a failure that is considered an Emergency, tenant or owner's responsibility to fix, or that was identified in a vacant unit has been corrected.
- Quality Control Inspection: Conducted by a quality control inspector to Confirm that a previous inspection was performed correctly.

Who is responsible for providing access to the unit for an inspection?

For initial inspections of a vacant unit, the owner is responsible for providing access to the unit; failure to do so may result in the cancellation of their Request for Tenancy Approval (RTA). For an occupied unit, the tenant is responsible for providing access to the unit.

How do inspectors decide to "Pass" or "Fail" a unit?

The inspector uses the HUD Inspection Checklist. These checklists are used as a guideline to determine if the unit meets HQS standards. One single failure item on this checklist will result in a failed inspection. The inspector must then determine whether it was owner or tenant-caused and whether it is an emergency or non-emergency fail. The inspector will note the inspection result and provide details of all failure items.

What happens if the inspection results fail?

In the case of an **Initial Inspection**, the owner will be notified of the results. The owner has the option to correct the items or cancel the RTA. The family will also have the option to wait for the owner to correct the failed items within a reasonable time or continue a housing search. A re-inspection of the unit must be scheduled to confirm that the unit passes HQS.

In the case of an **Emergency Fail** that is a result of an owner-related deficiency, the owner will be notified via telephone, mail or email regarding the emergency condition. The owner will have 24 hours to repair the unit before a re-inspection occurs. If the fail items are not corrected, the HAP will be suspended on the first of the month following the failure date, and will not be reinstated until there is a passed inspection result.

In the case of a **Non-Emergency fail that is the owner’s responsibility to fix** , the owner has 30 days to correct the deficiencies. A re-inspection will be conducted to verify correction of failed items. If items are not corrected, the HAP will be suspended on the first of the month following the failure date, and will not be reinstated until there is a passed inspection result.

What regulations cover Housing Quality Standards?

HQS regulations can be found at 24 CFR Part 982

Why was my rent or unit abated?

The HHA is required to inspect units at least annually. Rent is abated (stopped) when the repairs are not completed by the re-inspection deadline date. The unit will be taken out of abatement if it passes inspection and payments will resume the day after the unit passes inspection.

Tenant Responsibilities	Owner Responsibilities
<ul style="list-style-type: none"> • Be present at scheduled annual Inspections. • Maintain the unit in good condition • Promptly notify the owner of any repairs needed. • Pay for utilities as specified in the lease. • Provide and maintain operable appliances as specified in lease. 	<ul style="list-style-type: none"> • Maintain the unit in good conditions and make repairs as needed, in accordance with the terms and conditions of the lease HAP contract, including HQS. • Pay for utilities as specified in the lease • Provide operable appliances as specified in lease. • Enforce tenant obligations under the terms of your lease. • Take action through the court system to evict a tenant when they violate the lease.



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INITIAL AND ANNUAL INSPECTIONS: TOP FAIL ITEMS

INITIAL INSPECTIONS

1. Window condition: Missing sash cords, locks, shades or storm windows, cracked windowpanes. Evidence of lead paint or chipped peeling paint or water damage to window frame. (Cleanliness and glazing)
2. No double barrier at transom
3. No drip leg on water heater
4. No GFI within 6 feet of water
5. No rear egress light switch to illuminate kitchen
6. Lead paint issues: Chipped peeling paint around doors, windows, railings ceiling (inside and outside)
7. Handrail or railing condition – missing or rotted wood pickets or railing not in accordance with city codes qualifications
8. Missing Light Shades
9. Water damage or leaks: sinks, commodes, faucets, roofs
10. Smoke detectors not present or missing a battery (one for each level or home)

ANNUAL INSPECTIONS

1. Missing light fixtures, interior and exterior
2. Holes in the wall
3. Condition of floors and/or floor coverings
4. Exterior paint
5. Old & run down furnaces that are unsafe or inoperable
6. Handles on cabinets in kitchen are missing or loose
7. Burners and pilots on ranges in kitchens do not function properly, also condition of refrigerator
8. Concrete walks are deteriorated, broken and unsafe (trip hazards)
9. Basement walls deteriorated or in need of parging
10. Damaged and loose railings and banisters
11. Out buildings, garages and fences in unsafe and deteriorated condition
12. Smoke detectors missing batteries or disconnected



Harrisburg Housing Authority
Housing Choice Voucher Program
Summary of Housing Quality Standards

The following is a summary of standards required for compliance with 24 CFR Part 982, The Housing Choice Voucher Program Guidebook reference 7420, The International Property Maintenance Code and the minimum requirements set forth by the City of Harrisburg Bureau of Codes Enforcement. It is not intended to replace or alter the requirements of those standards and one should refer to those standards for a complete compliance with Federal, State and City requirements.

Some dwellings may exceed the required Housing Quality Standards. However, dwelling units meeting less than the Housing Quality Standards will not be allowed to participate in the program, unless the housing is altered to meet the criteria within the required timeframe.

Exterior

Foundation:

Foundation should be sound and free from hazards. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition to prevent air infiltration or vermin infestation.

Stairs, Rails and Porches: ¹

Exterior Stairs and rails shall be in maintained in good condition, structurally sound and capable of supporting the imposed load. Stairs having four or more risers shall have a handrail on one side of stairway. Every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the floor or grade shall have guards.

Guardrails shall not be less than 30 inches high above the floor of the landing, balcony, porch, deck or ramp or other walking surface.

Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface.

Premises identification² requires buildings to place approved address numbers in a plain view from the street fronting the property. Numbers shall contrast with their background and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch.

Walkways shall be kept in a proper state of repair and maintained free from hazardous conditions.

Condition of Roofs and Gutters:³

¹ International Property Maintenance Code® Section 306 Handrails and Guardrails 306.1 General

² International Property Maintenance Code® Section 304 Exterior Structure [F] 304.3 Premises identification

³ International Property Maintenance Code® Section 304.7 Roofs and drainage

Gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Roof and flashing shall be sound and weather tight. The roof should not allow rain to enter the dwelling.

Chimney⁴ and similar appurtenances attached shall be maintained structurally safe, sound and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment.

All surfaces shall be free of holes, cracks, and broken or deteriorated materials. Finishes shall be free of peeling, flaking, excessively weathered or damaged areas. Exterior protective and decorative finish coating shall provide adequate resistance to weathering, moisture, corrosion, and reasonable durability.

Entrance Doors and Windows:

Entrance Doors from the exterior must have door assemblies and hardware that is maintained in good condition.

Doors and frames on exterior entrances must be weather tight.

Locks at all entrances to dwelling unit shall tightly secure the door. Locks shall comply with egress requirements as delineated by that section.

Windows and window frames must be maintained in sound condition and weather tight. All windows shall be of a thermo pane construction or have storm windows installed.

Insect screens shall be provided on all operable windows except where conflicting requirements forbid the installation. (Such as requirements for Historical Preservation)

Windows, other than a fixed window, shall be easily openable and capable of being held in position by window hardware. Glazing materials shall be maintained free from cracks and holes.

Operable windows located within six foot of the ground or any walk able surface shall be equipped with a locking device.

Interior

General Information & Habitable Rooms:

Each dwelling unit providing living facilities for an individual or family must contain a separate kitchen and bathroom. Access to each living unit shall be provided without passing through any other living unit.

⁴ International Property Maintenance Code® Section 304.11 Chimney and towers

Complete bathing and sanitary facilities provided within each living unit shall consist of a water closet, a tub, and a lavatory at least 17” x 20”, and an adequate supply of hot water to the tub and lavatory, and cold water to all fixtures. The arrangement of fixtures shall provide for the comfortable use of each fixture and permit a full 90° door swing.

All bathrooms shall have an operable window or an exhaust fan vented to the outside to provide adequate ventilation.

Bathrooms shall be equipped with a medicine cabinet, mirror, towel bar and a toilet paper holder. The bathroom shall be accessible from the common hall, except in the 1-bedroom unit. The sanitary facilities must be usable in privacy.

Bedrooms shall not be less than 100 square feet of floor space and shall not be less than 7 feet in any dimension or used as the only means of access to another habitable room.

Interior doors shall be provided for each opening to a bedroom and bathroom with a privacy lock on the bathroom.

Clothes-closet space shall be provided at a minimum of 4 square feet per person and are required in or in the vicinity of each bedroom. A shelf and hanging rod is required and preferably not less than 2 feet deep.

Floors should provide safe and adequate support for normally imposed loads. Flooring should be free of objectionable vibration or give. Finished floors should be appropriate to use of space, and in good condition. Floors may be covered with carpeting or other suitable covering. Bare floors are acceptable but should be smooth and painted with wood floor paint.

Each living unit⁵ shall have a separate kitchen space with a sink at least 18” x 22” and an adequate supply of hot and cold water. Owner supplied stove and refrigerator must be of appropriate size, clean and in good working condition. Adequate storage shelves and drawers (see table) must be provided for food preparation and storage.

Number of Bedrooms	Aggregate Counter Dimensions	Refrigerator Cubic Feet	Storage Shelves Square Feet	Drawer Square Feet	4-Burner Stove w/Oven
1	6’ x 22”	12	12	5	20 Inches
2	7” x 22”	12	14	5	24 Inches
3	8’ x 22”	14	16	10	30 Inches
4 & up	8” x 22”	14	18	10	30 Inches

The minimum ceiling height for habitable rooms, bathrooms, hallways, kitchens and laundry areas shall be no less than 7feet.

Laundry areas in unfinished basements shall have at least 6 foot 4 inches of headroom to access the facilities.

All stairways shall provide safe ascent and descent, railing protection and be in sound condition. The stairs and stairway shall be arranged to permit adequate headroom and space for the passage of furniture and equipment.

⁵ Harrisburg Housing Authority’s criteria of acceptable space for storage, preparation and serving of food. This decisive factor is supported by the Section 8 Admin Plan

Handrails and guardrails shall be provided as described in the exterior portion of this standard

All interior walls and ceilings will provide a surface without major irregularities, peeling, flaking or cracked finishes. Where the finish in bathrooms and kitchens is painted it shall be gloss, semi gloss or eggshell.

Basement and foundation walls shall be watertight.

The property shall not be subject to hazards such as objectionable smoke, noxious odors, unusual noise or constant flooding.

The owner shall disclose to the tenant historical information regarding flood levels if property is located within the 100 year flood zone.

Heating & Plumbing Requirements

Heat⁶ shall be provided for each living unit. Heating equipment shall be capable of producing and maintaining inside temperature of 68° F when the outside temperature reaches 0 F. The heat source shall be safe and convenient to operate, be economical in performance and quiet in operation. The heat for a dwelling unit shall not be supplied by unvented room heaters that burn gas, oil, kerosene or any other fuel. This does not apply to fixed electric heat sources.

Plumbing systems shall operate freely and not have cross connections which permit contamination of water supply or backsiphonage between fixtures.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstruction, leaks and defects.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

Domestic water heater⁷ shall be in good serviceable condition and shall have a minimum capacity of 30 gallons for up to a 3-bedroom unit and 40 gallons for a 4-bedroom and above. The heater shall be capable of providing water at not less than 110° F.

A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

Electrical Requirements

Existing wiring and electrical equipment for dwellings shall conform to the minimum city electrical requirements of the City of Harrisburg Bureau of Codes Enforcement.

⁶ Harrisburg Housing Authority's criteria of acceptable degree of heat needed for a healthy thermal environment. This decisive factor is supported by the Section 8 Admin Plan

⁷ Harrisburg Housing Authority's criterion of acceptable supply of hot water is based on bedroom size requirement. This decisive factor is supported by the Section 8 Admin Plan.

All new wiring and equipment in existing dwellings and all wiring and equipment in new or substantially rehabilitated dwellings shall comply with the current version of the National Electrical Code.

Proof of compliance shall be evidenced by the certification of inspection by a third party code inspection agency.

Properties enrolled in the Housing Choice Voucher Program shall at a minimum have the following:

- Two separate 20 amp branch appliance circuits shall be installed to serve each kitchen countertop.
- All existing countertop receptacles within 6 feet of a kitchen sink or wet bar shall have ground fault interruption. All new countertop receptacles shall have ground fault protection.
- Enough general lighting circuits shall be installed to provide a minimum of three (3) watts per square foot of floor space.
- Every habitable room shall have a minimum of one switch operated light fixture and two duplex receptacles or two duplex receptacles, one to be switch operated.
- Every room shall have a wall switch at one point of entry.
- All grounding type receptacles shall be grounded. Exception: Ground fault protected receptacles when installed in accordance with 406.3 of the National Electrical Code
- Bathrooms shall have a ground fault protected receptacle installed adjacent to the lavatory.
- Any exposed knob and tube wiring that is connected and active shall be removed if damaged or deteriorated.

A complete version of the minimum electrical requirements may be obtained from City of Harrisburg Bureau of Codes Enforcement.

Safety Items:

Smoke Detectors are required on each level of the dwelling including the basement. The power shall be supplied by the building wiring, have battery backup and be interconnected. Exception: In existing dwellings that have not undergone a substantial rehabilitation that resulted in the removal of interior finishes, they may be solely battery operated and are not required to be interconnected.

Lead Paint

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Before renting pre – 1978 housing, lessors must disclose the presence of lead – based paint and/or lead – based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Pamphlets and disclosure statement forms are available from the Housing Choice Voucher Program Agent. Compliance with this requirement shall be in accordance with 24 CFR part 35.

All surfaces shall be maintained free of cracking, scaling, peeling, chipping and loose paint, or adequately treated or covered to prevent exposure to lead based paint hazards. Stabilization of deteriorated paint surfaces shall be preformed in accordance with the requirements of 24 CFR Part 35 Subpart R and as detailed in the Housing Choice Voucher Program Guidebook.

Egress Requirements

A safe continuous unobstructed path of travel shall be provided from any point in the building to the public way.

Locked doors: All means of egress doors shall be readily opened without the use of keys or tools. Double sided keyed locks do not meet the requirement of this section.

Emergency Escape Openings: Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction and the following. Windows in habitable rooms and sleeping areas, where required for emergency egress, shall not be obstructed by the use of grills, grates, bars, air conditioners or similar devices unless approved release hardware is provided. No emergency opening shall require the use of keys or tools to open from the inside.

Closing Comments

Existing structures shall be maintained in accordance with the code that was applicable at the time of construction and the minimum requirements as delineated by the aforementioned standards. New work shall be preformed in accordance with the applicable code as set forth by the Uniform Construction Code of the State of Pennsylvania and the International Code Council.

Notwithstanding the foregoing specifications and requirements, all properties will comply with local ordinances, codes and regulations, including established requirements of city health department or other authority having jurisdiction. Properties submitted for participation in the Housing Choice Voucher Program will be subject to eligibility certification from the City of Harrisburg. The City of Harrisburg's Operation and Revenue Department status report indicates eligibility with current Rental, Buyer Notification Inspection or Certificate of Occupancy.

Participation and execution of a Housing Assistance Payment Contract will not be authorized prior to compliance with the Housing Quality Standards. Housing Assistance Payments are not permitted on behalf of an eligible applicant/occupant until the living unit is determined by the Harrisburg Housing Authority to be in compliance with the Housing Choice Voucher Program Housing Quality Standards.



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WHAT IS THE SECTION 8 PROGRAM:

The Section 8 Program enables extremely low and very low-income families to live in safe, sanitary and decent housing that would otherwise be unable to afford such housing from their resources. The program utilizes existing dwelling units owned or managed by various landlords or agents throughout the area.

WHO IS ELIGIBLE FOR INITIAL PARTICIPATION:

Extremely low (30 percent income) and very low (50 percent income) families who are domiciled in Harrisburg, Pennsylvania, are eligible to participate in the Section 8 Program. However, in accordance with the rules and regulations that govern the Section 8 Program, not less than 75 percent of families admitted during the fiscal year from the wait list shall be extremely low-income families.

Area Median income levels as determined by HUD are:

	30 percent	50 percent
1 Person.....	\$19,850	\$33,050
2 Person.....	\$22,650	\$37,750
3 Person.....	\$25,500	\$42,450
4 Person.....	\$28,300	\$47,150
5 Person.....	\$32,470	\$50,950
6 Person.....	\$37,190	\$54,700
7 Person.....	\$41,910	\$58,500
8 Person.....	\$46,6300	\$62,250

VOUCHER PAYMENT STANDARDS:

The maximum housing assistance that eligible families can receive under the voucher program is the difference between 30% of the net household income and the current payment standard.

Currently the voucher payment standards are:

DWELLING SIZE

VOUCHER PAYMENT STANDARDS

(Set to be comparable for Monthly Rent *and* all Tenant Paid Utilities)

0 Bedroom	\$1,007
1 Bedroom	\$ 1,174
2 Bedroom	\$ 1,464
3 Bedroom	\$ 1,879
4 Bedroom	\$ 1,949
5 Bedroom	\$ 2,241
6 Bedroom	\$ 2,535

RENT REASONABLES:

Please note that all proposed rents must be comparable and reasonable as compared to similar unassisted units.

FAMILY CONTRIBUTIONS:

The family's contribution to the program is thirty percent (30%) of their adjusted income. The family's share of the rent may be adjusted up or down depending on changes in the family's income or household members. Any new admission or any family who moves may not pay more than 40% of their adjusted monthly income toward the initial rent.

HOW OFTEN ARE THE FAMILY CIRCUMSTANCES REVISED:

The Housing Authority conducts a review of Section 8 tenants bi-annually or any time during the year if there is a change in family size or income. Families who desire to participate in the Section 8 Housing Program must apply directly to the Harrisburg Housing Authority. Public notice is always published in local newspapers when applications are being accepted. Those families who are determined to be eligible will first be placed on a waiting list. When their name reaches the top of the list, a Voucher may be issued. At this point the family may look for a house or apartment within the City of Harrisburg or mover to another Housing Authority if they are eligible.

Once a unit has been found and presented to the Section 8 Office, it will be screened by the City to determine that status of taxes, utilities, fines, liens or assessments. Upon approval by the City it will be inspected, amount of rent determined and utility costs established. When the selected dwelling passes Housing Quality Standards, the Section 8 staff will prepare a Housing Assistance Contract and attached the landlord's lease to the tenant's lease addendum. The Section 8 Office will maintain a copy of all contract related documents.

RENTS:

Under the Contract, HHA will pay a monthly amount to the owner, which is the difference between the rent paid by the family and the approved rent for the unit. The contact rent is established based on local comparable rent standards for non-subsidized rents. It is illegal for Section 8 rents to be set significantly higher that open market rents in the same area.

WHAT IS A HOUSING PAYMENT CONTRACT (HAP):

A Housing Assistance Payment Contract (HAP) is a written contract between Harrisburg Housing Authority and an owner for the purpose of providing Housing Assistance Payments on behalf of an eligible family.

WHAT IS A MAXIMUM TERM OF A HOUSING ASSISTANCE PAYMENT:

The initial term of Housing Assistance Payment Contract for Section 8 dwelling units is the same as the term of the lease (not less than one year, subject to any HAP or Contract requirements which allow for termination of the contract). If however, the family remains in occupancy under the terms and conditions of its original lease, the HAP contract may be extended indefinitely.

PARTICIPATING PROPERTY OWNER:

If you own or manage property within the City of Harrisburg and the property is either vacant or occupied by a family who has been issued a Housing Choice Voucher, the Section 8 Program may be appropriate for you.

Voucher
Housing Choice Voucher Program

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

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

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) must be at least sixty days after date issued. Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)

INFORMATION ONLY

7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 - 1. The owner and the family must execute the lease.
 - 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 - 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

- 1. The proposed unit or lease is disapproved for specified reasons, and
- 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

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4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 - 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 - 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 - 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 - 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 - 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 - 9. Request PHA written approval to add any other family member as an occupant of the unit.
 - 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 - 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

C. Any information the family supplies must be true and complete.

- D. The family (including each family member) must not:
 - 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - 2. Commit any serious or repeated violation of the lease.
 - 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - 5. Sublease or let the unit or assign the lease or transfer the unit.

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6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies

for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

- a. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
 - (2) The PHA must pay housing assistance payments promptly when due to the owner.
 - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a

tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related

- b. criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated

the Fair Housing Act or other Federal equal opportunity requirements.

- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
 - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
 - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract U.S. Department of Housing
(HAP Contract) and Urban Development**
Section 8 Tenant-Based Assistance Office of Public and Indian Housing
Housing Choice Voucher Program

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial

term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**
-

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

b Utilities and appliances

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

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

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

8. Termination of Tenancy by Owner

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

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

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

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

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

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

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

d Other good cause for termination of tenancy

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

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

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

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

10. PHA Termination of Assistance

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

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

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

17. Definitions

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

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

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

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

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.
HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

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

PHA. Public Housing Agency.

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

Program. The Section 8 housing choice voucher program.

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

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

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

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

16. Notices

**Allowances for
Tenant-Furnished Utilities
and Other Services**

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

EFFECTIVE JANUARY 1, 2024

Harrisburg Housing Authority		Inner Row (Attached)				January 1, 2024		
		Monthly Dollar Allowance						
Utility or Service		EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	56	70	91	108	128	147	154
	b. Bottle Gas							
	c. Oil	101	135	186	228	279	324	342
	d. Electric	73	97	134	164	200	233	246
	e. Coal	57	76	105	129	157	182	193
Electric	Heat Pump	47	63	87	107	130	151	160
Cooking:	a. Natural Gas	6	8	10	12	16	18	20
	b. Bottle Gas							
	c. Electric	6	8	11	13	15	18	20
Other Electric		46	56	69	79	91	104	113
Air Conditioning		8	11	15	18	23	28	31
Water Heat:	a. Natural Gas	15	20	26	32	41	47	53
	b. Bottle Gas	34	40	58	76	94	112	125
	c. Oil	34	48	62	75	96	109	123
	d. Electric	32	42	56	67	80	94	95
	e. Coal	32	42	50	59	68	78	88
Water		15	28	52	77	102	127	152
Sewer		10	22	44	62	89	111	133
Trash Collection		32	32	32	32	32	32	32
Range / Microwave		3	3	3	3	3	3	3
Refrigerator		3	3	3	4	4	4	4
Natural Gas Customer Charge								
ACTUAL FAMILY ALLOWANCE be used by family to compute allowances. Complete below for actual unit rented.						Utility or Service	Per Month Cost	
Name of Family						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Address of Unit						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Range/Microwave		
						Refrigerator		
						Other		
Number of Bedrooms								
						Total	\$0	

**Allowances for
Tenant-Furnished Utilities
and Other Services**

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

EFFECTIVE JANUARY 1, 2024

Harrisburg Housing Authority		End of Row (Semi - Attached)				January 1, 2024		
		Monthly Dollar Allowance						
Utility or Service		EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	63	80	104	124	148	170	179
	b. Bottle Gas							
	c. Oil	119	159	219	269	328	382	403
	d. Electric	85	115	157	193	209	274	290
	e. Coal	67	90	123	151	185	215	227
Electric Heat Pump	56	74	102	126	136	178	188	
Cooking:	a. Natural Gas	6	8	10	12	16	18	20
	b. Bottle Gas							
	c. Electric	6	8	11	13	15	18	20
Other Electric	46	56	69	79	91	104	113	
Air Conditioning	13	18	23	28	35	43	48	
Water Heat:	a. Natural Gas	15	20	26	32	41	47	53
	b. Bottle Gas	34	40	58	76	94	112	125
	c. Oil	34	48	62	75	96	109	123
	d. Electric	32	42	56	67	80	94	95
	e. Coal	32	42	50	59	68	78	88
Water	15	28	52	77	102	127	152	
Sewer	10	22	44	62	89	111	133	
Trash Collection	32	32	32	32	32	32	32	
Range / Microwave	3	3	3	3	3	3	3	
Refrigerator	3	3	3	4	4	4	4	
Natural Gas Customer Charge								
ACTUAL FAMILY ALLOWANCE be used by family to compute allowances. Complete below for actual unit rented.						Utility or Service	Per Month Cost	
Name of Family						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Address of Unit						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Range/Microwave		
						Refrigerator		
						Other		
Number of Bedrooms								
						Total	\$0	

**Allowances for
Tenant-Furnished Utilities
and Other Services**

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

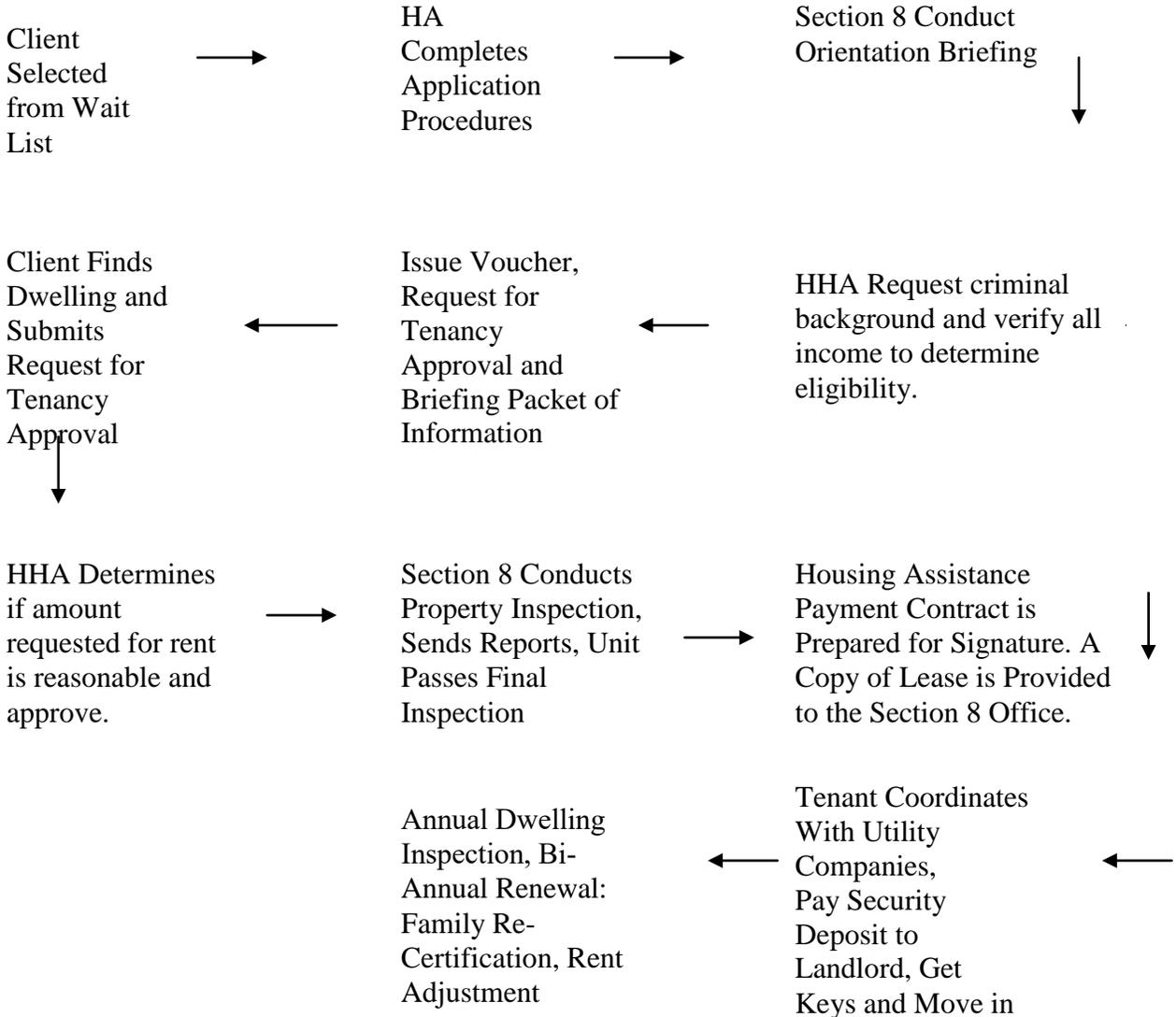
EFFECTIVE JANUARY 1, 2024

Harrisburg Housing Authority		Detached (Single Family)				January 1, 2024		
		Monthly Dollar Allowance						
Utility or Service		EFF	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	72	91	120	143	172	198	208
	b. Bottle Gas							
	c. Oil	140	187	257	316	386	449	474
	d. Electric	100	134	185	227	277	323	341
	e. Coal	79	105	145	178	217	253	267
Electric	Heat Pump	65	87	120	148	180	210	222
Cooking:	a. Natural Gas	6	8	10	12	16	18	20
	b. Bottle Gas							
	c. Electric	6	8	11	13	15	18	20
Other Electric		46	56	69	79	91	104	113
Air Conditioning		15	20	26	32	41	49	55
Water Heat:	a. Natural Gas	15	20	26	32	41	47	53
	b. Bottle Gas	34	40	58	76	94	112	125
	c. Oil	34	48	62	75	96	109	123
	d. Electric	32	42	56	67	80	94	95
	e. Coal	32	42	50	59	68	78	88
Water		15	28	52	77	102	127	152
Sewer		10	22	44	62	89	111	133
Trash Collection		32	32	32	32	32	32	32
Range / Microwave		3	3	3	3	3	3	3
Refrigerator		3	3	3	4	4	4	4
Natural Gas Customer Charge								
ACTUAL FAMILY ALLOWANCE be used by family to compute allowances. Complete below for actual unit rented.						Utility or Service		Per Month Cost
Name of Family						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Address of Unit						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Range/Microwave		
						Refrigerator		
						Other		
Number of Bedrooms								
						Total		\$0

HARRISBURG HOUSING AUTHORITY

SECTION 8

LEASE-UP FLOW CHART



Notes:

1. Estimated time to occupancy is one week to two months depending compliance with housing quality standards inspection.
2. Either landlord or tenant can terminate the lease-up process before contract signing.
3. Bi-Annual renewal process starts approximately three-months before contract expiration date.

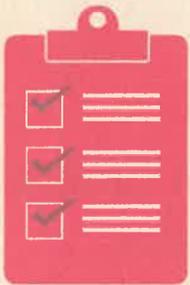
City of Harrisburg



LEAD HAZARD PROGRAM

Protect your family from lead in your home!

See if you qualify for our Lead Hazard (LHRD) Program



Free Risk Assessment & Hazard Containment

The LHRD Program can complete a free Risk Assessment on your property, and will remove/contain all lead hazards (may include painting or replacement of doors and windows) at no cost for eligible families.



Family Eligibility Requirements

Eligible families (landlords/tenants/homeowners) must have:

- Reside in the City of Harrisburg
- Property built before 1978
- **Child under 6 years of age who lives or visits 60 hours a year**
- **Someone who is pregnant living in the home**
- Meet HUD income eligibility requirements



Details and Application:

harrisburgpa.gov/leadsafeprogram or call 717-255-6419

PLEASE KEEP THIS PAGE FOR YOUR INFORMATION

**LEAD HAZARD REDUCTION DEMONSTRATION PROGRAM
IS YOUR HOME LEAD SAFE FOR CHILDREN?**

The Lead Hazard Reduction Demonstration Program at the City of Harrisburg – Department of Building and Housing Development offers assistance to low and moderate- income families, as well as Rental Property Owners, in making their homes lead-safe for children. The Program has made over 800 homes lead-safe since April, 1995. Hundreds of young children now live in housing made lead safe through our program.

- * Children are at risk of getting lead poisoning if they live in a house or visit a home/daycare built before 1978 that has paint that is chipping, peeling, cracking or chalking.
- * Lead in paint, house dust and soil hurts a child’s health and can cause behavior problems such as learning disabilities, hyperactivity and poor hearing.
- * Most children do not show signs of being sick from lead. The only way to find out if your child has lead poisoning is through a blood test. Call your child’s doctor or clinic to have the test done.

What is the Lead Safe Home Program?

If you are eligible for the Lead Safe Home Program, we will provide a FREE Lead Inspection and Risk Assessment on your property an average of \$2,000 to \$13,500 in work to make your home lead-safe, including items such as new windows, doors, painting and cleaning.

To qualify for the Lead Safe home Program, you must meet ALL of the following:

- There must be a child under 6 years of age **OR** a pregnant female LIVING IN the home;
- Your home is located in the city of Harrisburg, **OR** child/children under 6 years of age with an Elevated Blood Lead (EBL) level of 5ug/dL or higher occupy the home and the home is located outside of a target area.
- Your home or apartment must be built prior to 1978;
- Your home must contain at least one bedroom;
- The property taxes on your home must be paid up-to-date. If applicable, rental properties must have valid rental certificate and no code violations;
- Residing occupant income (**gross**) must be low or moderate;

Household Size	Maximum Household Income
1	\$47,600
2	\$54,400
3	\$61,200
4	\$68,000
5	\$73,450
6	\$78,900
7	\$84,350
8	\$89,800

***Eligibility is also based on condition of home and estimated cost of addressing lead hazards.**

The following commitments must be made by the household:

- Allow field staff into your home to inspect for lead before and after the project.
- Children under 6 years old must have blood tests for lead before and 6 months after the project.
- Be willing to temporarily relocate outside the home during project construction. (Relocation assistance may be provided by the program).

At the end of the work, you'll have peace of mind, that your home is now safe for young children!

How does the Lead Hazard Reduction Demonstration Program work?

1. Complete an application, **making sure to include proof of income (Includes, but is not limited to 2 most recent pay stubs or previous year's federal or state tax returns, alimony, disability, and/or Department of Human Services statements).**
2. **Services are provided on Owner Occupied or Tenant Occupied residential units.** The grant services will be provided towards lead hazard control. The Lead Hazard Reduction Demonstration Program typically provides up to \$13,500 of free services to remediate lead hazards in your home. The following stipulations apply to Rental Properties.
 - a. If the property is a vacant unit, the **Property Owner MUST** attempt to rent to a low income to very low-income family for one year.
 - b. The **Property Owner MUST** not raise the rent for period of three years. This three year period will not begin until the lead-safe process has passed a clearance inspection.
3. Program staff will contact you to visit the home and conduct an initial site visit and to determine if the home meets basic grant program eligibility.
4. If approved for the Lead Hazard Reduction Demonstration Program, a full lead inspection/risk assessment at **no cost** will be scheduled. The lead inspection identifies where and if lead is located in your home.
5. Based on this inspection, a scope of work will be developed to specify what lead hazard reduction work will be performed.
6. A contractor walk through will be scheduled with State certified lead abatement contractors for bid quotes. The awarded contractor will be the contractor assigned to work on your home.
7. The lead hazard reduction work typically takes 10-14 days to complete. You will be required to relocate from the house during the lead hazardous reduction activities. Some families may be eligible for relocation assistance.

**Call (717) 255-6419 for additional information.
Lead Hazard Reduction Demonstration Program
Department of Building & Housing Development
10 N 2nd Street, Suite 206
Harrisburg, PA 17101**



LEAD HAZARD REDUCTION DEMONSTRATION PROGRAM

APPLICATION

A separate application must be completed for EACH address or apartment
Please call (717) 255-6402 if you need assistance in completing this Application.

PART 1: PROPERTY INFORMATION

PROPERTY ADDRESS: _____	APT #: _____
CITY: _____	ZIP: _____
COUNTY: _____	
NUMBER OF UNITS/APARTMENT WITHIN BUILDING (If home has more than 1 unit): _____	
APPLICATION FOR: <input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL PROPERTY	
HOW DID YOU HEAR ABOUT OUR PROGRAM? _____	
HAS THIS PROPERTY EVER BEEN ENROLLED IN A LEAD PROGRAM? IF YES, WHICH ONE? _____	
HAS THIS PROPERTY EVER BEEN INSPECTED FOR LEAD? IF SO, BY WHOM? _____	
DOES THIS PROPERTY CURRENTLY HAVE: <input type="checkbox"/> RUNNING WATER <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> HEAT/WORKING HEAT SOURCE?	
DOES THE PROPERTY HAVE CURRENT OR PREVIOUS ROOF LEAKS? <input type="checkbox"/> YES <input type="checkbox"/> NO	

PART 2: OCCUPANT INFORMATION (If Property is currently vacant, please write "VACANT".)

OCCUPANT NAME: _____	TOTAL NUMBER LIVING IN HOUSEHOLD: _____
OCCUPANT TELEPHONE NUMBER: _____	ALTERNATE TELEPHONE NUMBER: _____
OCCUPANT EMAIL ADDRESS: _____	WHEN IS THE BEST TIME TO REACH YOU? _____

PART 3: OWNER INFORMATION (Complete only if different from Occupant)

NAME: _____	
OWNERSHIP: <input type="checkbox"/> Individual <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
ADDRESS: _____	TELEPHONE NUMBER: _____
CITY: _____ STATE _____ ZIP _____	ALTERNATE TELEPHONE NUMBER: _____
If you are the LANDLORD:	
Have you been cited by the local prosecutor's office for a child's lead poisoning?	YES NO
Have you been cited by any party for non-compliance of the lead disclosure law?	YES NO
Harrisburg landlords only: Is your unit currently registered with the city as a rental unit?	YES NO
If yes, please attach a copy of certificate. If no, are you willing to get it registered?	YES NO
Property owner, please remember to sign Page 3 of this application. We cannot proceed without your signature.	

Please continue to page 2 of this form

Program Use Only:	Application Loggin In _____	App No: _____	Denial: _____
	BLL: _____	Partnership: _____	Denial Reason: _____
	Income: _____	Target Area: _____	
	Part V: _____	Total Application: _____	
APPROVED FOR LSHP ENROLLMENT: _____			

PART 4: OCCUPANT DETAIL: Please complete the table below.

- All occupants, adult and children, must be listed and information complete. Attach an additional sheet of paper, if necessary.
- This Program requires that all children under 6 years old be tested for blood lead poisoning before and after lead reduction work is done on your home. Contact your doctor or county health department to arrange for blood tests. This information will be treated as confidential.
- Homes with children under 6 years of age (Age birth to 5) with an Elevated Blood Lead (EBL) level will be given higher priority.
- Proof of income should be listed for all those who are 18 years of age and older within the household.

The Department of Building & Housing Development does not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political belief.

NAME	MEDICAID (YES OR NO)	GROSS INCOME PER MONTH (BEFORE TAXES)	DATE OF BIRTH	RELATION TO PRIMARY RESIDENT	LEAD TEST RESULT (For ages birth to 5 years old)	Does child reside or visit?	Has this person been told by a doctor/nurse that he/she has asthma?	Number of times this person visited ER in last year for asthma.	Number of times this person was hospitalized in last year for asthma	HISPANIC / LATINO (YES OR NO)	RACE
											A-ASIAN B- BLACK W- WHITE H- HAWAIIAN/ PACIFIC ISLANDER I- AMERICAN INDIAN/ ALASKAN
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
						R / V					
TOTAL HOUSEHOLD INCOME (Add Lines Above)											

PLEASE COMPLETE THE ATTACHED INCOME CHECKLIST AND PROVIDE PROOF OF INCOME FOR ALL HOUSEHOLD INCOME RECEIVED

Please continue to page 3 of this form.

PART 5: ELIGIBILITY

Please answer ALL of the following questions, by checking "Yes", "No" or "Don't Know". Failure to provide information will be reason for denial. Please call (717) 255-6419 if you need assistance.		Yes	No	Don't Know	Program Use
1. Was the house at the above address built before 1978? Approximate Year Built _____					
2. Are property taxes paid up through the last billing cycle? Program use: <input type="checkbox"/> Paid <input type="checkbox"/> Not Paid Date Verified _____					
3. Is the house/apartment owned by a federal, state, or local government agency?					
4. Does the house/apartment have at least one bedroom?					
5. Do you agree to have your children under 6 years old tested for lead poisoning 6 months following lead work?					
6. Is this property or tenant currently participating in a HUD program? If yes, which one? _____					
7. Do you or the property owner have homeowner's and/or renter's insurance that covers theft and fire?					
8. Is there a child under the age of 6 living in the house full time? If yes, how many? ____					
9. Is there a child under the age of 6 who is a regular visitor (for at least six hours per week, ten weeks per year)? <i>Please note, a child resident or pregnant female living in the property is required for enrollment in this program.</i>					
10. Is there a child under 6 living in or a regular visitor to this home with a blood lead level of 5 or higher ?					
11. If you are the owner, would you be willing to contribute cash or labor towards this project?					
12. Is there a pregnant woman living at this address?					
13. Is there a woman living at this address between the ages of 16 and 45?					
14. Do you understand that your household may be asked to relocate for up to 10 days while work occurs?					
15. Is this home being used as a day care? If so, how many children attend? ____					
16. Was this home built prior to 1940?					
17. How long have you lived at this address?		____ Years ____ Months			
18. If you are a tenant and currently renting, please list the monthly amount you pay for rent.		\$ _____ /month			

By signing below, the PARENT/GUARDIAN authorizes the DBHD, Lead Hazard Reduction Demonstration Program to obtain blood lead laboratory results on the children under six years of age residing in the unit and share these results confidentially with authorized program representatives. By signing below, the occupant and property owner authorizes the DBHD, Lead Hazard Reduction Demonstration Program to perform a Lead Inspection and Risk Assessment on said property and will cooperate fully in the potential lead hazard abatement work. I verify that the answers provided above are accurate to the best of my knowledge. Penalty for false or fraudulent statements: U.S.C. Title 18, sec 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly falsifies, or makes, or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Owner/Landlord Name (please print)

Owner/Landlord Signature

Date

Tenant Name (if applicable, please print)

Tenant Signature (if applicable)

Date

**Mail completed application and income information to:
DBHD, Lead Hazard Reduction Demonstration Program
10 N 2nd Street Suite 206 Harrisburg, PA 17101
OR Fax application to (717) 255-6421 Please continue Income Checklist.**



LEAD HAZARD REDUCTION DEMONSTRATION PROGRAM INCOME CHECKLIST

Please call (717) 255-6419 if you need assistance.

This form must be filled out by the OCCUPANT of the property and income documentation must be attached for the OCCUPANT only.

PROPERTY ADDRESS: _____ APT # ____ CITY: _____
 OCCUPANT NAME: _____
 TOTAL NUMBER LIVING IN HOUSEHOLD _____

PLEASE INCLUDE DOCUMENTATION TO SUPPORT ANY INCOME CHECKED BELOW.

Please provide copies of the following documentation along with your application to be considered for the program:

- Child's birth certificate
- Driver's License of PA issued identification
- Utility bills for current month (Water/Electric/Gas)
- (2) Consecutive Bank Statements

Please check the appropriate boxes if anyone age 18 and older receives any of the following income. Documentation must be included for ALL ITEMS CHECKED and any other income received that is not listed below:

- IRS tax forms from most recent year available – Form 1040
- Copies of 3 most current payroll stubs
- Unemployment Statement
- Disability Compensation
- Worker's Compensation
- Child Support
- Alimony
- Severance Pay
- Aid from Department of Human Services (Cash Assistance Only)
- Supplemental Security Income (SSI)
- Copies of Social Security earnings statements
- Other annuity or retirement income statements

Questions? Please call us at (717) 255-6419. Failure to submit checklist and necessary documentation may be cause for program denial.

By signing below, the occupant acknowledges that this form has been completed truthfully and to the best of his/her knowledge. Penalty for false or fraudulent statements: U.S.C. Title 18, sec 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly falsifies, or makes, or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Occupant Name

Occupant Signature

Date

**Mail completed application and income information to:
 DBHD, Lead Hazard Reduction Demonstration Program
 10 N 2nd Street Suite 206 Harrisburg, PA 17101
 OR Fax application to (717) 255-6421**